

MORTGAGE SALE AGREEMENT

by and among

CANADIAN IMPERIAL BANK OF COMMERCE

as Seller

and

**CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED
PARTNERSHIP**

as Purchaser

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as Bond Trustee

July 2, 2013

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MORTGAGE SALE AGREEMENT

THIS MORTGAGE SALE AGREEMENT (this “**Agreement**”) is made as of the 2nd day of July, 2013.

BY AND AMONG:

CANADIAN IMPERIAL BANK OF COMMERCE, a bank named in Schedule I to the *Bank Act* (Canada), whose executive office is at Commerce Court, 199 Bay Street, Toronto, Ontario, Canada M5L 1A2 (hereinafter referred to as “**Seller**”)

- and -

CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Ontario, whose registered office is at Commerce Court, 199 Bay Street, Toronto, Ontario M5L 1A2 by its managing general partner **CIBC COVERED BOND (LEGISLATIVE) GP INC.** (hereinafter referred to as the “**Purchaser**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company formed under the laws of Canada whose registered office is at 100 University Avenue, 11th Floor, Toronto, Ontario, Canada M5J 2Y1 in its capacity as the Bond Trustee (hereinafter the “**Bond Trