EVERGREEN CREDIT CARD TRUST®, by **COMPUTERSHARE TRUST COMPANY OF CANADA**, in its capacity as trustee,
as represented by its Administrator,
THE TORONTO-DOMINION BANK

as Issuer

and

BNY TRUST COMPANY OF CANADA
as Indenture Trustee

SERIES 2025-CRT5 INDENTURE SUPPLEMENT

dated as of January 16, 2025

to

TRUST INDENTURE

dated as of May 9, 2016

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Exhibit A-1 – Form of Rule 144A Class A Series 2025-CRT5 Asset Backed Note

Exhibit A-2 – Form of Regulation S Class A Series 2025-CRT5 Asset Backed Note

Exhibit A-3 – Form of Rule 144A Class B Series 2025-CRT5 Asset Backed Note

Exhibit A-4 – Form of Regulation S Class B Series 2025-CRT5 Asset Backed Note

Exhibit A-5 – Form of Rule 144A Class C Series 2025-CRT5 Asset Backed Note

Exhibit A-6 – Form of Regulation S Class C Series 2025-CRT5 Asset Backed Note

Exhibit B-1 – Form of Monthly Noteholders' Statement

Exhibit B-2 – Form of Annual Payment Information

Exhibit C – Form of Monthly Servicer's Certificate

SERIES 2025-CRT5 INDENTURE SUPPLEMENT

This **SERIES 2025-CRT5 INDENTURE SUPPLEMENT**, dated as of January 16, 2025 (this "**Indenture Supplement**"), by and between EVERGREEN CREDIT CARD TRUST, a trust governed by the laws of Ontario, by COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as trustee, as represented by its Administrator, THE TORONTO-DOMINION BANK (the "**Issuer**"), and BNY TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada, in its capacity as Indenture Trustee (the "**Indenture Trustee**") is made and entered into as of January 16, 2025.

Pursuant to this Indenture Supplement, the Issuer shall create a new Series of Notes and shall specify the principal terms thereof. The Issuer has tendered the notice of issuance required by subsection 4.10(a)(i) of the Indenture and this Indenture Supplement is being entered into between the Issuer and the Indenture Trustee as required by subsection 4.10(a)(viii) of the Indenture to provide for the issuance, authentication and delivery of each of the Class A Notes, Series 2025-CRT5, the Class B Notes, Series 2025-CRT5 and the Class C Notes, Series 2025-CRT5.

The transactions set forth in this Indenture Supplement, together with the Transaction Documents, shall be an arm's length, bona fide securitization transaction.

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 **Designation.**

(a) There is hereby created a Series of Notes to be issued pursuant to the Indenture and this Indenture Supplement to be known as "**Evergreen Credit Card Trust®, Series 2025-CRT5**" or the "**Series 2025-CRT5 Notes.**" The Series 2025-CRT5 Notes shall be issued in three Classes, the first of which shall be known as the "**3.632% Class A Series 2025-CRT5 Asset Backed Notes,**" the second of which shall be known as the "**5.24% Class B Series 2025-CRT5 Asset Backed Notes**" and the third of which shall be known as the "**5.53% Class C Series 2025-CRT5 Asset Backed Notes.**" The Series 2025-CRT5 Notes shall be due and payable on the Legal Maturity Date.

(b) The Series 2025-CRT5 Notes shall be secured by the Collateral. Series 2025-CRT5 shall be included in Reallocation Group A. Series 2025-CRT5 shall be a Shared Excess Available Finance Charge Collections Series and shall be included in Shared Excess Available Finance Charge Collections Group A. Series 2025-CRT5 shall be a Shared Excess Available Principal Collections Series and shall be included in Shared Excess Available Principal Collections Group A. Series 2025-CRT5 shall not be in any other Group (as defined in the Indenture). Series 2025-CRT5 shall not be subordinated to any other Series of Notes. Notwithstanding any provision in the Indenture or in this Indenture Supplement to the contrary, the first Payment Date with respect to Series 2025-CRT5 shall be the March 2025 Payment Date and the first Monthly Period shall begin on and include the Closing Date and end on and include February 28, 2025.

(c) For the avoidance of doubt, the parties agree that the payment of principal and interest on the Series 2025-CRT5 Notes shall be primarily based on the performance of the Receivables and, except for Derivative Agreements addressing interest rate or currency mismatches between the Receivables and the Series 2025-CRT5 Notes (including the Swap Agreement), shall not be contingent on market or credit events that are independent of the Receivables.

(d) Series 2025-CRT5 shall be a Repurchase Reporting Series.

Section 1.02 **Documentation.**

This Indenture Supplement, together with the Transaction Documents, shall (a) define the contractual rights and obligations of the parties, including, but not limited to, representations and warranties and ongoing disclosure requirements, and any measures to avoid conflicts of interest; and (b) provide authority for the parties, including, but not limited to, the Account Owners, the Servicer and the Series 2025-CRT5 Noteholders to fulfill their respective duties and exercise their rights under the contracts and clearly distinguish between any multiple roles performed by any party.

ARTICLE II
DEFINITIONS

Section 2.01 **Definitions.**

For all purposes of this Indenture Supplement, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article, and, along with any other term defined in any Section of this Indenture Supplement, include the plural as well as the singular;

(2) all other terms used herein which are defined in the Indenture, the Transfer Agreement or the Servicing Agreement, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles (including the International Financial Reporting Standards as published by the International Accounting Standards Board, or any successor accounting standards board) and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in Canada at the date of such computation;

(4) all references in this Indenture Supplement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture Supplement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture Supplement as a whole and not to any particular Article, Section or other subdivision;

(5) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture, the Transfer Agreement, the Swap Agreement or the Servicing Agreement, the terms and provisions of this Indenture Supplement shall be controlling;

(6) each capitalized term defined herein shall relate only to the Series 2025-CRT5 Notes and no other Series of Notes issued by the Issuer; and

(7) "including" and words of similar import shall be deemed to be followed by "without limitation."

"**Account**" has the meaning specified in the Transfer Agreement.

"**Account Owner**" has the meaning specified in the Transfer Agreement.

"**Accumulation Reserve Account**" means the Eligible Deposit Account designated as such and established pursuant to subsection 4.13(a).

"**Accumulation Reserve Account Funding Date**" shall mean the Payment Date prior to the Payment Date with respect to the first Monthly Period in the Controlled Accumulation Period.

"**Accumulation Reserve Account Surplus**" shall mean, as of any date of determination, the amount, if any, by which the amount on deposit in the Accumulation Reserve Account exceeds the Required Accumulation Reserve Account Amount.

"**Accumulation Reserve Draw Amount**" shall have the meaning specified in subsection 4.13(c).

"**Additional Interest**" means, with respect to any Payment Date, the Canadian Dollar Equivalent of any Class A Additional Interest, any Class B Additional Interest and any Class C Additional Interest for such Payment Date.

"**Adjusted Outstanding Dollar Principal Amount**" means, as of any date of determination, the Outstanding Dollar Principal Amount of the Series 2025-CRT5 Notes on such date of determination, less any funds on deposit in the Principal Funding Account for the benefit of such Series 2025-CRT5 Notes on such date of determination.

"**Administrator**" means TD, in its capacity as administrator of the Issuer, and any successors or assigns thereto.

"**Adverse Effect**" has the meaning specified in the Indenture.

"**Aggregate Series Available Finance Charge Collections Shortfall**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, the sum of the Series Available Finance Charge Collections Shortfalls (as such term is defined in each of the applicable Indenture Supplements) for each Shared Excess Available Finance Charge Collections Series in Shared Excess Available Finance Charge Collections Group A for such Monthly Period.

"**Aggregate Series Available Principal Collections Shortfall**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, the sum of the Series Available Principal Collections Shortfalls (as such term is defined in each of the applicable Indenture Supplements) for each Shared Excess Available Principal Collections Series in Shared Excess Available Principal Collections Group A for such Monthly Period.

"**Available Accumulation Reserve Account Amount**" means, for any Payment Date, the lesser of (a) the amount on deposit in the Accumulation Reserve Account on such date (before giving effect to any deposit to be made to the Accumulation Reserve Account on such date) and (b) the Required Accumulation Reserve Account Amount.

"**Available Class C Reserve Account Amount**" means, for any Payment Date, the lesser of (a) the amount on deposit in the Class C Reserve Account on such date (before giving effect to any deposit to be made to the Class C Reserve Account on such date) and (b) the Required Class C Reserve Account Amount.

"**Available Principal Collections**" means, with respect to the Series 2025-CRT5 Notes, the Series 2025-CRT5 Available Principal Collections and has, with respect to any other Series of Notes, the meaning specified in the applicable Indenture Supplement for such Series of Notes.

"**Base Rate**" means, with respect to any Monthly Period, the sum of (i) the annualized percentage equivalent of a fraction, the numerator of which is equal to the sum of the Class A Monthly Interest, the Class B Canadian Dollar Monthly Interest and the Class C Canadian Dollar Monthly Interest for such Monthly Period and the denominator of which is the Outstanding Dollar Principal Amount as of the last day of the preceding Monthly Period and (ii) the Servicing Fee Percentage for such Monthly Period.

"**Benefit Plan**" means an "employee benefit plan" (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA, a "plan" (as defined in Section 4975(e)(1) of the Code), which is subject to Section 4975 of the Code, or any entity deemed to hold "plan assets" of any of the foregoing by reason of an employee benefit plan's or plan's investment in that entity.

"**Business Day**" means any day other than a Saturday or Sunday or other day on which banks are required or authorized to be closed in Toronto, Ontario or New York, New York.

"**Canadian Dollar Equivalent**" means, in relation to the Class B Notes and Class C Notes and any amount which is denominated in a currency other than Cdn. $'s, the Cdn. $ equivalent of such amount ascertained using (i) if a Swap Termination Event has not occurred, the Initial Exchange Rate (as defined in the Class B Swap Confirmation or Class C Swap Confirmation, as applicable) and (ii) if a Swap Termination Event has occurred, the exchange rate at which the Administrator is able to acquire U.S. $'s in the Canadian spot foreign exchange market.

"**Class**" means the Class A Notes, the Class B Notes or the Class C Notes, as applicable.

"**Class A Additional Interest**" has the meaning specified in subsection 4.02(a).

"**Class A Canadian Dollar Monthly Interest**" has the meaning specified in subsection 4.02(a).

"**Class A Initial Currency Specific Dollar Principal Amount**" means Cdn. $ 2,516,500,000.00.

"**Class A Interest Funding Account**" has the meaning specified in subsection 4.21(a).

"**Class A Interest Funding Account Investment Proceeds**" means, with respect to each Payment Date, all interest and other investment income (net of investment expenses and losses) on funds on deposit in or credit to the Class A Interest Funding Account for the period from and including the immediately preceding Payment Date to but excluding such Payment Date.

"**Class A Interest Shortfall**" has the meaning specified in subsection 4.02(a).

"**Class A Monthly Interest**" has the meaning specified in subsection 4.02(a).

"**Class A Note**" means any one of the Notes substantially in the form of Exhibit A-1 or Exhibit A-2, which is duly executed and authenticated in accordance with the Indenture.

"**Class A Note Interest Rate**" means, for any Interest Period with respect to the Class A Notes, a *per annum* rate equal to 3.632%.

"**Class A Noteholder**" means the Person in whose name a Class A Note is registered in the Note Register.

"**Class A Stated Principal Amount**" means Cdn. $2,516,500,000.00.

"**Class B Additional Interest**" has the meaning specified in subsection 4.02(a).

"**Class B and C Note Payment Account**" means the Eligible Deposit Account designated as such and established pursuant to subsection 4.08(a).

"**Class B Canadian Dollar Monthly Interest**" has the meaning specified in subsection 4.02(a).

"**Class B Initial Currency Specific Dollar Principal Amount**" means U.S. $114,755,000.00.

"**Class B Interest Shortfall**" has the meaning specified in subsection 4.02(a).

"**Class B Interest Swap Payment**" means, for any Swap Payment Date, the Party B Fixed Amounts (as defined in the Class B Swap Confirmation), payable by the Issuer on such Swap Payment Date under the Swap Agreement.

"**Class B Monthly Interest**" has the meaning specified in subsection 4.02(a).

"**Class B Note**" means any one of the Notes substantially in the form of Exhibit A-3 or A-4, which is duly executed and authenticated in accordance with the Indenture.

"**Class B Note Interest Rate**" means, for any Interest Period with respect to the Class B Notes, a *per annum* rate equal to 5.24%.

"**Class B Noteholder**" means the Person in whose name a Class B Note is registered in the Note Register.

“**Class B Stated Principal Amount**” means U.S. $114,755,000.00.

“**Class B Swap Confirmation**” has the meaning specified in the definition of Swap Agreement.

“**Class C Additional Interest**” has the meaning specified in subsection 4.02(c).

“**Class C Canadian Dollar Monthly Interest**” has the meaning specified in subsection 4.02(c).

“**Class C Initial Currency Specific Dollar Principal Amount**” means U.S. $47,815,000.00.

“**Class C Interest Shortfall**” has the meaning specified in subsection 4.02(c).

“**Class C Interest Swap Payment**” means, for any Swap Payment Date, the Party B Fixed Amounts (as defined in the Class C Swap Confirmation), payable by the Issuer on such Swap Payment Date under the Swap Agreement.

“**Class C Monthly Interest**” has the meaning specified in subsection 4.02(c).

“**Class C Note**” means any one of the Notes substantially in the form of Exhibit A-5 or A-6, which is duly executed and authenticated in accordance with the Indenture.

“**Class C Note Interest Rate**” means, for any Interest Period with respect to the Class C Notes, a *per annum* rate equal to 5.53%.

“**Class C Noteholder**” means the Person in whose name a Class C Note is registered in the Note Register.

“**Class C Reserve Account**” means the Eligible Deposit Account designated as such and established pursuant to subsection 4.14(a).

“**Class C Reserve Account Percentage**” means, (i) 0.00% if the Quarterly Excess Spread Percentage on such Payment Date is greater than 4.00%, (ii) 0.50% if the Quarterly Excess Spread Percentage on such Payment Date is equal to or less than 4.00% and greater than 3.50%, (iii) 1.00% if the Quarterly Excess Spread Percentage on such Payment Date is equal to or less than 3.50% and greater than 3.00%, (iv) 1.50% if the Quarterly Excess Spread Percentage on such Payment Date is equal to or less than 3.00% and greater than 2.00%, (v) 2.00% if the Quarterly Excess Spread Percentage on such Payment Date is equal to or less than 2.00% and greater than 1.00% and (vi) 2.50% if the Quarterly Excess Spread Percentage on such Payment Date is equal to or less than 1.00% and greater than or equal to 0.00%.

“**Class C Stated Principal Amount**” means U.S. $47,815,000.00.

“**Class C Swap Confirmation**” has the meaning specified in the definition of Swap Agreement.

“**Closing Date**” means January 16, 2025.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Collateral**” has the meaning specified in the Granting Clause of the Indenture.

"**Collateral Certificate**" has the meaning specified in the Transfer Agreement.

"**Collateral Deposit Amount**" means any amount required pursuant to the Swap Agreement to be transferred by the Swap Counterparty as credit support upon certain ratings downgrades of the Swap Counterparty.

"**Collection Account**" has the meaning specified in the Indenture.

"**Controlled Accumulation Amount**" means, for each Monthly Period occurring during the Controlled Accumulation Period, an amount equal to Cdn. $458,379,276.67; provided, however, that if the Transferor elects to postpone the commencement of the Controlled Accumulation Period in accordance with subsection 4.07(c), the Controlled Accumulation Amount for each Monthly Period occurring during the Controlled Accumulation Period will be an amount equal to the quotient of (a) the Initial Dollar Principal Amount, divided by (b) the number of Monthly Periods in the Controlled Accumulation Period.

"**Controlled Accumulation Period**" means, unless an Early Amortization Event shall have occurred prior thereto, the period beginning on November 1, 2026 or such later date as is determined in accordance with subsection 4.07(c) and ending on the earlier to occur of (a) the commencement of the Early Amortization Period and (b) the payment in full of the Class A Stated Principal Amount, the Class B Stated Principal Amount and the Class C Stated Principal Amount of, and any Series 2025-CRT5 Monthly Interest due on, the Series 2025-CRT5 Notes.

"**Controlled Accumulation Period Length**" has the meaning specified in subsection 4.07(c).

"**Controlled Deposit Amount**" means, for any Payment Date with respect to the Controlled Accumulation Period, an amount equal to the sum of the Controlled Accumulation Amount for such Payment Date and any Deficit Controlled Accumulation Amount for the immediately preceding Payment Date.

"**Corporate Trust Office**" has the meaning specified in the Servicing Agreement.

"**Covered Amount**" means, for any Payment Date with respect to the Controlled Accumulation Period, an amount equal to the sum of (a) the product of (i) Class A Note Interest Rate, (ii) 1/12 and (iii) the Principal Funding Account Balance, if any, as of the preceding Payment Date, up to the Outstanding Dollar Principal Amount of the Class A Notes, (b) (i) if no Swap Termination Event has occurred, the product of (x) the Party B Fixed Rate (as defined in the Class B Swap Confirmation), (y) the lesser of (A) the Principal Funding Account Balance, if any, as of the preceding Payment Date in excess of the Outstanding Dollar Principal Amount of the Class A Notes and (B) the Outstanding Dollar Principal Amount of the Class B Notes as of the last day of the immediately preceding Monthly Period, and (z) a fraction, the numerator of which is the actual number of days from and including the prior Payment Date to, but excluding, the then current Payment Date and the denominator of which is 365, and (ii) from and after the occurrence, and during the continuance, of a Swap Termination Event, the product of (x) Class B Note Interest Rate, (y) the lesser of (A) the Principal Funding Account Balance, if any, as of the preceding Payment Date in excess of the Outstanding Dollar Principal Amount of the Class A Notes and (B) the Outstanding Dollar Principal Amount of the Class B Notes as of the last day of the immediately preceding Monthly Period, and (z) 1/12 and (c) (i) if no Swap Termination Event has

occurred, the product of (x) the Party B Fixed Rate (as defined in the Class C Swap Confirmation), (y) the lesser of (A) the Principal Funding Account Balance, if any, as of the preceding Payment Date in excess of the sum of the Outstanding Dollar Principal Amount of the Class A Notes and Class B Notes and (B) the Outstanding Dollar Principal Amount of the Class C Notes as of the last day of the immediately preceding Monthly Period, and (z) a fraction, the numerator of which is the actual number of days from and including the prior Payment Date to, but excluding, the then current Payment Date and the denominator of which is 365, and (ii) from and after the occurrence, and during the continuance, of a Swap Termination Event, the product of (x) Class C Note Interest Rate, (y) the lesser of (A) the Principal Funding Account Balance, if any, as of the preceding Payment Date in excess of the Outstanding Dollar Principal Amount of the Class A Notes and the Class B Notes and (B) the Outstanding Dollar Principal Amount of the Class C Notes as of the last day of the immediately preceding Monthly Period, and (z) 1/12.

"**Credit Support Balance**" means the value of all eligible credit support that has been transferred by the Swap Counterparty to the Issuer and that has not been returned to the Swap Counterparty, in each case pursuant to the terms of the Swap Agreement.

"**Declaration of Trust**" means the Declaration of Trust relating to the Issuer, dated as of May 9, 2016, made by the Issuer Trustee and acknowledged by the Transferor, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Default Amount**" has the meaning specified in the Servicing Agreement.

"**Deficit Controlled Accumulation Amount**" means (a) on the first Payment Date with respect to the Controlled Accumulation Period, the excess, if any, of the Controlled Accumulation Amount for such Payment Date over the amount deposited in the Principal Funding Account on such Payment Date and (b) on each subsequent Payment Date with respect to the Controlled Accumulation Period, the excess, if any, of the Controlled Deposit Amount for such subsequent Payment Date over the amount deposited in the Principal Funding Account on such subsequent Payment Date.

"**Discount Option Percentage**" has the meaning specified in the Transfer Agreement.

"**Early Amortization Event**" means, with respect to the Series 2025-CRT5 Notes, the events specified in Section 5.01 hereof and Section 12.01 of the Indenture.

"**Early Amortization Period**" means the period commencing at the close of business on the Business Day immediately preceding the day on which an Early Amortization Event with respect to Series 2025-CRT5 is deemed to have occurred, and ending on the first to occur of (a) the payment in full of the Class A Stated Principal Amount, the Class B Stated Principal Amount and the Class C Stated Principal Amount of, and any Series 2025-CRT5 Monthly Interest due on, the Series 2025-CRT5 Notes, (b) the date on which Collateral is sold pursuant to Section 4.17(a) and (c) the seventh Business Day following the Legal Maturity Date.

"**Eligible Deposit Account**" means an account that is a segregated account with an Eligible Institution.

"**Eligible Institution**" means (a) a bank, trust company or other financial institution, including an Affiliate of the Issuer Trustee, the Indenture Trustee or the Administrator, having: (i) (A) a long-term unsecured debt rating, long-term certificate of deposit rating or long-term issuer default rating of "A" or better by Fitch or a certificate of deposit rating, short-term credit rating or short-term issuer default rating of "F-1" or better by Fitch and (B) an issuer credit rating of "A" or better by S&P or a short-term credit rating of "A-1" or better by S&P or (ii) the equivalent rating thereof from time to time from such Note Rating Agencies; or (b) any institution that otherwise satisfies the Note Rating Agency Condition.

"**Eligible Investments**" means negotiable instruments or securities represented by instruments in bearer or registered form which evidence:

(a) direct obligations of, and obligations fully guaranteed as to timely payment by, the Government of Canada or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the Government of Canada, which, for greater certainty, does not include NHA Mortgage-Backed Securities;

(b) short term or long term unsecured debt obligations issued or fully guaranteed by any province, territory or municipality of Canada provided that such securities receive a rating of "A-1+" (short term) or "AA" (long term) or better from S&P and, "F1+" (short term) or "AA-" (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and "F1" (short term) or better or "A" (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment;

(c) demand deposits, time deposits or certificates of deposit of any chartered bank or trust company or credit union or co-operative credit society incorporated under the laws of Canada or any province thereof and subject to supervision and examination by federal banking or depository institution authorities; provided, however, that at the time of the investment or contractual commitment to invest therein, the commercial paper or other short-term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) of such depository institution or trust company shall have a short term issuer credit rating of "A-1" or better from S&P and, "F1+" (short term) or "AA-" (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and "F1" (short term) or better or "A" (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment;

(d) call loans to and notes, including bearer deposit notes issued or accepted by any bank, trust company, credit union or co-operative society described in paragraph (c) above;

(e) commercial paper having, at the time of the investment or contractual commitment to invest therein, a rating of "A-1" or "A-1 (sf)" or better from S&P and, "F1+" (short term) or "AA-" (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and

"F1" (short term) or better or "A" (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment and "F1+sf" from Fitch for asset-backed commercial paper backed by global style liquidity;

(f) investments in money market funds having a rating when purchased of "AAAm" from S&P and, "AAAmmf" from Fitch, or otherwise satisfy the Note Rating Agency Condition;

(g) demand deposits, term deposits and certificates of deposit which when purchased are issued by an entity, the commercial paper of which has a short term issuer credit rating of "A-1" or better from S&P and, a rating of "F1" or better from Fitch;

(h) any other investment with respect to the investment in which the Note Rating Agency Condition shall have been satisfied at the time of the investment therein or contractual commitment to invest therein; or

(i) deposits in a deposit account established and maintained with an Eligible Institution or an institution that otherwise satisfies the Note Rating Agency Condition,

provided that:

(i) if any Note Rating Agency referred to above changes its name or is the subject of any amalgamation or merger, the required rating must be given by the applicable successor thereof;

(ii) if any Note Rating Agency referred to above ceases to exist or to rate Canadian debt offerings, all of the above references to such agency shall be deemed deleted; and

(iii) if any Note Rating Agency referred to above changes the designation of its debt rating categories, the above references to such designations shall be deemed amended to refer to the then applicable equivalent of such original rating designation.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"**Event of Default**" has the meaning specified in the Indenture.

"**Excess Spread Percentage**" means, with respect to each Payment Date, as determined on the Business Day prior to such Payment Date, the amount, if any, by which the Series 2025-CRT5 Portfolio Yield with respect to the related Monthly Period exceeds the Base Rate with respect to such Monthly Period.

"**Expected Final Payment Date**" means the May 2027 Payment Date.

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

"**FATCA Compliant Entity**" means a person, payments to whom are not subject to any applicable FATCA Withholding Tax.

"**FATCA Information**" has the meaning specified in subsection 7.06(a).

"**FATCA Withholding Tax**" means any withholding or deduction imposed pursuant to FATCA.

"**Finance Charge Collections**" has the meaning specified in the Servicing Agreement.

"**Fitch**" means Fitch, Inc., or any successor thereto.

"**Floating Allocation Percentage**" means, with respect to the Series 2025-CRT5 Notes, the Series 2025-CRT5 Floating Allocation Percentage and has, with respect to any other Series of Notes, the meaning specified in the applicable Indenture Supplement for such Series of Notes.

"**Holder**" has the meaning specified in the Indenture.

"**Indenture**" means the Trust Indenture, dated as of May 9, 2016, between the Issuer and the Indenture Trustee, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Indenture Supplement**" has (i) with respect to Series 2025-CRT5, the meaning specified in the preamble hereto and (ii) with respect to any other Series of Notes, the meaning specified in the Indenture.

"**Indenture Trustee**" means BNY Trust Company of Canada, in its capacity as indenture trustee under the Indenture, its successors in interest and any successor indenture trustee under the Indenture.

"**Initial Dollar Principal Amount**" means Cdn. $2,750,275,660.00.

"**Initial Purchasers"** means, collectively, TD Securities (USA) LLC and J.P. Morgan Securities LLC.

"**Interest Payment Date**" means, (i) with respect to the Class A Notes, May 15, 2025 and, prior to the occurrence of a Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes, the 15th day of May and November of each year (or if such 15th day is not a Business Day, the next succeeding Business Day), and, following the occurrence of an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes pursuant to Section 7.02 of the Indenture, the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day, and (ii) with respect to the Class B Notes and the Class C Notes, March 17, 2025 and the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day.

"**Interest Period**" means, with respect to any Interest Payment Date for a Class, the period from and including the Interest Payment Date immediately preceding such Interest Payment Date (or, in the case of the first Interest Payment Date, from and including the Closing Date) for such Class

and to, but excluding, (i) in the case of the Class A Notes, May 15, 2025 and (ii) in the case of the Class B Notes and the Class C Notes, March 15, 2025.

"**Invested Amount**" has the meaning specified in the Transfer Agreement.

"**Investor Charge-Off**" has the meaning specified in Section 4.09.

"**Issuer**" has the meaning specified in the preamble hereto.

"**Issuer Accounts**" has the meaning specified in the Indenture.

"**Issuer Trustee**" means Computershare Trust Company of Canada, not in its individual capacity, but solely as Issuer Trustee under the Declaration of Trust, its successors in interest and any successor Issuer Trustee under the Declaration of Trust.

"**Legal Maturity Date**" means the May 2029 Payment Date.

"**Master Trust**" has the meaning specified in the Indenture.

"**Monthly Period**" has the meaning specified in the Indenture.

"**Monthly Principal**" means the monthly principal distributable in respect of the Series 2025-CRT5 Notes as calculated in accordance with Section 4.03.

"**Monthly Subordination Amount**" means, with respect to any Monthly Period, an amount equal to the sum of:

(a) the lower of (i) the excess of the amounts distributable pursuant to subsections 4.05(a), 4.05(d) and 4.05(e) over the Series 2025-CRT5 Available Finance Charge Collections and Shared Excess Available Finance Charge Collections allocated with respect thereto pursuant to subsections 4.05(a), 4.05(d) and 4.05(e), respectively, and (ii) (1) the product of (I) 6.5% and (II) the Initial Dollar Principal Amount minus (2) the amount of unreimbursed Investor Charge-offs (as of the previous Payment Date) and unreimbursed Reallocated Principal Collections (as of the previous Payment Date); and

(b) the lower of (i) the excess of the amounts distributable pursuant to subsection 4.05(b) over the Series 2025-CRT5 Available Finance Charge Collections and Shared Excess Available Finance Charge Collections allocated with respect thereto pursuant to subsection 4.05(b), and (ii) (1) the product of (I) 2.5% and (II) the Initial Dollar Principal Amount *minus* (2) the amount of unreimbursed Investor Charge-offs (as of the previous Payment Date) and unreimbursed Reallocated Principal Collections (including amounts allocated pursuant to clause (a) above with respect to the related Payment Date).

"**Nominal Liquidation Amount**" means, as of the Closing Date, the Initial Dollar Principal Amount and on any date of determination thereafter, the sum of, without duplication, (a) the Nominal Liquidation Amount determined on the immediately prior date of determination, *plus* (b) all reimbursements of reductions in the Nominal Liquidation Amount due to Investor Charge-Offs or Reallocated Principal Collections since the prior date of determination, determined

as set forth in Sections 4.09 and 4.10, *minus* (c) the amount of the reduction in the Nominal Liquidation Amount due to Investor Charge-Offs since the prior date of determination, determined as set forth in Section 4.09, *minus* (d) the amount of the reduction in the Nominal Liquidation Amount due to the application of Reallocated Principal Collections since the prior date of determination, determined as set forth in Section 4.10, *minus* (e) the Cdn. $ amount deposited in the Principal Funding Account or paid to the Series 2025-CRT5 Noteholders or the Swap Counterparty on account of principal (in each case, after giving effect to any deposits, allocations, reallocations or withdrawals to be made on that day) since the prior date of determination; provided, however, that (1) the Nominal Liquidation Amount may never be less than zero, (2) the Nominal Liquidation Amount may never be greater than the Adjusted Outstanding Dollar Principal Amount and (3) if there is a sale of Collateral in accordance with Section 4.17, the Nominal Liquidation Amount will be reduced to zero upon such sale.

"**Nominal Liquidation Amount Deficit**" means the Series 2025-CRT5 Additional Amount.

"**Note**" or "**Notes**" has the meaning specified in the Indenture.

"**Note Rating Agency**" means each of Fitch and S&P.

"**Note Rating Agency Condition**" has the meaning specified in the Indenture.

"**Note Transfer Date**" has the meaning specified in the Servicing Agreement.

"**Noteholder**" has the meaning specified in the Indenture.

"**Officer's Certificate**" has the meaning specified in the Indenture.

"**Outstanding**" has the meaning specified in the Indenture.

"**Outstanding Currency Specific Dollar Principal Amount**" has the meaning specified in the Indenture.

"**Outstanding Dollar Principal Amount**" has the meaning specified in the Indenture, and, for greater certainty, U.S.$ amounts withdrawn from the Class B and C Note Payment Account for payment of principal to Holders of the Class B Notes and the Class C Notes shall not be subtracted from the Outstanding Dollar Principal Amount of the Class B Notes or Class C Notes.

"**Paying Agent**" has the meaning specified in the Indenture.

"**Payment Date**" means (i) with respect to Series 2025-CRT5, March 17, 2025 and the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day, and (ii) with respect to any other Series of Notes, the meaning specified in the applicable Indenture Supplement for such Series of Notes.

"**Person**" has the meaning specified in the Indenture.

"**Pool Balance**" has the meaning specified in the Transfer Agreement.

"**Pooling and Servicing Agreement**" has the meaning specified in the Indenture.

"**Principal Allocation Percentage**" means, with respect to the Series 2025-CRT5 Notes, the Series 2025-CRT5 Principal Allocation Percentage and has, with respect to any other Series of Notes, the meaning specified in the applicable Indenture Supplement for such Series of Notes.

"**Principal Collections**" has the meaning specified in the Servicing Agreement.

"**Principal Funding Account**" means the Eligible Deposit Account designated as such and established pursuant to subsection 4.07(a).

"**Principal Funding Account Balance**" shall mean, with respect to any date of determination during the Controlled Accumulation Period, the principal amount, if any, on deposit in the Principal Funding Account on such date of determination.

"**Principal Funding Account Investment Proceeds**" shall have the meaning specified in subsection 4.07(a)(ii).

"**Principal Payment Rate**" means, with respect to any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Principal Collections received during such Monthly Period and the denominator of which is the aggregate principal amount of billed balances as of the first day of such Monthly Period.

"**QIB**" means "qualified institutional buyer" within the meaning in Rule 144A.

"**Quarterly Excess Spread Percentage**" means (a) with respect to the March 2025 Payment Date, the Excess Spread Percentage with respect to the immediately preceding Monthly Period, (b) with respect to the April 2025 Payment Date, the percentage equivalent of a fraction, the numerator of which is the sum of the Excess Spread Percentages for the immediately preceding two Monthly Periods and the denominator of which is two and (c) with respect to the May 2025 Payment Date and each Payment Date thereafter, the percentage equivalent of a fraction, the numerator of which is the sum of the Excess Spread Percentages for the immediately preceding three Monthly Periods and the denominator of which is three.

"**Quarterly Principal Payment Rate**" means (a) with respect to the March 2025 Payment Date, the Principal Payment Rate with respect to the immediately preceding Monthly Period, (b) with respect to the April 2025 Payment Date, the percentage equivalent of a fraction, the numerator of which is the sum of the Principal Payment Rates for the immediately preceding two Monthly Periods and the denominator of which is two and (c) with respect to the May 2025 Payment Date and each Payment Date thereafter, the percentage equivalent of a fraction, the numerator of which is the sum of the Principal Payment Rates for the immediately preceding three Monthly Periods and the denominator of which is three.

"**Reallocated Principal Collections**" means, with respect to any Monthly Period, Series 2025-CRT5 Principal Collections applied in accordance with Section 4.10.

"**Reallocation Group A Additional Amounts**" means, with respect to any Payment Date, the sum of (a) the Series 2025-CRT5 Additional Amount for such Payment Date and (b) for all other Series

included in Reallocation Group A, the aggregate amount of reductions in the nominal liquidation amounts with respect to such Series as of such Payment Date due to investor charge-offs or the application of reallocated principal collections, which amounts are payable out of Reallocation Group A Finance Charge Collections allocated to such Series for such Payment Date pursuant to the related Indenture Supplements.

"**Reallocation Group A Default Amount**" means, with respect to any Payment Date, the sum of (a) the Series 2025-CRT5 Default Amount for such Payment Date and (b) the aggregate amount of the Default Amount allocated to all other Series included in Reallocation Group A for such Payment Date.

"**Reallocation Group A Fees**" means, with respect to any Payment Date, the sum of (a) the Series 2025-CRT5 Fees for such Payment Date and (b) the aggregate amount of the servicing fees and any other similar fees for all other Series included in Reallocation Group A for such Payment Date, which fees are payable out of Reallocation Group A Finance Charge Collections allocated to such Series for such Payment Date pursuant to the related Indenture Supplements.

"**Reallocation Group A Finance Charge Collections**" means, with respect to any Payment Date, the sum of (a) Series 2025-CRT5 Finance Charge Collections for such Payment Date and (b) the aggregate amount of Finance Charge Collections allocated to all other Series included in Reallocation Group A for such Payment Date.

"**Reallocation Group A Interest**" means, with respect to any Payment Date, the sum of (a) Series 2025-CRT5 Monthly Interest for such Payment Date and (b) the aggregate amount of monthly interest, including overdue monthly interest and interest on such overdue monthly interest, if such amounts are payable out of Reallocation Group A Finance Charge Collections allocated to such Series for such Payment Date pursuant to the related Indenture Supplements.

"**Receivables**" has the meaning specified in the Servicing Agreement.

"**Regulation S**" means Regulation S under the U.S. Securities Act.

"**Regulation S Global Class A Note**" means a Class A Note in the form of a global Registered Note representing Class A Notes offered and sold in reliance on Regulation S.

"**Regulation S Global Class B Note**" means a Class B Note in the form of a global Registered Note representing Class B Notes offered and sold in reliance on Regulation S.

"**Regulation S Global Class C Note**" means a Class C Note in the form of a global Registered Note representing Class C Notes offered and sold in reliance on Regulation S.

"**Reinvestment Amount**" has the meaning specified in the Transfer Agreement.

"**Remaining Series Available Principal Collections Shortfall**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, (a) with respect to Series 2025-CRT5, the excess, if any, of (i) the Series Available Principal Collections Shortfall for such Monthly Period over (ii) the Shared Excess Available Principal Collections, if any, allocated to the Series 2025-CRT5 Notes from other Shared Excess Available Principal Collections Series for

such Monthly Period and (b) with respect to any other Series of Notes, the amount set forth in the applicable Indenture Supplement for such Monthly Period.

"**Repurchase Reporting Series**" has the meaning specified in the Indenture.

"**Required Accumulation Reserve Account Amount**" means, with respect to any Payment Date on or after the Accumulation Reserve Account Funding Date, an amount equal to (a) 0.50% of the Initial Dollar Principal Amount or (b) any other percentage (which may be 0%) of the Initial Dollar Principal Amount designated by the Transferor; provided that if such percentage is less than the percentage specified in clause (a) above, the Note Rating Agency Condition shall have been satisfied with respect to such designation and the Transferor shall have delivered copies of each such written notice to the Servicer, the Indenture Trustee and the Issuer Trustee.

"**Required Class C Reserve Account Amount**" means, with respect to each Payment Date, an amount equal to the product of (a) the Class C Reserve Account Percentage in effect for such Payment Date and (b) the Initial Dollar Principal Amount; provided that, upon the occurrence of an Early Amortization Event or an Event of Default with respect to the Series 2025-CRT5 Notes, the Required Class C Reserve Account Amount shall be the Outstanding Dollar Principal Amount of the Class C Notes as of the date of such occurrence.

"**Required Excess Spread Percentage**" means 0%; provided, however, that the Issuer may, from time to time, change such percentage (which shall never be less than zero) (a) upon written notice to the Indenture Trustee, (b) upon satisfaction of the Note Rating Agency Condition with respect to such change and (c) provided the Issuer reasonably believes, as evidenced by an Officer's Certificate of each Transferor delivered to the Indenture Trustee, that such change shall not have an Adverse Effect.

"**Required Pool Balance**" has the meaning specified in the Transfer Agreement.

"**Revolving Period**" means the period beginning on the Closing Date and ending on the earlier of (a) the close of business on the day immediately preceding the day the Controlled Accumulation Period commences and (b) the close of business on the day immediately preceding the day the Early Amortization Period commences.

"**Rule 144A**" means Rule 144A under the U.S. Securities Act and any successor rule thereto.

"**Rule 144A Global Class A Note**" means a Class A Note in the form of a global Registered Note representing Class A Notes offered and sold to QIBs in reliance on Rule 144A.

"**Rule 144A Global Class B Note**" means a Class B Note in the form of a global Registered Note representing Class B Notes offered and sold to QIBs in reliance on Rule 144A.

"**Rule 144A Global Class C Note**" means a Class C Note in the form of a global Registered Note representing Class C Notes offered and sold to QIBs in reliance on Rule 144A.

"**S&P**" means S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, or any successor thereto.

"**Senior Class**" means (a) with respect to the Class B Notes, the Class A Notes and (b) with respect to the Class C Notes, the Class A Notes and the Class B Notes.

"**Series**" has the meaning specified in the Indenture and, when used with respect to the Series of Notes issued pursuant to this Indenture Supplement, means Series 2025-CRT5.

"**Series 2025-CRT5 Additional Amount**" means, with respect to any Payment Date, the amount specified in subsection 4.05(f) for such Payment Date.

"**Series 2025-CRT5 Available Finance Charge Collections**" means, with respect to any Monthly Period, an amount equal to the sum of (a) the Series 2025-CRT5 Reallocated Finance Charge Collections with respect to such Monthly Period, (b) Principal Funding Account Investment Proceeds, if any, with respect to the related Payment Date, (c) amounts, if any, to be withdrawn from the Accumulation Reserve Account which shall be deposited into the Collection Account on the related Payment Date to be treated as Series 2025-CRT5 Available Finance Charge Collections pursuant to subsection 4.13(b), and (d) Class A Interest Funding Account Investment Proceeds, if any, with respect to the related Payment Date.

"**Series 2025-CRT5 Available Principal Collections**" means, with respect to any Monthly Period, an amount equal to (a) the Series 2025-CRT5 Principal Collections with respect to such Monthly Period, *minus* (b) Reallocated Principal Collections with respect to such Monthly Period, *plus* (c) any Series 2025-CRT5 Available Finance Charge Collections available with respect to such Monthly Period to cover the Series 2025-CRT5 Default Amount or to reimburse any reductions in the Nominal Liquidation Amount from an allocation of Investor Charge-Offs or from the application of Reallocated Principal Collections, *plus* (d) following an Event of Default and acceleration of the Series 2025-CRT5 Notes, Series 2025-CRT5 Available Finance Charge Collections, if any, with respect to such Monthly Period, available pursuant to subsection 4.05(k).

"**Series 2025-CRT5 Default Amount**" means, with respect to any Monthly Period, an amount equal to the product of (a) the Series 2025-CRT5 Floating Allocation Percentage and (b) the Default Amount with respect to such Monthly Period.

"**Series 2025-CRT5 Fees**" means, with respect to any Payment Date, the amount specified in subsection 4.05(d) for such Payment Date.

"**Series 2025-CRT5 Finance Charge Collections**" means, with respect to any Monthly Period, the Finance Charge Collections allocated to the Series 2025-CRT5 Notes pursuant to subsection 4.01(b).

"**Series 2025-CRT5 Floating Allocation Percentage**" means, with respect to any Monthly Period, the percentage equivalent (which percentage shall never exceed 100%) of a fraction, the numerator of which is the Nominal Liquidation Amount as of the beginning of the first day of such Monthly Period (or, with respect to the first Monthly Period, the Initial Dollar Principal Amount), and the denominator of which is the greater of (a) the Pool Balance as of the beginning of the first day of such Monthly Period (or, with respect to the first Monthly Period, the Pool Balance as of the Closing Date) and (b) the sum of the nominal liquidation amounts for all Series of Notes as of the beginning of the first day of such Monthly Period; provided, however, that with respect to any Monthly Period in which an Addition Date, an Increase Date or a Removal Date occurs, the amount

calculated above pursuant to clause (a) of the denominator shall be increased by (i) the aggregate amount of Principal Receivables or Collateral Certificates added to the Issuer on each Addition Date during such Monthly Period and (ii) the aggregate amount by which the Invested Amount of an existing Collateral Certificate was increased on each Increase Date during such Monthly Period, and shall be decreased by the aggregate amount of Principal Receivables or Collateral Certificates removed from the Issuer on each Removal Date during such Monthly Period, as though such Principal Receivables or Collateral Certificates had been added to or removed from, as the case may be, the Issuer as of the beginning of the first day of such Monthly Period.

"**Series 2025-CRT5 Monthly Interest**" means, with respect to any Payment Date, (i) the Class A Canadian Dollar Monthly Interest, (ii) any Class A Monthly Interest previously due but not paid to the Class A Noteholders, (iii) the Class B Canadian Dollar Monthly Interest, (iv) any Class B Canadian Dollar Monthly Interest previously due but not paid to the Class B Noteholders, (v) the Class C Canadian Dollar Monthly Interest, (vi) any Class C Canadian Dollar Monthly Interest previously due but not paid to the Class C Noteholders, (vii) the amount of Additional Interest, if any, and (viii) any Additional Interest previously due but not paid to the Series 2025-CRT5 Noteholders, in each case for such Payment Date.

"**Series 2025-CRT5 Noteholders**" means a Class A Noteholder, a Class B Noteholder or a Class C Noteholder.

"**Series 2025-CRT5 Notes**" means a Class A Note, a Class B Note or a Class C Note.

"**Series 2025-CRT5 Portfolio Yield**" means, for any Monthly Period, the annualized percentage equivalent of a fraction, the numerator of which is equal to the sum of (a) the Series 2025-CRT5 Available Finance Charge Collections with respect to such Monthly Period; minus (b) the Series 2025-CRT5 Default Amount for such Monthly Period and the denominator of which is the Nominal Liquidation Amount as of the last day of the preceding Monthly Period.

"**Series 2025-CRT5 Principal Allocation Percentage**" means, with respect to any Monthly Period, the percentage equivalent (which percentage shall never exceed 100%) of a fraction, the numerator of which is (a) during the Revolving Period, the Nominal Liquidation Amount as of the beginning of the first day of such Monthly Period (or, in the case of the first Monthly Period, the Initial Dollar Principal Amount) and (b) during the Controlled Accumulation Period or the Early Amortization Period, the Nominal Liquidation Amount as of the close of business on the date on which the Revolving Period shall have terminated, and the denominator of which is (A) during the Revolving Period, the greatest of (a) the Pool Balance as of the beginning of the first day of such Monthly Period (or, with respect to the first Monthly Period, the Pool Balance as of the Closing Date), (b) the sum of the nominal liquidation amounts for all Series of Notes as of the beginning of the first day of such Monthly Period, and (c) the sum of the numerator in (a) above and the numerators used to calculate the Principal Allocation Percentages for all other Series of Notes for such Monthly Period; and (B) during the Controlled Accumulation Period or the Early Amortization Period, the greatest of (a) the Pool Balance as of the close of business on the date on which the Revolving Period shall have terminated, (b) the sum of the nominal liquidation amounts for all Series of Notes as of the beginning of the first day of such Monthly Period, and (c) the sum of the numerator in (b) above and the numerators used to calculate the Principal Allocation Percentages for all other Series of Notes for such Monthly Period; provided, however, that with

respect to any Monthly Period in which an Addition Date, an Increase Date or a Removal Date occurs, the amount calculated above pursuant to clauses (A)(a) and (B)(a) of the denominator shall be increased by (i) the aggregate amount of Principal Receivables or Collateral Certificates added to the Issuer on each Addition Date during such Monthly Period and (ii) the aggregate amount by which the Invested Amount of an existing Collateral Certificate was increased on each Increase Date during such Monthly Period, and shall be decreased by the aggregate amount of Principal Receivables or Collateral Certificates removed from the Issuer on each Removal Date during such Monthly Period, and provided further that any such increase or decrease, as the case may be, shall be made as though such Principal Receivables or Collateral Certificates had been added to or removed from, as the case may be, the Issuer as of the first day of such Monthly Period.

"**Series 2025-CRT5 Principal Collections**" means, with respect to any Monthly Period, the Principal Collections allocated to the Series 2025-CRT5 Notes pursuant to subsection 4.01(c).

"**Series 2025-CRT5 Reallocated Finance Charge Collections**" means, with respect to any Monthly Period, that portion of Reallocation Group A Finance Charge Collections allocated to Series 2025-CRT5 pursuant to Section 4.04.

"Series 2025-CRT5 Stated Principal Amount" means, collectively, the Class A Stated Principal Amount, the Class B Stated Principal Amount and the Class C Stated Principal Amount.

"**Series 2025-CRT5 Successor Servicing Fee**" means, with respect to any Monthly Period, an amount equal to the product of (a) the Successor Servicing Fee with respect to such Monthly Period and (b) the Series 2025-CRT5 Floating Allocation Percentage with respect to such Monthly Period.

"**Series Available Finance Charge Collections Shortfall**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, (a) with respect to Series 2025-CRT5, the excess, if any, of (i) the aggregate amount targeted to be paid or applied pursuant to subsections 4.05(a) through (l) for such Monthly Period over (ii) the Series 2025-CRT5 Available Finance Charge Collections with respect to such Monthly Period and (b) with respect to any other Series, the amount set forth in the applicable Indenture Supplement for such Monthly Period; provided, however, that the Issuer, when authorized by an Officer's Certificate of each Transferor, may amend or otherwise modify this definition of Series Available Finance Charge Collections Shortfall provided the Note Rating Agency Condition shall have been satisfied.

"**Series Available Principal Collections Shortfall**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, (a) with respect to Series 2025-CRT5, the excess, if any, of (i) the aggregate amount targeted to be paid or applied pursuant to subsection 4.06(b)(i) through (iv) for such Monthly Period (with Monthly Principal being determined, for the purpose of subsection 4.06(b)(i) in determining Series Available Principal Collections Shortfall, without reference to clause (b)(i) of Section 4.03) over (ii) the Series 2025-CRT5 Available Principal Collections with respect to such Monthly Period and (b) with respect to any other Series of Notes, the amount set forth in the applicable Indenture Supplement for such Monthly Period; provided, however, that the Issuer, when authorized by an Officer's Certificate of each Transferor, may amend or otherwise modify this definition of Series Available Principal Collections Shortfall provided the Note Rating Agency Condition shall have been satisfied.

"**Series Required Transferor Amount Percentage**" means (a) with respect to Series 2025-CRT5, 7.50%, and (b) with respect to any other Series of Notes, the percentage set forth in the applicable Indenture Supplement; provided, however, that with respect to the percentage specified in clause (a) above, the Transferor may from time to time designate a different percentage; provided further, that prior to designating any lesser percentage, the Note Rating Agency Condition shall have been satisfied with respect to such lesser percentage.

"**Servicer**" has the meaning specified in the Servicing Agreement.

"**Servicer Default**" has the meaning specified in the Servicing Agreement.

"**Servicing Agreement**" means the Servicing Agreement, dated as of May 9, 2016, among Evergreen Funding Limited Partnership, as Transferor, TD, as Servicer and Administrator, the Issuer, and the Indenture Trustee, as may be amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Shared Excess Available Finance Charge Collections**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, with respect to any Series of Notes in Shared Excess Available Finance Charge Collections Group A, the sum of (a) the amount of Series 2025-CRT5 Available Finance Charge Collections with respect to such Monthly Period, available after application in accordance with subsections 4.05(a) through (l) and (b) the Finance Charge Collections remaining after all required payments and deposits from all other Series identified as belonging to Shared Excess Available Finance Charge Collections Group A which the applicable Indenture Supplements for such Series specify are to be treated as "**Shared Excess Available Finance Charge Collections**" with respect to such Monthly Period.

"**Shared Excess Available Finance Charge Collections Group**" has the meaning specified in the Indenture.

"**Shared Excess Available Finance Charge Collections Group A**" means the Shared Excess Available Finance Charge Collections Group to which Series 2025-CRT5 has been designated for inclusion under subsection 4.11(a).

"**Shared Excess Available Finance Charge Collections Series**" has the meaning specified in the Indenture.

"**Shared Excess Available Principal Collections**" means, with respect to any Monthly Period as determined on the related Note Transfer Date, the sum of (a) with respect to Series 2025-CRT5, the amount of Series 2025-CRT5 Available Principal Collections for such Monthly Period available after application in accordance with subsections 4.06(b)(i) through (iv) and (b) with respect to any other Series included in Shared Excess Available Principal Collections Group A, the Principal Collections allocated to such other Series remaining after all required payments and deposits, which the applicable Indenture Supplements for such Series specify are to be treated as "Shared Excess Available Principal Collections" with respect to such Monthly Period.

"**Shared Excess Available Principal Collections Group**" has the meaning specified in the Indenture.

"**Shared Excess Available Principal Collections Group A**" means the Shared Excess Available Principal Collections Group to which Series 2025-CRT5 has been designated for inclusion under subsection 4.12(a).

"**Shared Excess Available Principal Collections Series**" has the meaning specified in the Indenture.

"**Similar Law**" means any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code.

"**Subordinated Class**" means (a) with respect to the Class A Notes, the Class B Notes and the Class C Notes and (b) with respect to the Class B Notes, the Class C Notes.

"**Subordinated Lender**" means TD in its capacity as lender under the Subordinated Loan Agreement and its successors and permitted assigns in such capacity under the Subordinated Loan Agreement.

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated as of January 16, 2025 between the Subordinated Lender and the Issuer, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Successor Servicing Fee**" has the meaning specified in the Servicing Agreement.

"**Swap Agreement**" means the ISDA Master Agreement dated as of January 8, 2025, as between the Issuer and the Swap Counterparty, as amended, supplemented, restated, replaced or otherwise modified from time to time, including the Schedule and Credit Support Annex thereto each dated as of January 8, 2025, and together with the related Confirmations (as defined therein), dated the date hereof, in relation to the cross currency swap entered into in connection with the cross currency swap entered into in connection with the Class B Notes (the "**Class B Swap Confirmation**") and the cross currency swap entered into in connection with the Class C Notes (the "**Class C Swap Confirmation**").

"**Swap Collateral Account**" means the Eligible Deposit Account designated as such and established pursuant to subsection 4.18(a).

"**Swap Counterparty**" means The Toronto-Dominion Bank and its successors and permitted assigns.

"**Swap Payment Date**" means each "Payment Date" as defined under the Swap Agreement.

"**Swap Termination Event**" means the Swap Agreement has terminated and the Issuer is unable to enter into a replacement swap agreement pursuant to Section 4.19(a).

"**TD**" means The Toronto-Dominion Bank, a Canadian chartered bank, and its successors and assigns.

"**Transfer Agreement**" means the Transfer Agreement, dated as of May 9, 2016, among Evergreen Funding Limited Partnership, as Transferor, the Issuer, and the Indenture Trustee, as may be amended, supplemented, restated, replaced or otherwise modified from time to time.

"**Transferor**" has the meaning specified in the Transfer Agreement.

"**Transferor Indebtedness**" has the meaning specified in the Transfer Agreement.

"**U.S. person**" means a U.S. person within the meaning of Regulation S.

Section 2.02 **Governing Law.**

THIS INDENTURE SUPPLEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY ONTARIO COURTS SITTING IN TORONTO IN ANY ACTION, APPLICATION, REFERENCE OR OTHER PROCEEDING ARISING OUT OF OR RELATED TO THIS INDENTURE SUPPLEMENT. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO REQUIRE A TRIAL BY JURY OF ANY PROCEEDING COMMENCED IN CONNECTION WITH THIS INDENTURE SUPPLEMENT.

Section 2.03 **Counterparts; Electronic Execution.**

This Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Electronic execution of this Agreement by PDF signature, DocuSign or any other customary means shall be effective as manual execution of this Agreement.

Section 2.04 **Ratification of Indenture.**

As supplemented by this Indenture Supplement, the Indenture is in all respects ratified and confirmed and the Indenture as so supplemented by this Indenture Supplement shall be read, taken and construed as one and the same instrument.

Section 2.05 **Canadian Dollar Equivalent.**

Unless otherwise specified herein, any reference to the principal amount of the Class B Notes or Class C Notes, including in respect of such debt as indebtedness of the Issuer, shall be to the Canadian Dollar Equivalent of the principal amount in U.S. $ of the Class B Notes or Class C Notes, as applicable.

ARTICLE III
SERVICING COMPENSATION

Section 3.01 **Servicing Compensation.**

The share of the Successor Servicing Fee allocable to the Series 2025-CRT5 Noteholders with respect to any Payment Date shall equal the Series 2025-CRT5 Successor Servicing Fee. The portion of the Successor Servicing Fee that is not allocable to the Series 2025-CRT5 Noteholders shall be paid by the holders of the Transferor Indebtedness or the Noteholders of other Series of Notes (as provided in the related Indenture Supplements), and in no event shall the Issuer, the Issuer Trustee, the Indenture Trustee or the Series 2025-CRT5 Noteholders be liable for the share of the Successor Servicing Fee to be paid by the holders of the Transferor Indebtedness or the Noteholders of any other Series of Notes.

ARTICLE IV
RIGHTS OF SERIES 2025-CRT5 NOTEHOLDERS AND ALLOCATION AND APPLICATION OF COLLECTIONS

Section 4.01 **Collections and Allocations.**

(a) Allocations. Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee allocated to Series 2025-CRT5 pursuant to Article V of the Indenture shall be allocated and distributed as set forth in this Article IV.

(b) Allocations of Finance Charge Collections to the Series 2025-CRT5 Notes. With respect to each Monthly Period, the Indenture Trustee, at the direction of the Servicer, shall allocate to the Series 2025-CRT5 Noteholders an amount equal to the product of (A) the Series 2025-CRT5 Floating Allocation Percentage and (B) the aggregate amount of Finance Charge Collections with respect to such Monthly Period and retain in the Collection Account for application as provided herein such allocated Finance Charge Collections as are deposited to the Collection Account in respect of the Series 2025-CRT5 Notes.

(c) Allocations of Principal Collections to the Series 2025-CRT5 Notes. With respect to each Monthly Period, the Indenture Trustee, at the direction of the Servicer, shall allocate to the Series 2025-CRT5 Noteholders an amount equal to the product of (A) the Series 2025-CRT5 Principal Allocation Percentage and (B) the aggregate amount of Principal Collections with respect to such Monthly Period and retain in the Collection Account for application as provided herein such allocated Principal Collections as are deposited to the Collection Account in respect of the Series 2025-CRT5 Notes.

(d) Allocations of the Default Amount to the Series 2025-CRT5 Notes. With respect to each Monthly Period, the Indenture Trustee, at the direction of the Servicer, shall allocate to the Series 2025-CRT5 Notes an amount equal to the product of (A) the Series 2025-CRT5 Floating Allocation Percentage and (B) the Default Amount with respect to such Monthly Period.

(e) Allocations of the Successor Servicing Fee to the Series 2025-CRT5 Notes. With respect to each Monthly Period, the Indenture Trustee, at the direction of the Servicer, shall allocate to the Series 2025-CRT5 Notes an amount equal to the product of (A) the Series 2025-CRT5 Floating Allocation Percentage and (B) the Successor Servicing Fee with respect to such Monthly Period.

(f) [RESERVED]

(g) Requirement of the Servicer to Deposit under Subsection 2.1(d) of the Servicing Agreement. The following conditions shall be specified for the purposes of subsection 2.1(d) of the Servicing Agreement and, in addition to the condition specified in Section 2.1(d) of the Servicing Agreement, such conditions shall be satisfied before the Servicer shall not be required to make deposits of Collections into the Collection Account in accordance with subsection 2.1(a) of the Servicing Agreement**:** if no Servicer Default has occurred and TD, or, if a Successor Servicer has been appointed, such Successor Servicer, maintains a rating from each Note Rating Agency then rating its securities equivalent to at least "F1" and "A" from Fitch and "A-1" from S&P, it shall not be required to make deposits of Collections into the Collection Account until the time specified in subsection 2.1(d) of the Servicing Agreement.

In addition, for greater certainty, following the occurrence of a Servicer Default which is continuing at the time in question or during any Amortization Period and notwithstanding the rating of TD at such time, the Servicer shall be required to make deposits of Collections into the Collection Account in accordance with subsection 2.1(a) of the Servicing Agreement and to make the withdrawals therefrom and deposits into the Supplemental Issuer Account as specified in the Servicing Agreement.

Section 4.02 **Determination of Monthly Interest.**

(a) The amount of monthly interest ("**Class A Monthly Interest**") distributable from the Collection Account with respect to the Class A Notes on any Payment Date shall be an amount equal to the product of (i) 1/12, (1) the Class A Note Interest Rate and (ii) the Outstanding Dollar Principal Amount of the Class A Notes as of the close of business on the immediately preceding Record Date; provided that with respect to the first Payment Date, the Class A Monthly Interest will be Cdn. $14,979,326.44.

On the Note Transfer Date preceding each Payment Date, the Servicer shall determine the excess, if any (the "**Class A Interest Shortfall**"), of (x) the Class A Monthly Interest for such Payment Date over (y) the aggregate amount of funds allocated and available to pay such Class A Monthly Interest on such Payment Date. If the Class A Interest Shortfall with respect to any Payment Date is greater than zero, on each subsequent Payment Date until such Class A Interest Shortfall is fully paid, an additional amount ("**Class A Additional Interest**") equal the product of (i) 1/12, (ii) the Class A Note Interest Rate and (iii) such Class A Interest Shortfall (or the portion thereof which has not been paid to the Class A Noteholders) shall be payable as provided herein with respect to the Class A Notes. Notwithstanding anything to the contrary herein, Class A Additional Interest shall be payable or distributed to the Class A Noteholders only to the extent permitted by applicable law.

(b) The amount of monthly interest ("**Class B Canadian Dollar Monthly Interest**") distributable from the Collection Account with respect to the Class B Notes on any Payment Date shall be an amount equal to (i) if no Swap Termination Event has occurred, the Class B Interest Swap Payment (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) in respect of accruals under the Swap Agreement with respect to the related Interest Period and (ii) from and after the occurrence

and during the continuance of a Swap Termination Event, the Canadian Dollar Equivalent of the interest accrued on the Outstanding Currency Specific Dollar Principal Amount of the Class B Notes as of the close of business on the immediately preceding Record Date during the related Interest Period; provided that with respect to the first Payment Date, the Class B Canadian Dollar Monthly Interest will be Cdn. $1,026,997.77.

The amount of monthly interest ("**Class B Monthly Interest**") distributable from the Class B and C Note Payment 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 Currency Specific 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 U.S $985,490.44.

On the Note Transfer Date preceding each Payment Date from and after the occurrence and during the continuance of a Swap Termination Event, the Servicer shall determine the excess, if any (the "**Class B Interest Shortfall**"), of (x) the Class B Monthly Interest for such Payment Date over (y) the aggregate amount of funds allocated and available to pay such Class B Monthly Interest on such Payment Date pursuant to Section 4.08(c). If the Class B Interest Shortfall with respect to any Payment Date is greater than zero, on each subsequent Payment Date until such Class B Interest Shortfall is fully paid, an additional amount ("**Class B Additional Interest**") equal to the product of (i) 1/12, (ii) the Class B Note Interest Rate and (iii) such Class B Interest Shortfall (or the portion thereof which has not been paid to the Class B Noteholders) shall be payable as provided herein with respect to the Class B Notes. Notwithstanding anything to the contrary herein, Class B Additional Interest shall be payable or distributed to the Class B Noteholders only to the extent permitted by applicable law.

(c) The amount of monthly interest ("**Class C Canadian Dollar Monthly Interest**") distributable from the Collection Account with respect to the Class C Notes on any Payment Date shall be an amount equal to (i) if no Swap Termination Event has occurred, the Class C Interest Swap Payment (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) in respect of accruals under the Swap Agreement with respect to the related Interest Period and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, the Canadian Dollar Equivalent of the interest accrued on the Outstanding Currency Specific Dollar Principal Amount of the Class C Notes as of the close of business on the immediately preceding Record Date during the related Interest Period; provided that with respect to the first Payment Date, the Class C Canadian Dollar Monthly Interest will be Cdn.$460,471.18.

The amount of monthly interest ("**Class C Monthly Interest**") distributable from the Class B and C Note Payment 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 Currency Specific 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 U.S.$433,350.00.

On the Note Transfer Date preceding each Payment Date from and after the occurrence and during the continuance of a Swap Termination Event, the Servicer shall determine

the excess, if any (the "**Class C Interest Shortfall**"), of (x) the Class C Monthly Interest for such Payment Date pursuant to Section 4.08(c) over (y) the aggregate amount of funds allocated and available to pay such Class C Monthly Interest on such Payment Date. If the Class C Interest Shortfall with respect to any Payment Date is greater than zero, on each subsequent Payment Date until such Class C Interest Shortfall is fully paid, an additional amount ("**Class C Additional Interest**") equal to the product of (i) 1/12, (ii) the Class C Note Interest Rate and (iii) such Class C Interest Shortfall (or the portion thereof which has not been paid to the Class C Noteholders) shall be payable as provided herein with respect to the Class C Notes. Notwithstanding anything to the contrary herein, Class C Additional Interest shall be payable or distributed to Class C Noteholders only to the extent permitted by applicable law.

Section 4.03 **Determination of Monthly Principal.**

The amount of monthly principal allocated and made available from the Collection Account with respect to the Series 2025-CRT5 Notes on each Payment Date (the "**Monthly Principal**"), shall be equal to (a) during the Revolving Period, zero and (b) beginning with the Payment Date in the month following the month in which the Controlled Accumulation Period or, if earlier, the Early Amortization Period, begins, the least of (i) the Series 2025-CRT5 Available Principal Collections on deposit in the Collection Account with respect to such Payment Date, (ii) for each Payment Date with respect to the Controlled Accumulation Period, the Controlled Deposit Amount for such Payment Date and (iii) the Nominal Liquidation Amount for such Payment Date (after taking into account any adjustments to be made on such Payment Date pursuant to Sections 4.05, 4.09 and 4.10).

Section 4.04 **Reallocated Finance Charge Collections.**

(a) The portion of Reallocation Group A Finance Charge Collections for any Payment Date equal to the amount of Series 2025-CRT5 Reallocated Finance Charge Collections for such Payment Date shall be allocated to Series 2025-CRT5 and will be distributed as set forth in this Indenture Supplement.

(b) Series 2025-CRT5 Reallocated Finance Charge Collections with respect to any Payment Date shall equal the sum of (i) the aggregate amount of the Series 2025-CRT5 Monthly Interest, Series 2025-CRT5 Default Amount, Series 2025-CRT5 Fees and Series 2025-CRT5 Additional Amount for such Payment Date and (ii) that portion of excess Reallocation Group A Finance Charge Collections to be included in Series 2025-CRT5 Reallocated Finance Charge Collections pursuant to subsection (c) hereof; provided, however, that if the amount of Reallocation Group A Finance Charge Collections for such Payment Date is less than the sum of (w) Reallocation Group A Interest, (x) Reallocation Group A Default Amount, (y) Reallocation Group A Fees and (z) Reallocation Group A Additional Amounts, then Series 2025-CRT5 Reallocated Finance Charge Collections shall equal the sum of the following amounts for such Payment Date:

(A) the product of (I) the lesser of (1) Reallocation Group A Finance Charge Collections and (2) Reallocation Group A Interest and (II) a fraction, the numerator of which is the Series 2025-CRT5 Monthly Interest and the denominator of which is Reallocation Group A Interest;

(B) the product of (I) the lesser of (1) Reallocation Group A Finance Charge Collections less the amount of Reallocation Group A Interest and (2) the Reallocation Group A Default Amount and (II) a fraction, the numerator of which is the Series 2025-CRT5 Default Amount and the denominator of which is the Reallocation Group A Default Amount;

(C) the product of (I) the lesser of (1) Reallocation Group A Finance Charge Collections less the amount of Reallocation Group A Interest and the Reallocation Group A Default Amount and (2) Reallocation Group A Fees and (II) a fraction, the numerator of which is Series 2025-CRT5 Fees and the denominator of which is Reallocation Group A Fees; and

(D) the product of (I) Reallocation Group A Finance Charge Collections less the sum of (1) Reallocation Group A Interest, (2) the Reallocation Group A Default Amount and (3) Reallocation Group A Fees and (II) a fraction, the numerator of which is Series 2025-CRT5 Additional Amount and the denominator of which is Reallocation Group A Additional Amounts.

(c) If the amount of Reallocation Group A Finance Charge Collections for any Payment Date exceeds the sum of (i) Reallocation Group A Interest, (ii) the Reallocation Group A Default Amount, (iii) Reallocation Group A Fees and (iv) Reallocation Group A Additional Amounts, then Series 2025-CRT5 Reallocated Finance Charge Collections for such Payment Date shall include an amount equal to the product of (x) the amount of such excess and (y) a fraction, the numerator of which is the Nominal Liquidation Amount as of the last day of the second preceding Monthly Period (or, with respect to the first Payment Date, as of the Closing Date) and the denominator of which is the sum of such Nominal Liquidation Amount and the aggregate nominal liquidation amounts for all other Series included in Reallocation Group A as of such last day (or, for Series 2025-CRT5, with respect to the first Payment Date, as of the Closing Date).

Section 4.05 **Application of Available Finance Charge Collections on Deposit in the Collection Account.**

The Servicer shall apply, or shall cause the Indenture Trustee to apply by written instruction to the Indenture Trustee, on each Payment Date, Series 2025-CRT5 Available Finance Charge Collections and any excess Counterparty Termination Payment on deposit in the Collection Account with respect to such Payment Date to make the following distributions in the following priority:

(a) an amount equal to Class A Monthly Interest for such Payment Date, *plus* the amount of any Class A Monthly Interest previously due but not paid to Class A Noteholders on a prior Payment Date, *plus* the amount of any Class A Additional Interest for such Payment Date, *plus* the amount of any Class A Additional Interest, or portion thereof, previously due but not paid to Class A Noteholders on a prior Payment Date, shall be deposited to the Class A Interest Funding Account for distribution to the Paying Agent for payment to Class A Noteholders on the next Interest Payment Date with respect to the Class A Notes or such Payment Date if it is an Interest Payment Date with respect to the Class A Notes, as applicable;

(b) (i) if no Swap Termination Event has occurred, to the Swap Counterparty in payment of the Class B Interest Swap Payment (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) for such Payment Date and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 and deposit to the Class B and C Note Payment Account, an amount equal to the Class B Canadian Dollar Monthly Interest for such Payment Date, *plus* the amount of any Class B Canadian Dollar Monthly Interest, or portion thereof, previously due but not paid to Class B Noteholders on a prior Payment Date, *plus* the Canadian Dollar Equivalent of the amount of any Class B Additional Interest for such Payment Date, *plus* the Canadian Dollar Equivalent of the amount of any Class B Additional Interest, or portion thereof, previously due but not paid to Class B Noteholders on a prior Payment Date;

(c) (i) if no Swap Termination Event has occurred, to the Swap Counterparty in payment of the Class C Interest Swap Payment (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) for such Payment Date and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 and deposit to the Class B and C Note Payment Account, an amount equal to the Class C Canadian Dollar Monthly Interest for such Payment Date, *plus* the amount of any Class C Canadian Dollar Monthly Interest, or portion thereof, previously due but not paid to Class C Noteholders on a prior Payment Date, *plus* the Canadian Dollar Equivalent of the amount of any Class C Additional Interest for such Payment Date, *plus* the Canadian Dollar Equivalent of the amount of any Class C Additional Interest, or portion thereof, previously due but not paid to Class C Noteholders on a prior Payment Date;

(d) an amount equal to the Series 2025-CRT5 Successor Servicing Fee for such Payment Date, *plus* the amount of any Series 2025-CRT5 Successor Servicing Fee, or portion thereof, previously due but not paid to a Successor Servicer on a prior Payment Date, shall be distributed to the Successor Servicer (unless such amount has been netted against deposits to the Collection Account in accordance with Section 2.1 of the Servicing Agreement);

(e) an amount equal to the Series 2025-CRT5 Default Amount for such Payment Date shall be treated as a portion of Series 2025-CRT5 Available Principal Collections for such Payment Date;

(f) an amount (the "**Series 2025-CRT5 Additional Amount**") equal to the sum of the aggregate amount of Investor Charge-Offs and the amount of Reallocated Principal Collections which have not previously been reimbursed shall be used to reimburse such amount pursuant to this subsection 4.05(f) and treated as Series 2025-CRT5 Available Principal Collections for such Payment Date;

(g) on each Payment Date from and after the Accumulation Reserve Account Funding Date, but prior to the date on which the Accumulation Reserve Account terminates as described in subsection 4.13(f), an amount equal to the excess, if any, of the Required Accumulation Reserve Account Amount over the Available Accumulation Reserve Account Amount shall be deposited into the Accumulation Reserve Account;

(h) to make the targeted deposit to the Class C Reserve Account, if any, pursuant to Section 4.14;

(i) an amount equal to any swap termination payment to be made by the Issuer, plus the amount of any swap termination payment to be made by the Issuer previously due but not paid on a prior Payment Date, shall be paid on behalf of the Issuer to the Swap Counterparty;

(j) an amount equal to the payment then due pursuant to Subordinated Loan Agreement on the related Payment Date, plus the amount of any Subordinated Loan Agreement payment previously due but not paid on a prior Payment Date, shall be paid on behalf of the Issuer to the Subordinated Lender;

(k) upon the occurrence of an Event of Default with respect to Series 2025-CRT5 and acceleration of the maturity of the Series 2025-CRT5 Notes pursuant to Section 7.02 of the Indenture, the balance, if any, up to the Outstanding Dollar Principal Amount, less the amount of Series 2025-CRT5 Available Principal Collections allocated to Series 2025-CRT5 on such Payment Date (other than pursuant to this clause (k)), shall be treated as Series 2025-CRT5 Available Principal Collections for such Payment Date;

(l) an amount equal to Cdn. $100 shall be paid to the Issuer for the benefit of the beneficiary of the Trust in accordance with the Declaration of Trust; and

(m) the balance, if any, shall constitute a portion of Shared Excess Available Finance Charge Collections for such Payment Date and shall be available for allocation to other Series in Shared Excess Available Finance Charge Collections Group A, to the extent needed, and thereafter paid to the holders of the Transferor Indebtedness.

Section 4.06 **<u>Application of Series 2025-CRT5 Available Principal Collections.</u>**

(a) On each Payment Date with respect to the Revolving Period, an amount equal to Series 2025-CRT5 Available Principal Collections deposited in the Collection Account with respect to the related Monthly Period shall be treated as Shared Excess Available Principal Collections with respect to such Monthly Period.

(b) On each Payment Date with respect to the Controlled Accumulation Period or the Early Amortization Period, an amount equal to the Series 2025-CRT5 Available Principal Collections deposited in the Collection Account for the related Monthly Period shall be distributed or deposited in the following order of priority:

(i) during the Controlled Accumulation Period and prior to the payment in full of the Class A Notes, the Class B Notes and the Class C Notes, an amount equal to the Monthly Principal for such Payment Date shall be deposited into the Principal Funding Account in an amount not to exceed the Controlled Deposit Amount;

(ii) during the Early Amortization Period, an amount equal to the Monthly Principal for such Payment Date shall be distributed to the Paying Agent for payment to the Class A Noteholders on such Payment Date and on each subsequent Payment Date until the Class A Stated Principal Amount has been paid in full;

(iii) after giving effect to the distribution referred to in clause (ii) above, during the Early Amortization Period, an amount equal to the Monthly Principal remaining, if any, shall be distributed to the Paying Agent (A) if no Swap Termination Event has occurred, in or toward payment to the Swap Counterparty of the Party B Interim Exchange Amount (as defined in the Class B Swap Confirmation) (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) and deposit by the Swap Counterparty to the Class B and C Note Payment Account and (B) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class B Stated Principal Amount, for payment to the Class B Noteholders on such Payment Date and on each subsequent Payment Date until the Class B Stated Principal Amount has been paid in full;

(iv) after giving effect to the distribution referred to in clauses (ii) and (iii) above, during the Early Amortization Period, an amount equal to the Monthly Principal remaining, if any, shall be distributed to the Paying Agent (A) if no Swap Termination Event has occurred, in or toward payment to the Swap Counterparty of the Party B Interim Exchange Amount (as defined in the Class C Swap Confirmation) (which, for greater certainty, shall not include any amounts payable by the Issuer upon any applicable early termination under the Swap Agreement) and deposit by the Swap Counterparty to the Class B and C Note Payment Account and (B) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class C Stated Principal Amount, for payment to the Class C Noteholders on such Payment Date and on each subsequent Payment Date until the Class C Stated Principal Amount has been paid in full; and

(v) the balance of such Series 2025-CRT5 Available Principal Collections shall be treated as Shared Excess Available Principal Collections on each applicable Note Transfer Date for the benefit of other Series in Shared Excess Available Principal Collections Group A.

(c) On the earlier to occur of (i) the first Payment Date with respect to the Early Amortization Period and (ii) the Expected Final Payment Date, the Indenture Trustee, acting in accordance with instructions from the Servicer, shall withdraw from the Principal Funding Account and distribute to the Paying Agent for payment *first*, to the Class A Noteholders up to the Class A Stated Principal Amount, *second*, (A) if no Swap Termination Event has occurred, to the Swap Counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable (each as defined in the Class B Swap Confirmation) and (B) from and after the occurrence and during the continuation of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class B Stated Principal Amount and *third*, (A) if no Swap Termination Event has occurred, to the Swap Counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable (each as defined in the Class C Swap Confirmation) and (B) from and after the occurrence and during the continuation of a Swap Termination Event, to the Administrator for conversion to U.S. $'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class

C Stated Principal Amount, the amounts deposited into the Principal Funding Account pursuant to subsection 4.06(b)(i).

Section 4.07 **Principal Funding Account; Controlled Accumulation Period.**

(a) (i) The Issuer shall cause to be established and maintained, in the name of the Indenture Trustee, an Eligible Deposit Account (the "**Principal Funding Account**"), bearing a designation clearly indicating that the funds and other property credited thereto are held for the benefit of the Series 2025-CRT5 Noteholders. The Principal Funding Account shall be considered a Supplemental Issuer Account and held by the Indenture Trustee in accordance with subsection 5.02(c) of the Indenture.

(ii) At the written direction of the Servicer (or its agent appointed pursuant to subsection 4.15(b)), funds on deposit in the Principal Funding Account shall be invested by the Indenture Trustee in Eligible Investments selected by the Servicer (or its agent appointed pursuant to subsection 4.15(b)); provided, however, that if no such written direction is provided, funds on deposit in the Principal Funding Account shall remain uninvested. All such Eligible Investments shall be held by the Indenture Trustee for the benefit of the Series 2025-CRT5 Noteholders; provided that on each Payment Date, all interest and other investment income (net of losses and investment expenses) ("**Principal Funding Account Investment Proceeds**") on funds on deposit therein shall be applied as set forth in paragraph (iii) below. Subject to the first sentence of this paragraph (a)(ii), funds on deposit in the Principal Funding Account shall be invested in Eligible Investments that shall mature so that such funds shall be available for withdrawal on or prior to the following Note Transfer Date. Unless the Servicer directs otherwise, funds deposited in the Principal Funding Account on a Note Transfer Date (which immediately precedes a Payment Date) upon the maturity of any Eligible Investments are not required to be invested overnight. No such Eligible Investment shall be disposed of prior to its maturity; provided, however, that the Indenture Trustee shall sell, liquidate or dispose of any such Eligible Investment if, prior to the maturity of such Eligible Investment, a default occurs in the payment of principal, interest or any other amount with respect to such Eligible Investment; provided further, however, that the Servicer shall deliver prompt written notice to the Indenture Trustee of any such default; and provided further that, subject to Section 8.01 of the Indenture, the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in such Principal Funding Account resulting from any loss on any Eligible Investment included therein.

(iii) On each Payment Date with respect to the Controlled Accumulation Period, the Servicer shall direct the Indenture Trustee in writing to withdraw from the Principal Funding Account and deposit into the Collection Account all Principal Funding Account Investment Proceeds then on deposit in the Principal Funding Account and such Principal Funding Account Investment Proceeds shall be treated as a portion of Series 2025-CRT5 Available Finance Charge Collections.

(iv) Reinvested interest and other investment income on funds deposited in the Principal Funding Account shall not be considered to be principal amounts on deposit therein for purposes of this Indenture Supplement.

(b) (i) The Indenture Trustee shall possess all right, title and interest in all funds and property from time to time credited to the Principal Funding Account and in all proceeds thereof. The Principal Funding Account shall be under the exclusive control of the Indenture Trustee for the benefit of the Series 2025-CRT5 Noteholders. If, at any time, the Principal Funding Account ceases to be an Eligible Deposit Account, the Indenture Trustee (or the Servicer on its behalf) shall within ten Business Days (or such longer period, so long as the Note Rating Agency Condition is satisfied) establish a new Principal Funding Account meeting the conditions specified in paragraph (a)(i) above as an Eligible Deposit Account and shall transfer any funds or other property to such new Principal Funding Account.

(ii) Pursuant to the authority granted to the Servicer in Section 3.1 of the Servicing Agreement, the Servicer shall have the power to instruct the Indenture Trustee to make withdrawals and payments from the Principal Funding Account for the purposes of carrying out the Servicer's or Indenture Trustee's duties hereunder.

(c) The Controlled Accumulation Period is scheduled to commence on November 1, 2026; provided, however, that if the Controlled Accumulation Period Length (determined as described below) is less than six months, then the date on which the Controlled Accumulation Period actually commences may, at the option of the Transferor, be delayed to the close of business on the last day of the Monthly Period specified by the Administrator and, as a result, the number of Monthly Periods in the Controlled Accumulation Period will equal the number so specified. On the Note Transfer Date immediately preceding the November 2026 Payment Date, the Servicer shall determine the "**Controlled Accumulation Period Length,**" which shall equal the number of months not less than the number of whole calendar months reasonably expected by the Servicer to be necessary to accumulate from Series 2025-CRT5 Available Principal Collections and Shared Excess Available Principal Collections expected to be available to Series 2025-CRT5 from other Shared Excess Available Principal Collections Series during the Controlled Accumulation Period an amount equal to the Initial Dollar Principal Amount; provided, however, that the Controlled Accumulation Period Length shall not be determined to be less than one month.

Section 4.08 **Class B and C Note Payment Account.**

(a) The Servicer shall establish and maintain, in the name of the Indenture Trustee a U.S.$ Eligible Deposit Account (the "**Class B and C Note Payment Account**") bearing a designation clearly indicating that the funds and other property credited thereto are held for the benefit of the Class B Noteholders and Class C Noteholders. The Class B and C Note Payment Account shall be considered a Supplemental Issuer Account and held by the Indenture Trustee in accordance with subsection 5.02(c) of the Indenture. The Indenture Trustee shall possess all right, title and interest in all funds and property from time to time credited to the Class B and C Note Payment Account and in all proceeds thereof. The Class B and C Note Payment Account shall be under the exclusive control of the Indenture Trustee for the benefit of the Class B Noteholders and Class C Noteholders. If at any time the Class B and C Note Payment Account ceases to be an Eligible Deposit Account, the Indenture Trustee (or the Servicer on its behalf) shall within ten Business Days (or such longer period, so long as the Note Rating Agency Condition is satisfied) establish a new Class B and C Note Payment Account meeting the conditions specified above as an Eligible Deposit Account, and shall transfer any funds or other property to such new Class B and C Note Payment Account.

(b) The Issuer shall deposit or arrange for the deposit of (a) all amounts received from the Swap Counterparty under the Swap Agreement, other than any Counterparty Termination Payment, any Collateral Deposit Amounts and any amounts received in respect of the Party A Initial Exchange Amount (as defined in each of the Class B Swap Confirmation and the Class C Swap Confirmation) and (b) all amounts received by the Administrator pursuant to Section 4.20, to the Class B and C Note Payment Account or as otherwise directed by the Indenture Trustee.

(c) The Indenture Trustee shall withdraw from the Class B and C Note Payment Account and distribute to the Paying Agent the aggregate amount on deposit in the Class B and C Note Payment Account on account of any Floating Amount or Party A Fixed Amount (as defined in the Swap Agreement) on each Interest Payment Date for payment: (a) *first*, toward the payment of all interest (including interest on overdue interest) due and payable in accordance with the Class B Notes, *pari passu*; and (b) *second*, toward the payment of all interest (including interest on overdue interest) due and payable in accordance with the Class C Notes, *pari passu* The Indenture Trustee shall withdraw from the Class B and C Note Payment Account and distribute to the Paying Agent the aggregate amount on deposit in the Class B and C Note Payment Account on account of any Party A Interim Exchange Amount or Party A Final Exchange Amount (as defined in the Swap Agreement) on the Expected Final Payment Date (or each Payment Date after the occurrence of an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes pursuant to Section 7.02 of the Indenture) for payment: (a) *first*, of all amounts due and owing under the Class B Notes in respect of principal, *pari passu*; and (b) *second*, of all amounts due and owing under the Class C Notes in respect of principal, *pari passu*. Any withdrawals from the Class B and C Note Payment Account for payment of principal to the Class B Noteholders or Class C Noteholder shall not be subtracted under clause (a) of Outstanding Dollar Principal Amount in the Indenture.

Section 4.09 **Investor Charge-Offs.**

On each Note Transfer Date, the Servicer shall calculate the Series 2025-CRT5 Default Amount, if any, for the related Payment Date. If, on any Payment Date, the Series 2025-CRT5 Default Amount for the related Monthly Period exceeds the sum of (i) the amount available therefor pursuant to subsection 4.05(e) with respect to such Monthly Period and (ii) the amount of Reallocated Principal Collections with respect to the related Monthly Period applied in accordance with subsection 4.05(e) pursuant to Section 4.10, the Nominal Liquidation Amount will be reduced by the amount of such excess, but not by more than the Series 2025-CRT5 Default Amount for such Payment Date (such reduction, an "**Investor Charge-Off**").

Section 4.10 **Reallocated Principal Collections.**

On each Payment Date, the Servicer shall apply, to the extent permitted herein, or shall cause the Indenture Trustee to apply, by written instruction to the Indenture Trustee, Reallocated Principal Collections with respect to such Payment Date, in an amount equal to the lesser of (a) the product of (i) the Series 2025-CRT5 Principal Allocation Percentage and (ii) Principal Collections with respect to the related Monthly Period and (b) the Monthly Subordination Amount for the preceding Monthly Period in accordance with the priority set forth in subsections 4.05(a), (b), (d), and (e). On each Payment Date, the Nominal Liquidation Amount shall be reduced by the amount of Reallocated Principal Collections for such Payment Date.

Section 4.11 **Shared Excess Available Finance Charge Collections.**

(a) Series 2025-CRT5 shall be included in Shared Excess Available Finance Charge Collections Group A for the purpose of sharing Shared Excess Available Finance Charge Collections.

(b) Unless otherwise provided pursuant to the terms of Section 4.12 of the Indenture, Shared Excess Available Finance Charge Collections with respect to any Monthly Period shall be shared within Shared Excess Available Finance Charge Collections Group A to cover the applicable Series Available Finance Charge Collections Shortfalls for such Monthly Period, if any, and applied on the Note Transfer Date in the immediately succeeding Monthly Period for each Shared Excess Available Finance Charge Collections Group Series with a Series Available Finance Charge Collections Shortfall for such Monthly Period. Shared Excess Available Finance Charge Collections allocable to Series 2025-CRT5 with respect to each Monthly Period shall mean an amount equal to the Series Available Finance Charge Collections Shortfall, if any, with respect to Series 2025-CRT5 for such Monthly Period; provided, however, that if the aggregate amount of Shared Excess Available Finance Charge Collections for all Series in Shared Excess Available Finance Charge Collections Group A for each Monthly Period is less than the Aggregate Series Available Finance Charge Collections Shortfall for such Monthly Period, then Shared Excess Available Finance Charge Collections allocable to Series 2025-CRT5 with respect to such Monthly Period shall equal the product of (i) Shared Excess Available Finance Charge Collections for all Series in Shared Excess Available Finance Charge Collections Group A for such Monthly Period and (ii) a fraction, the numerator of which is the Series Available Finance Charge Collections Shortfall with respect to Series 2025-CRT5 for such Monthly Period and the denominator of which is the Aggregate Series Available Finance Charge Collections Shortfall for such Monthly Period.

(c) To the extent that Shared Excess Available Finance Charge Collections exceed the Aggregate Series Available Finance Charge Collections Shortfall, such excess shall be paid to the holders of the Transferor Indebtedness.

Section 4.12 **Shared Excess Available Principal Collections.**

(a) Series 2025-CRT5 shall be included in Shared Excess Available Principal Collections Group A for the purpose of sharing Shared Excess Available Principal Collections.

(b) Unless otherwise provided pursuant to the terms of Section 4.12 of the Indenture, Shared Excess Available Principal Collections with respect to any Monthly Period shall be shared within Shared Excess Available Principal Collections Group A to cover the applicable Series Available Principal Collections Shortfalls for such Monthly Period, if any, and applied on the Note Transfer Date in the immediately succeeding Monthly Period for each Shared Excess Available Principal Collections Series with a Series Available Principal Collections Shortfall for such Monthly Period. Shared Excess Available Principal Collections allocable to Series 2025-CRT5 with respect to each Monthly Period shall mean an amount equal to the Series Available Principal Collections Shortfall, if any, with respect to Series 2025-CRT5 for such Monthly Period; provided, however, that if the aggregate amount of Shared Excess Available Principal Collections for all Series in Shared Excess Available Principal Collections Group A for each Monthly Period is less

than the Aggregate Series Available Principal Collections Shortfall for such Monthly Period, then Shared Excess Available Principal Collections allocable to Series 2025-CRT5 with respect to such Monthly Period shall equal the product of (i) Shared Excess Available Principal Collections for all Series in Shared Excess Available Principal Collections Group A for such Monthly Period and (ii) a fraction, the numerator of which is the Series Available Principal Collections Shortfall with respect to Series 2025-CRT5 for such Monthly Period and the denominator of which is the Aggregate Series Available Principal Collections Shortfall for such Monthly Period.

(c) Unless otherwise specified in the Indenture Supplement for any other Series in Shared Excess Available Principal Collections Group A, any Shared Excess Available Principal Collections for each Series in Shared Excess Available Principal Collections Group A for any Monthly Period which shall remain after application pursuant to clause (b) above shall be treated as part of the Reinvestment Amount for the Note Transfer Date in the next succeeding Monthly Period. Shared Excess Available Principal Collections will not be available for application by other Series of Notes that are not included in Shared Excess Available Principal Collections Group A.

Section 4.13 **Accumulation Reserve Account.**

(a) The Servicer shall establish and maintain, in the name of the Indenture Trustee an Eligible Deposit Account (the "**Accumulation Reserve Account**") bearing a designation clearly indicating that the funds and other property credited thereto are held for the benefit of the Series 2025-CRT5 Noteholders. The Accumulation Reserve Account shall be considered a Supplemental Issuer Account and held by the Indenture Trustee in accordance with subsection 5.02(c) of the Indenture. The Indenture Trustee shall possess all right, title and interest in all funds and property from time to time credited to the Accumulation Reserve Account and in all proceeds thereof. The Accumulation Reserve Account shall be under the exclusive control of the Indenture Trustee for the benefit of the Series 2025-CRT5 Noteholders. If at any time the Accumulation Reserve Account ceases to be an Eligible Deposit Account, the Indenture Trustee (or the Servicer on its behalf) shall within ten Business Days (or such longer period, so long as the Note Rating Agency Condition is satisfied) establish a new Accumulation Reserve Account meeting the conditions specified above as an Eligible Deposit Account, and shall transfer any funds or other property to such new Accumulation Reserve Account. The Indenture Trustee, at the direction of the Servicer, shall (i) make withdrawals from the Accumulation Reserve Account from time to time in an amount up to the Available Accumulation Reserve Account Amount at such time, for the purposes set forth in this Indenture Supplement, and (ii) on each Payment Date (from and after the Accumulation Reserve Account Funding Date) prior to the termination of the Accumulation Reserve Account make a deposit into the Accumulation Reserve Account in the amount specified in, and otherwise in accordance with, subsection 4.05(g).

(b) Funds on deposit in the Accumulation Reserve Account shall be invested by the Indenture Trustee at the written direction of the Servicer (or its agent appointed pursuant to subsection 4.15(b)) in Eligible Investments; provided, however, that if no such written direction is provided, funds on deposit in the Accumulation Reserve Account shall remain uninvested. Subject to the immediately preceding sentence, funds on deposit in the Accumulation Reserve Account on any Note Transfer Date, after giving effect to any withdrawals from the Accumulation Reserve Account on such Note Transfer Date, shall be invested in such investments that shall mature so

that such funds shall be available for withdrawal on or prior to the following Note Transfer Date. No such Eligible Investment shall be disposed of prior to its maturity; provided, however, that the Indenture Trustee shall sell, liquidate or dispose of any such Eligible Investment if, prior to the maturity of such Eligible Investment, a default occurs in the payment of principal, interest or any other amount with respect to such Eligible Investment; provided further, however, that the Servicer shall deliver prompt written notice to the Indenture Trustee of any such default; and provided further that, subject to Section 8.01 of the Indenture, the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in such Accumulation Reserve Account resulting from any loss on any Eligible Investment included therein. On each Payment Date, all interest and earnings (net of losses and investment expenses) accrued since the preceding Payment Date on funds on deposit in the Accumulation Reserve Account shall be retained in the Accumulation Reserve Account (to the extent that the Available Accumulation Reserve Account Amount is less than the Required Accumulation Reserve Account Amount) and the balance, if any, shall be deposited in the Collection Account and treated as Series 2025-CRT5 Available Finance Charge Collections. For purposes of determining the availability of funds or the balance in the Accumulation Reserve Account for any reason under this Indenture Supplement, except as otherwise provided in the preceding sentence, investment earnings on such funds shall be deemed not to be available or on deposit.

(c) On the Note Transfer Date preceding each Payment Date with respect to the Controlled Accumulation Period and on or before the first Payment Date with respect to the Early Amortization Period, the Servicer shall calculate the "**Accumulation Reserve Draw Amount**" which shall be equal to the excess, if any, of the Covered Amount with respect to such Payment Date over the Principal Funding Account Investment Proceeds with respect to such Payment Date; provided that such amount shall be reduced to the extent that funds otherwise would be available for deposit in the Accumulation Reserve Account under subsection 4.05(g) with respect to such Payment Date.

(d) In the event that for any Payment Date the Accumulation Reserve Draw Amount is greater than zero, the Accumulation Reserve Draw Amount, up to the Available Accumulation Reserve Account Amount, shall be withdrawn from the Accumulation Reserve Account on the related Note Transfer Date by the Indenture Trustee (acting in accordance with the instructions of the Servicer) and deposited into the Collection Account for application as Series 2025-CRT5 Available Finance Charge Collections for such Payment Date.

(e) In the event that the Accumulation Reserve Account Surplus on any Payment Date, after giving effect to all deposits to and withdrawals from the Accumulation Reserve Account with respect to such Payment Date, is greater than zero, the Indenture Trustee (acting in accordance with the instructions of the Servicer) shall withdraw from the Accumulation Reserve Account, and pay to the holder of the Transferor Indebtedness an amount equal to such Accumulation Reserve Account Surplus.

(f) Upon the earliest to occur of (i) the day on which the Nominal Liquidation Amount is reduced to zero, (ii) the occurrence of an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes pursuant to Section 7.02 of the Indenture, (iii) the first Payment Date with respect to the Early Amortization Period, (iv) the Expected Final Payment Date and (v) the termination of the Issuer pursuant to the Declaration of Trust, the

Indenture Trustee (acting in accordance with the instructions of the Servicer) after the prior payment of all amounts owing to the Series 2025-CRT5 Noteholders which are payable from the Accumulation Reserve Account as provided herein, shall withdraw from the Accumulation Reserve Account and pay to the holders of the Transferor Indebtedness all amounts, if any, on deposit in the Accumulation Reserve Account and the Accumulation Reserve Account shall be deemed to have terminated for purposes of this Indenture Supplement.

(g) Notwithstanding the foregoing, following an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes, any Accumulation Reserve Account Surplus or other amounts on deposit in the Accumulation Reserve Account shall be applied toward payment of any amounts owing with respect to the Series 2025-CRT5 Notes before such amounts are paid to the holders of the Transferor Indebtedness.

Section 4.14 **Class C Reserve Account.**

(a) The Servicer shall establish and maintain, in the name of the Indenture Trustee an Eligible Deposit Account (the "**Class C Reserve Account**") bearing a designation clearly indicating that the funds and other property credited thereto are held for the benefit of the Class C Noteholders. The Class C Reserve Account shall be considered a Supplemental Issuer Account and held by the Indenture Trustee in accordance with subsection 5.02(c) of the Indenture. The Indenture Trustee shall possess all right, title and interest in all funds and property from time to time credited to the Class C Reserve Account and in all proceeds thereof. The Class C Reserve Account shall be under the exclusive control of the Indenture Trustee for the benefit of the Class C Noteholders. If at any time the Class C Reserve Account ceases to be an Eligible Deposit Account, the Indenture Trustee (or the Servicer on its behalf) shall within ten Business Days (or such longer period, so long as the Note Rating Agency Condition is satisfied) establish a new Class C Reserve Account meeting the conditions specified above as an Eligible Deposit Account, and shall transfer any funds or other property to such new Class C Reserve Account. The Indenture Trustee, at the direction of the Servicer, shall (i) make withdrawals from the Class C Reserve Account from time to time in an amount up to the Available Class C Reserve Account Amount at such time, for the purposes set forth in this Indenture Supplement, and (ii) make deposits to the Class C Reserve Account from time to time in the amount specified in, and otherwise in accordance with, subsection 4.05(h).

(b) Funds on deposit in the Class C Reserve Account shall be invested by the Indenture Trustee at the written direction of the Servicer (or its agent appointed pursuant to subsection 4.15(b)) in Eligible Investments; provided, however, that if no such written direction is provided, funds on deposit in the Class C Reserve Account shall remain uninvested. Subject to the immediately preceding sentence, funds on deposit in the Class C Reserve Account on any Note Transfer Date, after giving effect to any withdrawals from the Class C Reserve Account on such Note Transfer Date, shall be invested in such investments that shall mature so that such funds shall be available for withdrawal on or prior to the following Note Transfer Date. No such Eligible Investment shall be disposed of prior to its maturity; provided, however, that the Indenture Trustee shall sell, liquidate or dispose of any such Eligible Investment if, prior to the maturity of such Eligible Investment, a default occurs in the payment of principal, interest or any other amount with respect to such Eligible Investment; provided further, however, that the Servicer shall deliver prompt written notice to the Indenture Trustee of any such default; and provided further that,

subject to Section 8.01 of the Indenture, the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in such Class C Reserve Account resulting from any loss on any Eligible Investment included therein. On each Payment Date, all interest and earnings (net of losses and investment expenses) accrued since the preceding Payment Date on funds on deposit in the Class C Reserve Account shall be retained in the Class C Reserve Account (to the extent that the Available Class C Reserve Account Amount is less than the Required Class C Reserve Account Amount) and, to the extent the Series 2025-CRT5 Notes have not been accelerated pursuant to Section 7.02 of the Indenture, the balance, if any, shall be paid to the holders of the Transferor Indebtedness. For purposes of determining the availability of funds or the balance in the Class C Reserve Account for any reason under this Indenture Supplement, except as otherwise provided in the preceding sentence, investment earnings on such funds shall be deemed not to be available or on deposit.

(c) The amount targeted to be on deposit in the Class C Reserve Account for any Payment Date will be an amount equal to the product of (i) the Class C Reserve Account Percentage for the related Monthly Period and (ii) the Initial Dollar Principal Amount; provided, however, that if an Early Amortization Event or Event of Default occurs with respect to the Series 2025-CRT5 Notes, the amount targeted to be on deposit will be the Outstanding Dollar Principal Amount of the Class C Notes.

(d) After the Class C Reserve Account Percentage has been increased to a percentage above 0% pursuant to any of clauses (ii) through (vi) of the definition thereof or pursuant to the proviso in the definition thereof, the Class C Reserve Account Percentage shall remain at that percentage until (A) further increased to a higher required percentage specified in clauses (iii) through (vi) of the definition thereof or in the proviso in the definition thereof or (B) the Payment Date on which the Quarterly Excess Spread Percentage has increased to a level above that for the then current Class C Reserve Account Percentage, in which case the Class C Reserve Account Percentage shall be decreased to the appropriate percentage in clauses (i) through (v) of the definition thereof or in the proviso in the definition thereof. Notwithstanding the foregoing, if an Early Amortization Event has occurred and is continuing, or an Event of Default with respect to the Series 2025-CRT5 Notes has occurred and is continuing, the Class C Reserve Account Percentage shall no longer be subject to reduction.

(e) With respect to any Payment Date, if the amount distributable pursuant to subsection 4.05(c) exceeds the amount available therefor pursuant to subsection 4.05(c), an amount equal to that deficiency will be withdrawn from the Class C Reserve Account and applied in accordance with subsection 4.05(c).

(f) If, on and after the earliest to occur of (i) the date on which Collateral is sold following an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes pursuant to Section 7.02 of the Indenture, (ii) any date on or after the Expected Final Payment Date on which the amount on deposit in the Principal Funding Account (to the extent such amount exceeds the sum of the Outstanding Dollar Principal Amount of the Class A Notes and the Class B Notes) plus the aggregate amount on deposit in the Class C Reserve Account with respect to the Class C Notes equal or exceeds the Outstanding Dollar Principal Amount of the Class C Notes and (iii) the Legal Maturity Date, the amount on deposit in the Principal Funding Account is insufficient to pay in full the amounts for which withdrawals are

required pursuant to Section 4.06, an amount equal to that deficiency will be withdrawn from the Class C Reserve Account and deposited into the Principal Funding Account to pay principal of the Class C Notes or the amount payable to the Swap Counterparty in connection therewith.

(g) If on any Payment Date with respect to which the Series 2025-CRT5 Notes have not been accelerated pursuant to Section 7.02 of the Indenture, the aggregate amount on deposit in the Class C Reserve Account exceeds the amount required to be on deposit in the Class C Reserve Account, the amount of such excess will be withdrawn from the Class C Reserve Account and paid to the holders of the Transferor Indebtedness; provided that, notwithstanding anything else to the contrary in this Section 4.14, if an Event of Default shall have occurred with respect to Series 2025-CRT5 and the maturity of the Series 2025-CRT5 Notes shall have been accelerated under Section 7.02 of the Indenture, upon the earlier to occur of (1) the payment in full of all principal and interest owing to the Class A Noteholders and the Class B Noteholders and (2) the Legal Maturity Date, any amounts remaining on deposit in the Class C Reserve Account shall be applied to pay all amounts due and payable on the Class C Notes or the amount payable to the Swap Counterparty in connection therewith first, and then, to the extent any funds are remaining, shall be applied to pay all amounts due and payable on the Class A Notes and the Class B Notes or the amount payable to the Swap Counterparty in connection therewith, if any, in that order, each as provided in Section 7.02 of the Indenture.

(h) No Transferor shall sell, transfer or assign any interest in the Class C Reserve Account without providing prior written notice to the Note Rating Agencies of such assignment.

Section 4.15 **Investment Instructions.**

(a) Any investment instructions required to be given to the Indenture Trustee pursuant to the terms hereof must be given to the Indenture Trustee no later than 12:00 noon (Toronto time) on the Business Day immediately preceding the date such investment is to be made. In the event the Indenture Trustee receives such investment instruction later than such time, the Indenture Trustee may, but shall have no obligation to, make such investment on the date specified in such investment instruction. In the event the Indenture Trustee receives an investment instruction later than the time required by the first sentence of this paragraph (a), and the Indenture Trustee is unable to make the applicable investment on the date specified in such investment instruction, such investment shall be made by the Indenture Trustee on the next succeeding Business Day. In no event shall the Indenture Trustee be liable for any investment not made pursuant to investment instructions received after 12:00 noon (Toronto time) on the Business Day immediately preceding the date such investment is to be made.

(b) With respect to investments made by the Indenture Trustee pursuant to the terms hereof, the Servicer may appoint as its agent under a separate agreement a registered investment advisor and authorize such agent to give instructions on behalf of the Servicer to the Indenture Trustee for funds to be invested and reinvested in one or more Eligible Investments. The Servicer shall provide the Indenture Trustee with a written direction certifying any such appointment. The Indenture Trustee shall be entitled to conclusively rely on, and shall be protected in acting upon, instructions received from such agent on behalf of the Servicer.

Section 4.16 **[Reserved].**

Section 4.17 **Sale of Collateral for Series 2025-CRT5 Notes That Are Accelerated or Reach Legal Maturity.**

(a) If the Series 2025-CRT5 Notes have been accelerated pursuant to Section 7.02 of the Indenture following an Event of Default, the Indenture Trustee may, and at the direction of the Holders of not less than 66 2/3% of the Outstanding Dollar Principal Amount of the Series 2025-CRT5 Notes will, sell Collateral (or interests therein) in an amount (as determined by the Issuer and provided to the Indenture Trustee) not to exceed the sum of (i) the Nominal Liquidation Amount as of the close of business on the day preceding such sale and (ii) the product of (A) the Nominal Liquidation Amount as of the close of business on the day preceding such sale and (B) the Discount Option Percentage.

(b) Such a sale will be permitted only if at least one of the following conditions is met:

(i) the Holders of 100% of the aggregate Outstanding Dollar Principal Amount of the Series 2025-CRT5 Notes consent; or

(ii) the net proceeds of such sale (plus amounts on deposit in the Issuer Accounts) would be sufficient to pay all amounts due on the Series 2025-CRT5 Notes.

(c) If the Nominal Liquidation Amount is greater than zero on the Legal Maturity Date (after giving effect to any allocations, deposits and payments otherwise to be made on that Legal Maturity Date), the Indenture Trustee shall, no later than seven Business Days following the Legal Maturity Date, sell or cause to be sold Collateral (or interests therein) in an amount not to exceed the sum of (i) the Nominal Liquidation Amount as of the close of business on the day preceding such sale and (ii) the product of (A) the Nominal Liquidation Amount as of the close of business on the day preceding such sale and (B) the Discount Option Percentage.

(d) Upon the occurrence of such sale, the Nominal Liquidation Amount shall be automatically reduced to zero and Principal Collections and Finance Charge Collections shall no longer be allocated to the Series 2025-CRT5 Notes. Series 2025-CRT5 Noteholders shall receive the proceeds of such sale in an amount not to exceed the Outstanding Dollar Principal Amount of, plus any Series 2025-CRT5 Monthly Interest due on, such Series 2025-CRT5 Notes but not deposited into the Class A Interest Funding Account on a prior Payment Date.

(e) Sale proceeds received with respect to the Series 2025-CRT5 Notes pursuant to clause (a) or (c) above will be allocated in the following priority:

first, to the Class A Noteholders, until the Class A Stated Principal Amount and all current and past due Class A Monthly Interest and Class A Additional Interest has been paid in full;

second, (A) if no Swap Termination Event has occurred, to the Swap Counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable (each as defined in the Class B Swap Confirmation) and (B) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S.$'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class B Stated Principal Amount and all current and past due Class B Canadian Dollar

Monthly Interest and the Canadian Dollar Equivalent of any Class B Additional Interest; and

third, (A) if no Swap Termination Event has occurred, to the Swap Counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable (each as defined in the Class C Swap Confirmation) and (B) from and after the occurrence and during the continuance of a Swap Termination Event, to the Administrator for conversion to U.S.$'s pursuant to Section 4.20 up to the Canadian Dollar Equivalent of the Class C Stated Principal Amount and all current and past due Class C Canadian Dollar Monthly Interest and the Canadian Dollar Equivalent of any Class C Additional Interest.

Section 4.18 **Swap Collateral Account.**

(a) For the avoidance of doubt, the Credit Support Balance does not form part of the Collateral with respect to the Series 2025-CRT5 Notes as such balance will be used by the Issuer to reduce any amount payable by the Swap Counterparty to the Issuer upon early termination of the Swap Agreement, with an excess in such account being returned to the Swap Counterparty pursuant to the terms of the Swap Agreement. The Servicer shall establish a segregated Eligible Deposit Account in the name of the Issuer as the "**Swap Collateral Account**" in respect of the Swap Agreement. The Swap Collateral Account shall be established by the Servicer to hold assets comprising the Credit Support Balance of the Swap Counterparty. All transfers to and from the Swap Collateral Account are made solely in accordance with and for the purposes set out in the Swap Agreement. The Issuer shall direct the Swap Counterparty to deposit any credit support amounts to be transferred pursuant to the Swap Agreement upon a ratings downgrade into the Swap Collateral Account. The Issuer shall possess all title documents to, other evidence of ownership of all funds from time to time on deposit in, and all investments and their proceeds which are credited to, the Swap Collateral Account. The Issuer shall have sole signing authority in respect of the Swap Collateral Account.

(b) If, at any time, any Swap Collateral Account ceases to be an Eligible Deposit Account, the Servicer shall within 30 days thereof (or such longer period, not to exceed 45 calendar days, so long as the Note Rating Agency Condition is satisfied), (a) establish or cause to be established, a substitute Eligible Deposit Account for such Swap Collateral Account, (b) instruct the Person in whose name the Swap Collateral Account is established to transfer all funds and investments then deposited in or invested from the Swap Collateral Account to such substitute Swap Collateral Account and (c) notify the Swap Counterparty of the account number of such substitute the Swap Collateral Account, the account designation of such Swap Collateral Account and the name and address of the institution at which the Swap Collateral Account has been established and direct the Swap Counterparty to deposit any credit support amounts to be transferred pursuant to the Swap Agreement upon a ratings downgrade to such substitute Swap Collateral Account.

Section 4.19 **Replacement Swap Agreement and Swap Termination Payments; Swap Counterparty Consent.**

(a) Upon any applicable early termination under the Swap Agreement, and, if applicable, after failure of the Swap Counterparty to transfer all of its rights and obligations in and

under the Swap Agreement to a replacement Swap Counterparty as required under the Swap Agreement, the Issuer shall enter into a replacement Swap Agreement within 30 days of such early termination. Any amounts payable to the Issuer upon any applicable early termination under the Swap Agreement (a "**Counterparty Termination Payment**") shall be paid to a replacement swap counterparty by, or as directed by, the Issuer as consideration for the entering into of a swap agreement in replacement of the Swap Agreement and any excess Counterparty Termination Payment shall be deposited immediately into the Collection Account for application pursuant to 4.05.

(b) The Issuer Trustee shall not enter into any amendment, modification or supplement to the Indenture Supplement or the Indenture if such amendment materially and adversely affects any interest of the Swap Counterparty without the prior written consent of the Swap Counterparty.

Section 4.20 **Currency Conversion after a Swap Termination Event.**

On each Payment Date on which the Administrator receives Cdn. $'s pursuant subsections 4.05(b), 4.05(c), 4.06(b)(iii) and (iv), 4.06(c) and 4.17(e), the Administrator shall convert such Cdn. $'s received to U.S. $'s and deposit such U.S. $'s to the Class B and C Note Payment Account. Any such U.S. $'s acquired by the Administrator shall be distributed to the Class B Noteholders and Class C Noteholders pursuant to subsection 4.08(c).

Section 4.21 **Class A Interest Funding Account.**

(a) The Servicer shall establish and maintain in the name of the Indenture Trustee, for the benefit of the Class A Noteholders, an Eligible Deposit Account (the "**Class A Interest Funding Account**"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Class A Noteholders. The Class A Interest Funding Account shall be considered a Supplemental Issuer Account and held by the Indenture Trustee in accordance with subsection 5.02(c) of the Indenture. The Indenture Trustee, for the benefit of the Class A Noteholders, shall possess all right, title and interest in all funds and all other property from time to time credited to or on deposit in the Class A Interest Funding Account and all proceeds thereof. The Class A Interest Funding Account shall be under the sole dominion and control of the Indenture Trustee, for the benefit of the Class A Noteholders. If at any time the Class A Interest Funding Account ceases to be an Eligible Deposit Account, the Indenture Trustee (or the Servicer on its behalf) shall, within ten Business Days (or such longer period, so long as the Note Rating Agency Condition is satisfied), establish a new Class A Interest Funding Account meeting the conditions specified above as an Eligible Deposit Account, and shall transfer all funds and other property to such new Class A Interest Funding Account. The Indenture Trustee, at the direction of the Servicer, shall (i) make withdrawals from the Class A Interest Funding Account from time to time in the amounts for the purposes set forth in this Indenture Supplement, and (ii) on each Payment Date make deposits into the Class A Interest Funding Account in the amounts specified in, and otherwise in accordance with, subsection 4.05(a).

(b) Funds on deposit in the Class A Interest Funding Account shall be invested in accordance with the written directions of the Servicer (or its agent appointed pursuant to subsection 4.15(b)) by the Indenture Trustee in Eligible Investments provided, however, that if no such written direction is provided, funds on deposit in the Class A Interest Funding Account shall remain

uninvested. Funds on deposit in the Class A Interest Funding Account on any Payment Date, after giving effect to any withdrawals from and deposits to the Class A Interest Funding Account to be made on such Payment Date, shall be invested in such Eligible Investments that will mature so that such funds will be available for withdrawal on or prior to the following Note Transfer Date. No such Eligible Investment shall be disposed of prior to its maturity; provided, however, that the Indenture Trustee shall sell, liquidate or dispose of any such Eligible Investment if, prior to the maturity of such Eligible Investment, a default occurs in the payment of principal, interest or any other amount with respect to such Eligible Investment; provided further, however, that the Servicer shall deliver prompt written notice to the Indenture Trustee of any such default; and provided further that, subject to Section 8.01 of the Indenture, the Indenture Trustee shall not in any way be held liable by reason of any insufficiency in such Class A Interest Funding Account resulting from any loss on any Eligible Investment included therein. Funds and other property credited to the Class A Interest Funding Account on a Note Transfer Date with respect to the immediately succeeding Payment Date may, as agreed to by the Servicer and the Indenture Trustee, be invested in Eligible Investments that mature on or prior to such immediately succeeding Payment Date.

(c) On each Payment Date, the Indenture Trustee, acting at the Servicer's direction given on or before such Payment Date, shall transfer from the Class A Interest Funding Account to the Collection Account the Interest Funding Investment Proceeds on deposit in the Class A Interest Funding Account, which proceeds shall be treated as Series 2025-CRT5 Available Finance Charge Collections.

(d) Interest Funding Investment Proceeds (including reinvested interest) shall not be considered part of the amounts on deposit in the Class A Interest Funding Account for purposes of this Indenture Supplement.

Section 4.22 **Class A Interest Funding Account Distributions.**

(a) The Servicer shall distribute, or cause the Indenture Trustee to distribute by written instruction to the Indenture Trustee, on each Payment Date which is an Interest Payment Date with respect to the Class A Notes, the amount on deposit in the Class A Interest Funding Account (after taking into account any deposits to be made into the Class A Interest Funding Account on such Payment Date), to the Paying Agent for payment to the Class A Noteholders an amount equal to the interest payable on the Class A Notes on such Interest Payment Date, including any overdue interest and additional interest thereon.

ARTICLE V
EARLY AMORTIZATION OF NOTES

Section 5.01 **Early Amortization Events.**

In addition to the events identified as Early Amortization Events in Section 12.01 of the Indenture, the occurrence of any of the following events (each, an "**Early Amortization Event**") shall result in an early amortization event for the Series 2025-CRT5 Notes without any notice or other action on the part of the Indenture Trustee or the applicable Noteholders, unless

otherwise specified:

(i) if the Quarterly Excess Spread Percentage is less than the Required Excess Spread Percentage; or

(ii) if (x) the Transferor fails to add additional Trust Assets to the Issuer or (y) the Invested Amount of an existing Collateral Certificate is not increased when either action is required pursuant to Section 2.13(a) of the Transfer Agreement; or

(iii) if any Servicer Default occurs which would have a material adverse effect on the Series 2025-CRT5 Noteholders; or

(iv) the breach of other covenants, representations and warranties by TD, as Account Owner, the Transferor or the Issuer under this Indenture Supplement or any other Transaction Document that has a material adverse effect on the Series 2025-CRT5 Noteholders and continues unremedied for a period of 60 days after written notice of such failure is given to TD or the Transferor by the Indenture Trustee or to the Transferor and the Indenture Trustee by any Series 2025-CRT5 Noteholder; or

(v) failure on the part of the Transferor to make any payment, transfer or deposit required to be made by it by the terms of the Transfer Agreement on or before the date occurring five Business Days after the date such payment or deposit is required to be made therein; provided, however, that any such failure caused by a nonwillful act of the Transferor shall not constitute an Early Amortization Event if the Transferor promptly remedies such failure within five Business Days after receiving notice of such failure or otherwise becoming aware of such failure; or

(vi) the Quarterly Principal Payment Rate is less than 10%.

For greater certainty, in respect of the Series 2025-CRT5 Notes, an Early Amortization Event shall only exist based on the occurrence of one of the events specified above and in Section 12.01 of the Indenture. No other events, including any regulatory action by the Office of the Superintendent of Financial Institutions (Canada) affecting TD or the Transferor, shall cause an Early Amortization Event in respect of the Series 2025-CRT5 Notes to occur.

ARTICLE VI
LEGAL MATURITY; FINAL DISTRIBUTIONS

Section 6.01 **Legal Maturity.**

The Series 2025-CRT5 Notes shall be considered to be paid in full, the Holders of such Series 2025-CRT5 Notes shall have no further right or claim, and the Issuer shall have no further obligation or liability with respect to such Series 2025-CRT5 Notes on the earliest to occur of (i) the date on which the Class A Stated Principal Amount, the Class B Stated Principal Amount and the Class C Stated Principal Amount, and all Series 2025-CRT5 Monthly Interest on such Series 2025-CRT5 Notes, are all paid in full, (ii) the date on which Collateral is sold and the proceeds in respect thereof applied in accordance with Section 4.17 and (iii) the seventh Business

Day following the Legal Maturity Date, in each case after giving effect to all deposits, allocations, reimbursements, reallocations, sales of Collateral and payments to be made on such date.

ARTICLE VII
DELIVERY OF SERIES 2025-CRT5 NOTES; DISTRIBUTIONS AND REPORTS TO SERIES 2025-CRT5 NOTEHOLDERS; U.S. TAX TREATMENT; FATCA

Section 7.01 **Form of Delivery for the Series 2025-CRT5 Notes; Depository; Denominations.**

(a) The Series 2025-CRT5 Notes shall be delivered in the form of global Registered Notes as provided in Section 3.02 of the Indenture.

(b) The Depository for the Class A Notes shall be CDS Clearing and Depository Services Inc., and the Class A Notes shall initially be registered in the name of CDS & Co., its nominee. The Depository for the Class B Notes and the Class C Notes shall be The Depository Trust Company, and the Class B Notes and the Class C Notes shall initially be registered in the name of Cede & Co., its nominee. The Rule 144A Global Class A Notes shall be substantially in the form of Exhibit A-1, the Regulation S Global Class A Notes shall be substantially in the form of Exhibit A-2, the Rule 144A Global Class B Notes shall be substantially in the form of Exhibit A-3, the Regulation S Global Class B Notes shall be substantially in the form of Exhibit A-4, the Rule 144A Global Class C Notes shall be substantially in the form of Exhibit A-5 and the Regulation S Global Class C Notes shall be substantially in the form of Exhibit A-6, in each case with such appropriate insertions, omissions, substitutions and variations as may be approved by the Issuer.

(c) The Class A Notes shall be issued in minimum denominations of Cdn.$100,000 and integral multiples of Cdn.$1,000 in excess thereof. The Class B Notes and the Class C Notes shall be issued in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1,000 in excess thereof.

Section 7.02 **Delivery and Payment for the Series 2025-CRT5 Notes.**

The Issuer shall execute and deliver the Series 2025-CRT5 Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Series 2025-CRT5 Notes when authenticated, each in accordance with Section 4.03 of the Indenture.

Section 7.03 **Distributions.**

(a) On each Interest Payment Date with respect to the Class A Notes, the Paying Agent shall distribute, based upon the statement delivered by the Servicer pursuant to subsection 7.04(a) hereof, to each Class A Noteholder of record on the related Record Date such Class A Noteholder's *pro rata* share of the amounts held by the Paying Agent that are allocated and available on such Interest Payment Date to pay interest on the Class A Notes pursuant to this Indenture Supplement.

(b) On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date, the Paying Agent shall distribute, based upon the statement

delivered by the Servicer pursuant to subsection 7.04(a) hereof, to each Class A Noteholder of record on the related Record Date such Class A Noteholder's *pro rat*a share of the amounts on deposit in the Principal Funding Account or otherwise held by the Paying Agent that are allocated and available on such Payment Date to pay principal of the Class A Notes pursuant to this Indenture Supplement.

(c) On each Interest Payment Date with respect to the Class B Notes, the Paying Agent shall distribute, based upon the statement delivered by the Servicer pursuant to subsection 7.04(a) hereof, to each Class B Noteholder of record on the related Record Date such Class B Noteholder's *pro rata* share of the amounts held by the Paying Agent that are allocated and available on such Interest Payment Date to pay interest on the Class B Notes pursuant to this Indenture Supplement.

(d) On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date, the Paying Agent shall distribute, based upon the statement delivered by the Servicer pursuant to subsection 7.04(a) hereof, to each Class B Noteholder of record on the related Record Date such Class B Noteholder's *pro rata* share of the amounts on deposit in the Class B and C Note Payment Account or otherwise held by the Paying Agent that are allocated and available on such Payment Date to pay principal of the Class B Notes pursuant to this Indenture Supplement.

(e) On each Interest Payment Date with respect to the Class C Notes, the Paying Agent shall distribute, based upon the statement delivered by the Servicer pursuant to subsection 7.04(a) hereof, to each Class C Noteholder of record on the related Record Date such Class C Noteholder's *pro rata* share of the amounts held by the Paying Agent that are allocated and available on such Interest Payment Date to pay interest on the Class C Notes pursuant to this Indenture Supplement.

(f) On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date, the Paying Agent shall distribute, based upon the statement delivered by the Servicer pursuant to subsection 7.04(a) hereof to each Class C Noteholder of record on the related Record Date such Class C Noteholder's *pro rata* share of the amounts on deposit in the Class B and C Note Payment Account or otherwise held by the Paying Agent that are allocated and available on such Payment Date to pay principal of the Class C Notes pursuant to this Indenture Supplement.

(g) The distributions to be made pursuant to this Section 7.03 are subject to the provisions of Sections 2.7 and 4.1 of the Transfer Agreement, Section 6.1 of the Servicing Agreement and Section 13.08 of the Indenture.

(h) Except as provided in Section 13.08 of the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders hereunder shall be made by cheque mailed to or wire transfer sent to each Series 2025-CRT5 Noteholder at such Series 2025-CRT5 Noteholder's address appearing in the Note Register without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon; provided, however, that with respect to Series 2025-CRT5 Notes registered in the name of a Depository, such distributions shall be made to such Depository in immediately available funds.

Section 7.04 **Reports and Statements to Series 2025-CRT5 Noteholders.**

(a) On each Payment Date, the Paying Agent, on behalf of the Indenture Trustee, shall forward to each Series 2025-CRT5 Noteholder a statement substantially in the form of Exhibit B-1 (or otherwise containing substantially comparable information) prepared by the Servicer and delivered to the Paying Agent.

(b) Not later than each Note Transfer Date, the Servicer shall deliver to the Indenture Trustee, the Paying Agent, the Transferor, each Note Rating Agency and the Issuer Trustee (i) a statement substantially in the form of Exhibit B-1 (or otherwise containing substantially comparable information) prepared by the Servicer and (ii) a certificate of a Servicing Officer substantially in the form of Exhibit C (or otherwise containing substantially comparable information).

(c) [RESERVED]

(d) [RESERVED]

(e) A copy of each statement or certificate provided pursuant to paragraph (a) or (b) may be obtained by any Series 2025-CRT5 Noteholder or any Note Owner thereof by a request in writing to the Servicer.

(f) On or before January 31 of each calendar year, beginning with calendar year 2025, the Paying Agent, on behalf of the Indenture Trustee, shall furnish or cause to be furnished to each Person who at any time during the preceding calendar year was a Class B or Class C Noteholder, a statement substantially in the form of Exhibit B-2 to this Indenture Supplement prepared by the Servicer for such calendar year or the applicable portion thereof during which such Person was a Series 2025-CRT5 Noteholder.

Section 7.05 **U.S. Tax Treatment.**

The Issuer, the Issuer Trustee, the Indenture Trustee and each holder of the Series 2025-CRT5 Notes that are treated as issued and outstanding for U.S. federal income tax purposes acknowledge and agree that it is their mutual intent that such Notes constitute and be treated as indebtedness for United States federal and all applicable state and local income and franchise tax purposes. Further, each party hereto, and each holder of the Series 2025-CRT5 Notes that are treated as issued and outstanding for U.S. federal income tax purposes, by accepting and holding such Notes, hereby covenants to every other party hereto and to every other holder of the Series 2025-CRT5 Notes that are treated as issued and outstanding for U.S. federal income tax purposes, to treat such Notes as indebtedness for United States federal and all applicable state and local income and franchise tax purposes in all United States tax filings, reports and returns and otherwise, and further covenants that neither it nor any of its Affiliates will take, or participate in the taking of or permit to be taken, any action that is inconsistent with such tax treatment and tax reporting of the Series 2025-CRT5 Notes that are treated as issued and outstanding for U.S. federal income tax purposes, unless required by applicable law. All successors and assignees of the parties hereto shall be bound by the provisions hereof.

Section 7.06 **FATCA.**

(a) Each Series 2025-CRT5 Noteholder shall deliver to the Issuer, the Paying Agent and the Servicer or such other person as is required under FATCA at the time or times prescribed by law and at such time or times reasonably requested by the Servicer or the Administrator such documentation prescribed by applicable law and such additional documentation reasonably requested by the Issuer or the Servicer as may be necessary for the Issuer and the Servicer to comply with their obligations under FATCA and to eliminate the imposition of FATCA Withholding Tax or to determine the amount to deduct and withhold from payments to such Series 2025-CRT5 Noteholder ("**FATCA Information**").

(b) Notwithstanding anything to the contrary herein or in any other Transaction Documents, the Indenture Trustee and any other Paying Agent shall be entitled to withhold from any payment due hereunder or under any other Transaction Documents any applicable FATCA Withholding Tax and shall have no obligation to gross-up or otherwise increase any payment hereunder or under any Transaction Documents or pay any additional amount as a result of any FATCA Withholding Tax.

(c) The Indenture Trustee shall provide any FATCA Information it receives promptly upon request to the Issuer and/or the Servicer and shall assist the Issuer and Servicer in obtaining FATCA Information from the Series 2025-CRT5 Noteholders. If the Indenture Trustee is or becomes a "foreign financial institution" as such term is defined under FATCA, then the Indenture Trustee must be or become a FATCA Compliant Entity. If the Indenture Trustee (i) is not or does not become a FATCA Compliant Entity or (ii) receives written notice from the Servicer that the Indenture Trustee no longer qualifies as a FATCA Compliant Entity, then the Indenture Trustee shall resign and retire as Indenture Trustee hereunder.

Section 7.07 **Transfer Restrictions.**

(a) In addition to the requirements set forth in Section 4.05 of the Indenture (other than those set forth in Section 4.05(k)(ii)(a) of the Indenture), every Series 2025-CRT5 Note shall be subject to the restrictions on transfer set forth in this Section 7.07 (including those set forth in the legends below) unless such restrictions on transfer shall be waived by written consent of the Issuer, and the beneficial owner of each such Series 2025-CRT5 Note, by such beneficial owner's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 7.07, the term "transfer" encompasses any sale, pledge, loan, transfer, assignment, conveyance or other disposition whatsoever of any such Series 2025-CRT5 Note or any interest therein.

(b) (1) Each Rule 144A Global Class A Note, Rule 144A Global Class B Note and Rule 144A Global Class C Note (and all securities issued in exchange therefor or substitutions thereof) shall, in addition to any other required legends, bear a legend in substantially the following form, unless the Issuer, the Indenture Trustee and the Note Registrar determine otherwise in compliance with applicable law:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST

INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE “TRANSACTION PARTIES”), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”) OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) (“SIMILAR LAW”) OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A “BENEFIT PLAN” INCLUDES (1) AN “EMPLOYEE BENEFIT PLAN” (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A “PLAN” (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975

OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY."

(2) Each Regulation S Global Class A Note, Regulation S Global Class B Note and Regulation S Global Class C Note (and all securities issued in exchange therefor or substitutions thereof) will bear a legend in substantially the following form, unless the Issuer, the Indenture Trustee and the Note Registrar determine otherwise in compliance with applicable law:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

THE FOREGOING PARAGRAPH SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE

PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY."

(c) Prior to the sale or transfer of any beneficial interest in a Series 2025-CRT5 Note, each prospective transferee of such beneficial interest in a Series 2025-CRT5 Note shall be deemed to have represented, acknowledged and agreed as follows:

(1) the transferee is either (i) a QIB, purchasing (or holding) the Series 2025-CRT5 Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) outside the United States and is not a U.S. person;

(2) the transferee understands that the Series 2025-CRT5 Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the U.S. Securities Act, and that the Series 2025-CRT5 Notes have not been and will not be registered under the U.S. Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(3) unless it holds an interest in a Regulation S Class A Global Note, a Regulation S Class B Global Note or a Regulation S Class C Global Note, as the case may be, and either is a person located outside the United States or is not a U.S. person, if in the future the transferee

decides to resell, pledge or otherwise transfer the Series 2025-CRT5 Notes or any beneficial interests in the Series 2025-CRT5 Notes, it will do so, prior to the date which is one year after the later of the last issue date for the series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such notes, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the U.S. Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the U.S. Securities Act (if available) or (v) pursuant to an effective registration statement under the U.S. Securities Act, in each case in accordance with all applicable U.S. state securities laws;

(4) if a transferee of any beneficial interest in a Series 2025-CRT5 Note is outside the United States and is not a U.S. person, and if the transferee should resell or otherwise transfer the Series 2025-CRT5 Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the issue date of such Series 2025-CRT5 Notes), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 under the U.S. Securities Act or (B) to a QIB in compliance with Rule 144A and (ii) in accordance with all applicable U.S. state securities laws;

(5) the transferee will, and will require each subsequent holder to, notify any purchaser of a Series 2025-CRT5 Note from it of the resale restrictions referred to in clause (3) above, if then applicable;

(6) the transferee is not acquiring the Series 2025-CRT5 Notes with a view to the resale, distribution or other disposition thereof in violation of the U.S. Securities Act or Ontario Securities Commission Rule 72-503 (Distributions Outside Canada);

(7) the Series 2025-CRT5 Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Class A Notes, Rule 144A Global Class B Notes or Rule 144A Global Class C Notes, as the case may be, and that Series 2025-CRT5 Notes initially offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Class A Notes, Regulation S Global Class B Notes or Regulation S Global Class C Notes, as the case may be;

(8) the Series 2025-CRT5 Notes will bear the applicable legends in substantially the forms set forth in Section 7.07(b), unless the Issuer, the Indenture Trustee and the Note Registrar determine otherwise in compliance with applicable law;

(9) that if at some time in the future the transferee wishes to transfer or exchange any of the Series 2025-CRT5 Notes, it will not transfer or exchange any of the Series 2025-CRT5 Notes unless such transfer or exchange is in accordance with this Agreement and the Indenture, and that any purported transfer of any Series 2025-CRT5 Notes (or any interest therein) in contravention of any of the restrictions and conditions in this Agreement or the Indenture shall be void, and the purported transferee in such transfer shall not be recognized by the Issuer or any other person as a noteholder for any purpose;

(10) the Issuer and others will rely on upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, the transferee shall promptly notify the Issuer; and if it is acquiring any notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account; and

(11) for so long as the transferee holds such Series 2025-CRT5 Note (or a beneficial interest therein) either (a) it is not, is not acting on behalf of, and is not acquiring such Series 2025-CRT5 Note (or interest therein) with the assets of, a Benefit Plan or a governmental, church or non-U.S. plan that is subject to any Similar Law; or (b) its acquisition, holding and disposition of such Series 2025-CRT5 Note (or a beneficial interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law; and

(12) if it is, or is acting on behalf of, a Benefit Plan, (i) none of the Issuer, the Indenture Trustee, the Issuer Trustee, the Transferor, the Servicer, the Initial Purchasers or TD or any of their respective affiliates has provided any investment recommendation or investment advice to it or the Plan Fiduciary in connection with its decision to invest in the Series 2025-CRT5 Notes, and they are not otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code or 29 CFR 2510.3-21 (as may be amended from time to time), to the Benefit Plan or the Plan Fiduciary in connection with the Benefit Plan's acquisition of the Series 2025-CRT5 Notes and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Series 2025-CRT5 Note.

(d) Should the Series 2025-CRT5 Notes be held in definitive form, each transferee of a Series 2025-CRT5 Note will be required to deliver a representation letter substantially to the effect of the items set forth in Section 7.07(c).

(e) In the event that a Rule 144A Global Class A Note, Rule 144A Global Class B Note or Rule 144A Global Class C Note is exchanged for one or more definitive Class A Notes, Class B Notes or Class C Notes, as the case may be, pursuant to Section 3.04 of the Indenture, such Class A Notes, Class B Notes or Class C Notes, as the case may be, may be exchanged for one another only in accordance with such procedures as are substantially consistent with the provisions in this Section 7.07 and in the Indenture, including certification requirements intended to insure that such transfers comply with Rule 144A and as may be from time to time adopted by the Issuer and the Indenture Trustee.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01 **No Petition.**

The Indenture Trustee, by entering into this Indenture Supplement, each Derivative Counterparty, by entering into the applicable Derivative Agreement, each Supplemental Credit Enhancement Provider or Supplemental Liquidity Provider, as applicable, by entering into the applicable Supplemental Credit Enhancement Agreement or Supplemental Liquidity Agreement, and each Series 2025-CRT5 Noteholder, by accepting a Series 2025-CRT5 Note, agrees, to the fullest extent permitted by applicable law, that at no time shall it commence, or join in commencing, a bankruptcy case or other insolvency or similar proceeding under the laws of any jurisdiction against the Transferor, the Issuer, or any Master Trust.

Section 8.02 **Actions by the Issuer.**

Subject to the Transfer Agreement and the Servicing Agreement, all action to be taken by the Issuer under this Indenture Supplement shall be taken by the Administrator or the Issuer Trustee on behalf of the Issuer and all notices to be given or received by the Issuer under this Indenture Supplement shall be given or received by the Administrator or the Issuer Trustee, on behalf of the Issuer.

Section 8.03 **Limitations on Liability.**

(a) It is expressly understood and agreed by the parties hereto that (i) this Indenture Supplement is executed and delivered by the Issuer Trustee, not individually or personally but solely as Issuer Trustee under the Declaration of Trust, in the exercise of the powers and authority conferred and vested in it, (ii) each of the representations, undertakings and agreements herein made on the part of the Issuer is made and intended not as a personal representation, undertaking or agreement by the Issuer Trustee but is made and intended for the purpose of binding only the Issuer, (iii) nothing herein contained shall be construed as creating any liability on the Issuer Trustee, individually or personally, to perform any covenant of the Issuer either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties to the Indenture and by any Person claiming by, through or under them and (iv) under no circumstances shall the Issuer Trustee be personally liable for the payment of any indebtedness or expenses of the Issuer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Issuer under this Indenture Supplement or any related documents.

(b) None of the Indenture Trustee, the Issuer Trustee, the Servicer, the Administrator, the Beneficiary or any other beneficiary of the Issuer or any of their respective officers, directors, employees, members, incorporators or agents shall have any liability with respect to this Indenture Supplement, and any recourse may be had solely to the Collateral.

Section 8.04 **Termination of Issuer.**

The Issuer and the respective obligations and responsibilities of the Indenture Trustee created hereby shall terminate as provided in the Declaration of Trust.

Section 8.05 **Acknowledgement and Acceptance of Indenture Supplement.**

TD, as Servicer and Administrator, and Evergreen Funding Limited Partnership, as Transferor, by their signatures hereto, acknowledge and accept this Indenture Supplement.

Section 8.06 **Amendments.**

Except as expressly set forth in Article X of the Indenture, this Indenture Supplement may not be amended, restated, supplemented or modified.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture Supplement to be duly executed, all as of the day and year first above written.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA, not in its individual capacity but solely as Issuer Trustee**

By: "*Amy Hilowle*"
Name: Amy Hilowle
Title: Corporate Trust Officer

By: "*Stanley Kwan*"
Name: Stanley Kwan
Title: Associate Trust Officer

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

By: "*Ismail Bawa*"
Name: Ismail Bawa
Title: Authorized Signatory

Acknowledged and Accepted:

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

By: "*Colin Elion*"
Name: Colin Elion
Title: Director and Vice President

THE TORONTO-DOMINION BANK, as Servicer and Administrator

By: "*Colin Elion*"
Name: Colin Elion
Title: Associate Vice President, Funding, Treasury and Balance Sheet Management

EXHIBIT A-1

**FORM OF RULE 144A CLASS A SERIES 2025-CRT5
ASSET BACKED NOTE**

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS NOTE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS NOTE.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE

SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY,

REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS A NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS A NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
Cdn.$●[1]
CUSIP NO. 30023JCV8

EVERGREEN CREDIT CARD TRUST

3.632% CLASS A SERIES 2025-CRT5 ASSET BACKED NOTE

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016 for value received, hereby promises to pay to CDS & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; provided, however, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class A Note Interest Rate on each Interest Payment Date with respect to the Class A Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class A Notes from and including the most recent Interest Payment Date for the Class A Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class A Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest will be payable in equal payments semi-annually in arrears prior to the occurrence of an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes and in equal monthly payments monthly in arrears following an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of Canada as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

[1] Denominations of Cdn.$100,000 and integral multiples of Cdn.$1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class A Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class A Notes described in the within-mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: ______________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

3.632% CLASS A SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class A Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**", which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement, dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class B Notes and the Class C Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class A Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class A Notes, the Paying Agent shall distribute to each Class A Noteholder of record on the related Record Date (except for the final distribution in

respect of this Class A Note) such Class A Noteholder's *pro rata* share of the amounts held by the Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class A Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class A Note will be made only upon presentation and surrender of this Class A Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; *provided, however*, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class A Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class A Notes are issuable only in minimum denominations of Cdn. $100,000 and integral multiples of Cdn.$1,000 in excess thereof. The transfer of this Class A Note shall be registered in the Note Register upon surrender of this Class A Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class A Noteholder or such Class A Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class A Notes in any authorized denominations of like aggregate Class A Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class A Notes are exchangeable for new Class A Notes in any authorized denominations and of like aggregate Class A Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class A Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS A NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ___________________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ________________ ____[2]

Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	CDS & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[2] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT A-2

FORM OF REGULATION S CLASS A SERIES 2025-CRT5 ASSET BACKED NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS NOTE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS NOTE.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

THE FOREGOING PARAGRAPH SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION

4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A “BENEFIT PLAN” INCLUDES (1) AN “EMPLOYEE BENEFIT PLAN” (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A “PLAN” (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD “PLAN ASSETS” OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN (“PLAN FIDUCIARY”), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN’S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS A NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS A NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
Cdn.$●[3]
CUSIP NO. C3335LBX7

EVERGREEN CREDIT CARD TRUST

3.632% CLASS A SERIES 2025-CRT5 ASSET BACKED NOTE

Unless permitted under Canadian securities legislation, the holder of this security must not trade the security before the date that is 4 months and a day after the later of (i) January 16, 2025, and (ii) the date the issuer became a reporting issuer in any province or territory

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016 for value received, hereby promises to pay to CDS & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; provided, however, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class A Note Interest Rate on each Interest Payment Date with respect to the Class A Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class A Notes from and including the most recent Interest Payment Date for the Class A Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class A Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest will be payable in equal payments semi-annually in arrears prior to the occurrence of an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes and in equal monthly payments monthly in arrears following an Event of Default with respect to the Series 2025-CRT5 Notes and acceleration of such Series 2025-CRT5 Notes. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of Canada as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

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[3] Denominations of Cdn.$100,000 and integral multiples of Cdn.$1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class A Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class A Notes described in the within-mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: ________________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

3.632% CLASS A SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class A Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**", which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement, dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class B Notes and the Class C Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class A Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class A Notes, the Paying Agent shall distribute to each Class A Noteholder of record on the related Record Date (except for the final distribution in

respect of this Class A Note) such Class A Noteholder's *pro rata* share of the amounts held by the Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class A Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class A Note will be made only upon presentation and surrender of this Class A Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; *provided, however*, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class A Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class A Notes are issuable only in minimum denominations of Cdn. $100,000 and integral multiples of Cdn.$1,000 in excess thereof. The transfer of this Class A Note shall be registered in the Note Register upon surrender of this Class A Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class A Noteholder or such Class A Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class A Notes in any authorized denominations of like aggregate Class A Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class A Notes are exchangeable for new Class A Notes in any authorized denominations and of like aggregate Class A Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class A Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS A NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ____________________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _________________ ____[4]

Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	CDS & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[4] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT A-3

FORM OF RULE 144A CLASS B SERIES 2025-CRT5 ASSET BACKED NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO

WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED

STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS B NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS B NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
U.S.$●[5]
CUSIP NO. 30023J CX4

EVERGREEN CREDIT CARD TRUST

5.24% CLASS B SERIES 2025-CRT5 ASSET BACKED NOTE

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016, for value received, hereby promises to pay to CEDE & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; *provided, however*, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class B Note Interest Rate on each Interest Payment Date for the Class B Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class B Notes from and including the most recent Interest Payment Date for the Class B Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class B Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest on this Note will be payable in equal payments monthly in arrears. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

THIS CLASS B NOTE IS SUBORDINATED TO THE EXTENT NECESSARY TO FUND PAYMENTS ON THE CLASS A NOTES TO THE EXTENT SPECIFIED IN THE INDENTURE SUPPLEMENT.

[5] Denominations of U.S. $100,000 and integral multiples of U.S. $1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class B Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class B Notes described in the within-mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By: ________________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

5.24% CLASS B SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class B Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**" which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class A Notes and the Class C Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class B Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class B Notes, the Paying Agent shall distribute to each Class B Noteholder of record on the related Record Date (except for the final distribution in respect of this Class B Note) such Class B Noteholder's *pro rata* share of the amounts held by the

Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class B Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class B Note will be made only upon presentation and surrender of this Class B Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; provided, however, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class B Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class B Notes are issuable only in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1,000 in excess thereof. The transfer of this Class B Note shall be registered in the Note Register upon surrender of this Class B Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class B Noteholder or such Class B Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class B Notes in any authorized denominations of like aggregate Class B Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class B Notes are exchangeable for new Class B Notes in any authorized denominations and of like

aggregate Class B Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class B Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS B NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ___________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _________________ _______________________________________[6]
Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	Cede & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[6] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT A-4

**FORM OF REGULATION S CLASS B SERIES 2025-CRT5
ASSET BACKED NOTE**

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

THE FOREGOING PARAGRAPH SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN

SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A “PLAN” (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD “PLAN ASSETS” OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN (“PLAN FIDUCIARY”), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN’S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS B NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS B NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
U.S.$●[7]
CUSIP NO. C3335L BY5

EVERGREEN CREDIT CARD TRUST

5.24% CLASS B SERIES 2025-CRT5 ASSET BACKED NOTE

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016, for value received, hereby promises to pay to CEDE & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; *provided, however*, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class B Note Interest Rate on each Interest Payment Date for the Class B Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class B Notes from and including the most recent Interest Payment Date for the Class B Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class B Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest on this Note will be payable in equal payments monthly in arrears. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

THIS CLASS B NOTE IS SUBORDINATED TO THE EXTENT NECESSARY TO FUND PAYMENTS ON THE CLASS A NOTES TO THE EXTENT SPECIFIED IN THE INDENTURE SUPPLEMENT.

[7] Denominations of U.S. $100,000 and integral multiples of U.S. $1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class B Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class B Notes described in the within-mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By: ________________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

5.24% CLASS B SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class B Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**", which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class A Notes and the Class C Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class B Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class B Notes, the Paying Agent shall distribute to each Class B Noteholder of record on the related Record Date (except for the final distribution in respect of this Class B Note) such Class B Noteholder's *pro rata* share of the amounts held by the

Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class B Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class B Note will be made only upon presentation and surrender of this Class B Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; provided, however, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class B Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class B Notes are issuable only in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1,000 in excess thereof. The transfer of this Class B Note shall be registered in the Note Register upon surrender of this Class B Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class B Noteholder or such Class B Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class B Notes in any authorized denominations of like aggregate Class B Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class B Notes are exchangeable for new Class B Notes in any authorized denominations and of like

aggregate Class B Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class B Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS B NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ___________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _________________ _____________________________________[8]
Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	Cede & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[8] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT A-5

FORM OF RULE 144A CLASS C SERIES 2025-CRT5 ASSET BACKED NOTE

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO

WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED

STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS C NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS C NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
U.S.$ ●[9]
CUSIP NO. 30023J CY2

EVERGREEN CREDIT CARD TRUST

5.53% CLASS C SERIES 2025-CRT5 ASSET BACKED NOTE

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016, for value received, hereby promises to pay to CEDE & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; provided, however, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class C Note Interest Rate on each Interest Payment Date for the Class C Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class C Notes from and including the most recent Interest Payment Date for the Class C Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class C Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest on this Note will be payable in equal payments monthly in arrears. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

THIS CLASS C NOTE IS SUBORDINATED TO THE EXTENT NECESSARY TO FUND PAYMENTS ON THE CLASS A NOTES AND CLASS B NOTES TO THE EXTENT SPECIFIED IN THE INDENTURE SUPPLEMENT.

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[9] Denominations of U.S. $100,000 and integral multiples of U.S. $1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class C Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class C Notes described in the within mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as Indenture Trustee

By: ___________________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

5.53% CLASS C SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class C Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**", which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class A Notes and the Class B Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class C Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class C Notes, the Paying Agent shall distribute to each Class C Noteholder of record on the related Record Date (except for the final distribution in respect of this Class C Note) such Class C Noteholder's *pro rata* share of the amounts held by the

Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class C Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class C Note will be made only upon presentation and surrender of this Class C Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; provided, however, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class C Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class C Notes are issuable only in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1,000 in excess thereof. The transfer of this Class C Note shall be registered in the Note Register upon surrender of this Class C Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class C Noteholder or such Class C Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class C Notes in any authorized denominations of like aggregate Class C Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class C Notes are exchangeable for new Class C Notes in any authorized denominations and of like

aggregate Class C Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class C Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS C NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ___________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________ _______________________________________[10]
Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	Cede & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[10] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT A-6

**FORM OF REGULATION S CLASS C SERIES 2025-CRT5
ASSET BACKED NOTE**

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO EVERGREEN CREDIT CARD TRUST (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

THE FOREGOING PARAGRAPH SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE ISSUER, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE TRANSFEROR, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER (THE "TRANSACTION PARTIES"), THAT EITHER (A) IT IS NOT, IS NOT ACTING ON BEHALF OF, AND IS NOT ACQUIRING THIS SECURITY (OR INTEREST HEREIN) WITH THE ASSETS OF, A BENEFIT PLAN (AS DEFINED BELOW) OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") ("SIMILAR LAW") OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY OR INTEREST HEREIN WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR A VIOLATION OF ANY SIMILAR LAW. FOR THESE PURPOSES, A "BENEFIT PLAN" INCLUDES (1) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN

SECTION 3(3) OF ERISA), WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, OR (3) ANY ENTITY DEEMED TO HOLD "PLAN ASSETS" OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY.

EACH PURCHASER AND TRANSFEREE OF THIS SECURITY (OR ANY INTEREST HEREIN) THAT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN, WILL BE FURTHER DEEMED TO REPRESENT, COVENANT AND AGREE THAT (I) NONE OF THE TRANSACTION PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT, OR ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN ("PLAN FIDUCIARY"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS SECURITY, AND THEY ARE NOT OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(e)(3) OF THE CODE OR 29 CFR 2510.3-21 (AS MAY BE AMENDED FROM TIME TO TIME), TO THE BENEFIT PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH THE BENEFIT PLAN'S ACQUISITION OF THIS SECURITY AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS SECURITY.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF COVENANTS AND AGREES THAT IT WILL NOT AT ANY TIME INSTITUTE AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, OR JOIN IN INSTITUTING AGAINST THE ISSUER, THE TRANSFEROR OR ANY MASTER TRUST, ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS, OR OTHER PROCEEDINGS UNDER ANY CANADIAN OR UNITED STATES FEDERAL, STATE, PROVINCIAL OR TERRITORIAL BANKRUPTCY OR SIMILAR LAW.

THE HOLDER OF THIS CLASS C NOTE, BY ACCEPTANCE OF THIS NOTE, AND EACH HOLDER OF A BENEFICIAL INTEREST THEREIN, AGREE TO TREAT THE CLASS C NOTES AS INDEBTEDNESS OF THE ISSUER FOR APPLICABLE FEDERAL, STATE, AND LOCAL INCOME AND FRANCHISE TAX LAW AND FOR PURPOSES OF ANY OTHER TAX IMPOSED ON, OR MEASURED BY, INCOME.

REGISTERED
No. R-●

INITIAL DOLLAR PRINCIPAL AMOUNT
U.S.$ ●[11]
CUSIP NO. C3335L BZ2

EVERGREEN CREDIT CARD TRUST

5.53% CLASS C SERIES 2025-CRT5 ASSET BACKED NOTE

Evergreen Credit Card Trust® (herein referred to as the "**Issuer**" or the "**Trust**"), a trust governed by the laws of Ontario and established under a Declaration of Trust dated as of May 9, 2016, for value received, hereby promises to pay to CEDE & CO., or registered assigns, subject to the following provisions, a principal sum of **[ ]** payable on the May 2027 Payment Date (the "**Expected Final Payment Date**") in accordance with the Indenture, except as otherwise provided below or in the Indenture; provided, however, that the principal amount of this Note shall be due and payable on the May 2029 Payment Date (the "**Legal Maturity Date**") in accordance with the Indenture. The Issuer will pay interest on the unpaid principal amount of this Note at the Class C Note Interest Rate on each Interest Payment Date for the Class C Notes until the principal amount of this Note is paid in full. Interest on this Note will accrue for each Interest Payment Date for the Class C Notes from and including the most recent Interest Payment Date for the Class C Notes on which interest has been paid to, but excluding, such Interest Payment Date or, for the initial Interest Payment Date for the Class C Notes, from and including the Closing Date to, but excluding, such Interest Payment Date. Interest on this Note will be payable in equal payments monthly in arrears. Such principal of and interest on this Note shall be paid in the manner specified on the reverse hereof.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal balance of this Note.

Reference is made to the further provisions of this Note set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Note.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee, by manual signature, this Note shall not be entitled to any benefit under the Indenture or the Indenture Supplement referred to on the reverse hereof, or be valid for any purpose.

THIS CLASS C NOTE IS SUBORDINATED TO THE EXTENT NECESSARY TO FUND PAYMENTS ON THE CLASS A NOTES AND CLASS B NOTES TO THE EXTENT SPECIFIED IN THE INDENTURE SUPPLEMENT.

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[11] Denominations of U.S. $100,000 and integral multiples of U.S. $1,000 in excess thereof.

IN WITNESS WHEREOF, the Issuer has caused this Class C Note to be duly executed.

EVERGREEN CREDIT CARD TRUST, as Issuer, by **COMPUTERSHARE TRUST COMPANY OF CANADA,** not in its individual capacity but solely as Issuer Trustee

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Dated: ●, 20●

INDENTURE TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Class C Notes described in the within mentioned Indenture.

BNY TRUST COMPANY OF CANADA, as
Indenture Trustee

By: ______________________________
Authorized Signatory

EVERGREEN CREDIT CARD TRUST

5.53% CLASS C SERIES 2025-CRT5 ASSET BACKED NOTE

Summary of Terms and Conditions

This Class C Note is one of a duly authorized issue of Notes of the Issuer, designated as its Evergreen Credit Card Trust®, Series 2025-CRT5 (the "**Series 2025-CRT5 Notes**"), issued under an Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture**"), between the Issuer and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**", which term includes any successor Indenture Trustee under the Indenture), as supplemented by the Indenture Supplement dated as of January 16, 2025 (the "**Indenture Supplement**"), and representing the right to receive certain payments from the Issuer. The term "**Indenture**", unless the context otherwise requires, refers to the Indenture as supplemented by the Indenture Supplement. The Notes are subject to all of the terms of the Indenture. All terms used in this Note that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in or pursuant to the Indenture, as so supplemented or amended. In the event of any conflict or inconsistency between the Indenture and this Note, the Indenture shall control.

The Class A Notes and the Class B Notes will also be issued under the Indenture.

The Noteholder, by its acceptance of this Note, agrees that it will look solely to the property of the Issuer allocated to the payment of this Note in accordance with the Indenture for payment hereunder and that the Indenture Trustee is not liable to the Noteholders for any amount payable under the Note or the Indenture or, except as expressly provided in the Indenture, subject to any liability under the Indenture.

This Note does not purport to summarize the Indenture and reference is made to the Indenture for the interests, rights and limitations of rights, benefits, obligations and duties evidenced thereby, and the rights, duties and immunities of the Indenture Trustee.

The Expected Final Payment Date is the May 2027 Payment Date, but principal with respect to the Class C Notes may be paid earlier or later under certain circumstances described in the Indenture. If for one or more months during the Controlled Accumulation Period there are not sufficient funds to deposit into the Principal Funding Account the Controlled Deposit Amount, then to the extent that excess funds are not available on subsequent Payment Dates with respect to the Controlled Accumulation Period to make up for such shortfalls, the final payment of principal of the Notes will occur later than the Expected Final Payment Date. Payments of principal of the Notes shall be payable in accordance with the provisions of the Indenture.

Subject to the terms and conditions of the Indenture, the Transferor may, from time to time, direct the Issuer Trustee, on behalf of the Issuer, to issue one or more new Series, Class or Tranche of Notes or new Notes of any Series, Class or Tranche.

On each Interest Payment Date for the Class C Notes, the Paying Agent shall distribute to each Class C Noteholder of record on the related Record Date (except for the final distribution in respect of this Class C Note) such Class C Noteholder's *pro rata* share of the amounts held by the

Paying Agent that are allocated and available on such Interest Payment Date to pay interest and principal on the Class C Notes pursuant to the Indenture Supplement. Except as provided in the Indenture with respect to a final distribution, distributions to Series 2025-CRT5 Noteholders shall be made (i) by cheque mailed to each Series 2025-CRT5 Noteholder (at such Noteholder's address as it appears in the Note Register) or by wire transfer to the bank account indicated by each Series 2025-CRT5 Noteholder, except that with respect to any Series 2025-CRT5 Notes registered in the name of the nominee of a clearing agency, such distribution shall be made in immediately available funds and (ii) without presentation or surrender of any Series 2025-CRT5 Note or the making of any notation thereon. Final payment of this Class C Note will be made only upon presentation and surrender of this Class C Note at the office or agency specified in the notice of final distribution delivered by the Indenture Trustee to the Series 2025-CRT5 Noteholders in accordance with the Indenture.

On any day occurring on or after the date on which the aggregate Outstanding Dollar Principal Amount of all Outstanding Series of Notes is reduced to less than 10% of the sum of the highest Outstanding Dollar Principal Amount of each such Series at any time, the Transferor (but only if the Transferor is the Servicer or an Affiliate of the Servicer) shall have the right, but not the obligation to, redeem all Outstanding Series of Notes at a redemption price equal to 100% of the Outstanding Dollar Principal Amount of each such Series, plus accrued, unpaid and additional interest or principal accreted and unpaid on each such Series to, but excluding, the date of redemption; provided, however, that in no event shall such optional redemption occur if 25% or more of the Initial Dollar Principal Amount of any Series of Notes is Outstanding.

This Class C Note does not represent an obligation of, or an interest in, the Transferor, The Toronto-Dominion Bank, or any Affiliate of any of them and is not insured or guaranteed by the Canada Deposit Insurance Corporation, the Federal Deposit Insurance Corporation or any other governmental agency or instrumentality.

Each Noteholder, by accepting a Note, hereby covenants and agrees that it will not at any time institute against the Issuer, the Transferor or any Master Trust, or join in instituting against the Issuer, the Transferor or any Master Trust, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any Canadian or United States federal, state, provincial or territorial bankruptcy or similar law.

Except as otherwise provided in the Indenture Supplement, the Class C Notes are issuable only in minimum denominations of U.S.$100,000 and integral multiples of U.S.$1,000 in excess thereof. The transfer of this Class C Note shall be registered in the Note Register upon surrender of this Class C Note for registration of transfer at the office or agency of the Issuer in a Place of Payment, accompanied by a written instrument of transfer, in a form satisfactory to the Issuer and the Note Registrar, duly executed by the Class C Noteholder or such Class C Noteholder's attorney, and duly authorized in writing with such signature guaranteed, and thereupon one or more new Class C Notes in any authorized denominations of like aggregate Class C Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms will be issued to the designated transferee or transferees.

As provided in the Indenture and subject to certain limitations therein set forth, Class C Notes are exchangeable for new Class C Notes in any authorized denominations and of like

aggregate Class C Stated Principal Amount, Expected Final Payment Date and Legal Maturity Date and of like terms upon surrender of such Notes to be exchanged at the office or agency of the Issuer in a Place of Payment. No service charge may be imposed for any such exchange but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Issuer, the Transferor, the Indenture Trustee and any agent of the Issuer, the Transferor or the Indenture Trustee shall treat the person in whose name this Class C Note is registered as the owner hereof for all purposes, and neither the Issuer, the Transferor, the Indenture Trustee nor any agent of the Issuer, the Transferor or the Indenture Trustee shall be affected by notice to the contrary.

THIS CLASS C NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

____
(name and address of assignee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints, ___________, attorney, to transfer said certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________ _______________________________________[12]
Signature Guaranteed:

REGISTRATION PANEL

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Registration	In Whose Name Registered	Signature of Indenture Trustee or Other Note Registrar
●, 20●	Cede & Co.	

NOTATION OF EARLY PRINCIPAL PAYMENTS

(No writing on this panel except
by the Indenture Trustee or other Note Registrar)

Date of Payment	Amount Paid	Balance of Principal Amount Unpaid	Signature of Indenture Trustee or Other Note Registrar

[12] NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration, enlargement or any change whatsoever.

EXHIBIT B-1

FORM OF MONTHLY NOTEHOLDERS' STATEMENT

EVERGREEN CREDIT CARD TRUST
SERIES 2025-CRT5

Pursuant to (i) the Trust Indenture, dated as of May 9, 2016 (hereinafter as such agreement may be from time to time, amended or otherwise modified, the "**Indenture**"), between Evergreen Credit Card Trust® (the "**Issuer**" or the "**Trust**"), and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**"), as supplemented by the Indenture Supplement, dated as of January 16, 2025 (the "**Indenture Supplement**"), between the Issuer and the Indenture Trustee and (ii) the Servicing Agreement, dated as of May 9, 2016 (hereinafter as such agreement may be from time to time, amended or otherwise modified, the "**Servicing Agreement**"), among Evergreen Funding Limited Partnership, as transferor, The Toronto-Dominion Bank, as servicer and administrator ("**TD**" or the "**Servicer**"), the Issuer and the Indenture Trustee, TD as Servicer is required to prepare certain information each month regarding current payments to the Series 2025-CRT5 Noteholders and the performance of the Trust during the previous monthly period. The information which is required to be prepared with respect to the Payment Date of **[ ]**, and with respect to the performance of the Trust is set forth below. Certain of the information is presented on the basis of an Outstanding Currency Specific Dollar Principal Amount of $1,000 per Series 2025-CRT5 Note (a "**Note")** in the applicable currency**.** Certain other information is presented based on the aggregate amounts for the Trust as a whole. Capitalized terms used in this Monthly Statement have their respective meanings set forth in the Indenture, the Indenture Supplement and the Servicing Agreement.

A) Information regarding payments in respect of the Class A Notes per $1,000 Outstanding Currency Specific Dollar Principal Amount

(1)	The total amount of the payment in respect of the Class A Notes	Cdn.$_________
(2)	The amount of the payment set forth in paragraph (1) above in respect of Class A Semi-Annual Interest	Cdn.$_________
(3)	The amount of the payment set forth in paragraph (1) above in respect of Class A Semi-Annual Interest previously due but not distributed on a prior Payment Date	Cdn.$_________
(4)	The amount of the payment set forth in paragraph (1) above in respect of Class A Additional Interest	Cdn.$_________
(5)	The amount of the payment set forth in paragraph (1) above in respect of Class A Additional Interest previously due but not distributed on a prior Payment Date	Cdn.$_________
(6)	The amount of the payment set forth in paragraph (1) above in respect of principal of the Class A Notes	Cdn.$_________

B)		Information regarding payments in respect of the Class B Notes, per $1,000 Outstanding Currency Specific Dollar Principal Amount	
	(1)	The total amount of the payment in respect of the Class B Notes	U.S.$_________
	(2)	The amount of the payment set forth in paragraph (1) above in respect of Class B Monthly Interest	U.S.$_________
	(3)	The amount of the payment set forth in paragraph (1) above in respect of Class B Monthly Interest previously due but not distributed on a prior Payment Date	U.S.$_________
	(4)	The amount of the payment set forth in paragraph (1) above in respect of Class B Additional Interest	U.S.$_________
	(5)	The amount of the payment set forth in paragraph (1) above in respect of Class B Additional Interest previously due but not distributed on a prior Payment Date	U.S.$_________
	(6)	The amount of the payment set forth in paragraph (1) above in respect of principal of the Class B Notes	U.S.$_________
C)		Information regarding payments in respect of the Class C Notes, per $1,000 Outstanding Currency Specific Dollar Principal Amount	
	(1)	The total amount of the payment in respect of Class C Notes	U.S.$_________
	(2)	The amount of the payment set forth in paragraph (1) above in respect of Class C Monthly Interest	U.S.$_________
	(3)	The amount of the payment set forth in paragraph (1) above in respect of Class C Monthly Interest previously due but not distributed on a prior Payment Date	U.S.$_________
	(4)	The amount of the payment set forth in paragraph (1) above in respect of Class C Additional Interest	U.S.$_________
	(5)	The amount of the payment set forth in paragraph (1) above in respect of Class C Additional Interest previously due but not distributed on a prior Payment Date	U.S.$_________
	(6)	The amount of the payment set forth in paragraph (1) above in respect of principal of the Class C Notes	U.S.$_________

THE TORONTO-DOMINION BANK, as Servicer

By: ___________________________________

Name:
Title:

FORM OF MONTHLY SERVICER STATEMENT
EVERGREEN CREDIT CARD TRUST

Monthly Period:	[ ]/[ ]/[ ] to [ ]/[ ]/[ ]
Record Date:	[ ]/[ ]/[ ]
Payment Date:	[ ]/[ ]/[ ]

TRUST ACTIVITY	TRUST TOTALS	
1. Number of days in Monthly Period		[●]
2. Beginning of Monthly Period Number of Accounts		[●]
3. Beginning Principal Receivables	$	[●]
3a. Addition of Principal Receivables	$	[●]
3b. Removal of Principal Receivables	$	[●]
4. Beginning Invested Amount of Collateral Certificates	$	[●]
5. Beginning Excess Funding Account Amount	$	[●]
6a. Beginning Required Pool Balance	$	[●]
6b. Beginning Pool Balance	$	[●]
7. New Principal Receivables	$	[●]
8. Principal Collections	$	[●]
9. Gross Default Amount	$	[●]
10. Ending Principal Receivables	$	[●]
11. Ending Total Receivables	$	[●]
12. Ending Invested Amount of Collateral Certificates	$	[●]
13. Ending Excess Funding Account Amount	$	[●]
14. Ending Pool Balance	$	[●]
15. Ending Required Pool Balance	$	[●]
16. End of Monthly Period Number of Accounts		[●]

TRUST PERFORMANCE		
1. Total Collections	$	[●]
2. Total Payment Rate		[●]%
3. Principal Collections	$	[●]
4. Principal Payment Rate		[●]%
5. Net Default Amount	$	[●]
6. Annualized Net Default Rate		[●]%
7. Gross Default Amount	$	[●]
8. Annualized Gross Default Rate		[●]%
9. Finance Charge Collections	$	[●]
10. Trust Portfolio Yield (Net of Defaults)		[●]%

Delinquencies	**Percent of Ending Total Receivables**		
31-60 Days Delinquent	[●]%	$	[●]

TRUST ACTIVITY		TRUST TOTALS
61-90 Days Delinquent	[●]%	$ **[●]**
90+ Days Delinquent	[●]%	$ **[●]**
Total 30+ Days Delinquent	[●]%	$ **[●]**

TRANSFEROR AMOUNT AND SELLER'S INTEREST	
1. Series Required Transferor Amount Percentage	**[●]**%
2. Beginning Transferor Amount	$ **[●]**
3. Ending Transferor Amount	$ **[●]**
4. Ending Required Transferor Amount	$ **[●]**
5. Required Seller's Interest (as of the most recent RR measurement date) – 5% of adjusted outstanding investor ABS interests	$ **[●]**
6. Seller's Interest (as of the most recent RR measurement date) – Principal Receivables minus adjusted outstanding investor ABS interests	$ **[●]**

REALLOCATION GROUP A ALLOCATIONS	TRUST TOTALS	GROUP TOTALS
1. Nominal Liquidation Amount		$ **[●]**
2. Finance Charge Collections	$ **[●]**	$ **[●]**
3. Interest		$ **[●]**
4. Default Amount	$ **[●]**	$ **[●]**
5. Successor Servicing Fee paid to the successor servicer		$ **[●]**
6. Additional Amounts		$ **[●]**

SERIES 2025-CRT5 NOMINAL LIQUIDATION AMOUNT AS OF THE RELATED PAYMENT DATE	
1. Beginning Series 2025-CRT5 Nominal Liquidation Amount	$**[●]**
2. Reimbursement of previous reductions in the Series 2025-CRT5 Nominal Liquidation Amount	$**[●]**
3. Investor Charge-Offs	$**[●]**
4. Reallocated Principal Collections	$**[●]**
5. Principal Funding Account Deposit/(Withdrawal)	$**[●]**
6. Payments of principal of the Series 2025-CRT5 Notes	$**[●]**
7. Ending Series 2025-CRT5 Nominal Liquidation Amount	$**[●]**

SERIES 2025-CRT5 ALLOCATIONS	
1. Reallocation Group	**[A]**
2. Shared Excess Available Finance Charge Collections Group	**[A]**
3. Shared Excess Available Principal Collections Group	**[A]**
4. Opening Principal Funding Account Balance	$**[●]**
5. Series 2025-CRT5 Floating Allocation Percentage	**[●]**%

6. Series 2025-CRT5 Finance Charge Collections	$[●]
7. Series 2025-CRT5 Reallocated Finance Charge Collections	$[●]
8. Series 2025-CRT5 Available Finance Charge Collections	$[●]
9. Shared Excess Available Finance Charge Collections	$[●]
10. Net Investment Proceeds from Principal Funding Account	$[●]
10. Net Investment Proceeds from Class A Interest Funding Account	$[●]
11. Amounts withdrawn from the Accumulation Reserve Account	$[●]
12. Series 2025-CRT5 Monthly Interest	$[●]
13. Series 2025-CRT5 Successor Servicing Fee paid to the successor servicer	$[●]
14. Series 2025-CRT5 Default Amount	$[●]
15. Series 2025-CRT5 Principal Allocation Percentage	[●]%
16. Series 2025-CRT5 Principal Collections	$[●]
17. Shared Excess Available Principal Collections	$[●]

APPLICATION OF SERIES 2025-CRT5 AVAILABLE FINANCE CHARGE COLLECTIONS	
1. Series 2025-CRT5 Available Finance Charge Collections	
2. Class A Notes (Cdn.$[●])	
a. Class A Monthly Interest	$[●]
b. Class A Monthly Interest	$[●]
c. Class A Outstanding Additional Interest	$[●]
d. Class A Outstanding Additional Interest	$[●]
3. Class B Notes (U.S.$[●])	
a. Class B Canadian Dollar Monthly Interest (Class B Interest Swap Payment)	$[●]
4. Class C Notes (U.S.$[●])	($[●])
a. Class C Canadian Dollar Monthly Interest (Class C Interest Swap Payment)	$[●]
5. Series 2025-CRT5 Successor Servicing Fee paid to successor servicer	$[●]
6. Amount equal to Series 2025-CRT5 Default Amount treated as Series 2025-CRT5 Available Principal Collections	$[●]
7. Amount of unreimbursed reductions in the Series 2025-CRT5 Nominal Liquidation Amount treated as Series 2025-CRT5 Available Principal Collections	$[●]
8. Deposited to the Accumulation Reserve Account	$[●]
9. Deposited to the Class C Reserve Account	$[●]
10. Swap Termination Payment	$[●]
11. Subordinated Loan Payment	$[●]
12. Default Acceleration - amount of Series 2025-CRT5 Notes treated as Series 2025-CRT5 Available Principal Collections	$[●]
13. Amount Paid to the Beneficiary	$[●]
14. Remaining amount treated as Shared Excess Available Finance Charge Collections Group A	$[●]
15. Remaining amount paid to holder of the Transferor Indebtedness	$[●]

SERIES 2025-CRT5 AVAILABLE PRINCIPAL COLLECTIONS	
1. Series 2025-CRT5 Principal Collections	$ **[ ]**
2. Reallocated Principal Collections required to pay shortfalls in interest on the Class A Notes or the Class B Notes or in the Series 2025-CRT5 Successor Servicing Fee or uncovered Series 2025-CRT5 Default Amount	$ **[ ]**
3. Series 2025-CRT5 Available Finance Charge Collections to cover Series 2025-CRT5 Default Amount	$ **[ ]**
4. Series 2025-CRT5 Available Finance Charge Collections to cover Reductions of Nominal Liquidation Amount	$ **[ ]**
5. After event of default, Series 2025-CRT5 Finance Charge Collections treated as Series 2025-CRT5 Available Principal Collections	$ **[ ]**
6. Series 2025-CRT5 Available Principal Collections	$ **[ ]**

APPLICATION OF AVAILABLE PRINCIPAL COLLECTIONS DURING REVOLVING PERIOD	
1. Treated as Shared Excess Available Principal Collections	$ **[ ]**

APPLICATION OF AVAILABLE PRINCIPAL COLLECTIONS DURING CONTROLLED ACCUMULATION PERIOD	
1. Principal Funding Account	$ **[ ]**
2. Treated as Shared Excess Available Principal Collections	$ **[ ]**

APPLICATION OF AVAILABLE PRINCIPAL COLLECTIONS DURING EARLY AMORTIZATION PERIOD	
1. Class A Noteholders	$ **[ ]**
2. Class B Noteholders	$ **[ ]**
3. Class C Noteholders	$ **[ ]**
4. Treated as Shared Excess Available Principal Collections	$ **[ ]**

SERIES 2025-CRT5 PRINCIPAL FUNDING, CLASS A INTEREST FUNDING ACCOUNT, ACCUMULATION, CLASS C RESERVE ACCOUNT, CLASS B AND C NOTE PAYMENT ACCOUNT	
1. Principal Funding Account	
Opening Balance	$**[ ]**
Additions	$**[ ]**
Withdrawals	$**[ ]**
Ending Balance	$**[ ]**
2. Investment Proceeds on Principal Funding Account	$**[ ]**
3. Class A Interest Funding Account	
Opening Balance	$**[ ]**
Class A Monthly Interest	$**[ ]**
Payments of Class A Notes	$**[ ]**
Ending Balance	$**[ ]**

4. Investment Proceeds on Class A Interest Funding Account

5. Accumulation Reserve Account	
Opening Balance	$[ ]
Additions	$[ ]
Withdrawals	$[ ]
Ending Balance	$[ ]
6. Investment Proceeds on Accumulation Reserve Account	$[ ]
7. Required Accumulation Reserve Account Amount	$[ ]
8. Class C Reserve Account	
Opening Balance	$[ ]
Additions	$[ ]
Withdrawals	$[ ]
Ending Balance	$[ ]
9. Investment Proceeds on Class C Reserve Account	$[ ]
10. Required Class C Reserve Account Amount	$[ ]
11. Class B and C Note Payment Account	
Opening Balance	$[ ]
Class B Monthly Interest	$[ ]
Class B Stated Principal Amount	$[ ]
Payment of Class B Monthly Interest	$[ ]
Payment of Class B Stated Principal Amount	$[ ]
Class C Monthly Interest	$[ ]
Class C Stated Principal Amount	$[ ]
Payment of Class C Monthly Interest	$[ ]
Payment of Class C Stated Principal Amount	$[ ]
Ending Balance	$[ ]

SERIES 2025-CRT5 INTEREST PAYMENTS TO NOTEHOLDERS

1. Class A Semi-Annual Interest	$[ ]
2. Class B Monthly Interest	$[ ]
3. Class C Monthly Interest	$[ ]

PORTFOLIO PERFORMANCE DATA

1. Series 2025-CRT5 Portfolio Yield	
Current Monthly Period	[ ]%
Prior Monthly Period	[ ]%
Second Prior Monthly Period	[ ]%
2. Series 2025-CRT5 Base Rate	[ ]%
Current Monthly Period	[ ]%
Prior Monthly Period	[ ]%
Second Prior Monthly Period	[ ]%
3. Series 2025-CRT5 Excess Spread Percentage	
Current Monthly Period	[ ]%

Prior Monthly Period	[ ]%
Second Prior Monthly Period	[ ]%
4. Series 2025-CRT5 Quarterly Excess Spread Percentage	[ ]%
Quarterly Excess Spread Percentage greater than the Required Excess Spread Percentage?	**[PASS]**
5. Principal Payment Rate	
Current Monthly Period	[ ]%
Prior Monthly Period	[ ]%
Second Prior Monthly Period	[ ]%
6. Quarterly Principal Payment Rate	[ ]%
Quarterly Principal Payment Rate greater than 10%?	**[PASS]**

THE TORONTO-DOMINION BANK, as Servicer

By: ______________________________

Name:
Title:

EXHIBIT B-2

FORM OF ANNUAL PAYMENT INFORMATION
EVERGREEN CREDIT CARD TRUST
SERIES 2025-CRT5

FOR THE YEAR ENDED DECEMBER 31, 20[ ]

The undersigned, a duly authorized representative of The Toronto-Dominion Bank ("**TD**" or the "**Servicer**"), as Servicer pursuant to the (i) Trust Indenture, dated as of May 9, 2016 (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture**"), between Evergreen Credit Card Trust® (the "**Issuer**" or the "**Trust**"), and BNY Trust Company of Canada, as indenture trustee (the "**Indenture Trustee**"), as supplemented by the Indenture Supplement, dated as of January 16, 2025 (the "**Indenture Supplement**"), between the Issuer and the Indenture Trustee and (ii) the Servicing Agreement, dated as of May 9, 2016 (hereinafter as such agreement may be from time to time, amended, supplemented, restated, replaced or otherwise modified, the "**Servicing Agreement**"), among Evergreen Funding Limited Partnership, as transferor (the "**Transferor**"), TD, as servicer and administrator, the Issuer, and the Indenture Trustee, does hereby certify as follows:

(a) Capitalized terms used in this Certificate have their respective meanings set forth in the Indenture, the Indenture Supplement and the Servicing Agreement.

(b) Pursuant to Section 7.03 of the Indenture Supplement, the Servicer instructed the Paying Agent to pay in accordance with Section 7.03 from amounts held by the Paying Agent and allocated to Series 2025-CRT5 or amounts in the Principal Funding Account and Class B and C Note Payment Account, as applicable, the following aggregate amounts during the year ended December 31, 20**[●●]**:

A) Pursuant to subsection 7.03(a):

Interest distributed to Class A Noteholders	Cdn. $

B) Pursuant to subsection 7.03(b):

On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date principal distributed to the Class A Noteholders	Cdn. $

C) Pursuant to subsection 7.03(c):

Interest distributed to Class B Noteholders	U.S. $

D) Pursuant to subsection 7.03(d):

	On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date principal distributed to the Class B Noteholders	U.S. $
E)	Pursuant to subsection 7.03(e):	
	Interest distributed to Class C Noteholders	U.S. $
F)	Pursuant to subsection 7.03(f):	
	On each Payment Date with respect to the Early Amortization Period and on the Expected Final Payment Date principal distributed to the Class C Noteholders	U.S. $

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this **[●]** day of **[●]**, 20**[●●]**.

THE TORONTO-DOMINION BANK, as Servicer

By: ___________________________________
Name:
Title:

EXHIBIT C

FORM OF MONTHLY SERVICER'S CERTIFICATE

THE TORONTO-DOMINION BANK

EVERGREEN CREDIT CARD TRUST
SERIES 2025-CRT5

The undersigned, a duly authorized representative of The Toronto-Dominion Bank, as servicer ("**TD**"), pursuant to the Servicing Agreement, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Agreement**"), among Evergreen Funding Limited Partnership, as transferor, TD, as servicer and administrator, Evergreen Credit Card Trust®, a trust governed by the laws of Ontario (the "**Trust**"), and BNY Trust Company of Canada, as Indenture Trustee (the "**Indenture Trustee**"), does hereby certify that:

1. Capitalized terms used in this Certificate have their respective meanings set forth in the Agreement or the Trust Indenture, dated as of May 9, 2016 (as may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Master Indenture**"), between the Trust and the Indenture Trustee, as supplemented by the Series 2025-CRT5 Indenture Supplement, dated as of January 16, 2025, between the Trust and the Indenture Trustee (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Indenture Supplement**" and together with the Master Indenture, the "**Indenture**"), as applicable.

2. TD is, as of the date hereof, the Servicer under the Agreement.

3. The undersigned is an Authorized Officer of the Servicer who is duly authorized pursuant to the Agreement to execute and deliver this Certificate to the Indenture Trustee.

4. This Certificate relates to the Payment Date occurring on **[, 20]**.

5. As of the date hereof, to the best knowledge of the undersigned, the Servicer has performed in all material respects its obligations under the Agreement and the Indenture through the Monthly Period preceding such Payment Date and no material default in the performance of such obligations has occurred or is continuing except as set forth in paragraph 6 below.

6. The following is a description of each material default in the performance of the Servicer's obligations under the provisions of the Agreement known to me to have been made by the Servicer through the Monthly Period preceding such Payment Date, which sets forth in detail (i) the nature of each such default, (ii) the action taken by the Servicer, if any, to remedy each such default and (iii) the current status of each such default: **[If applicable, insert "None."]**

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate this **[●]** day of **[●, ●]**.

THE TORONTO-DOMINION BANK, as Servicer

By: ________________________________
Name:
Title: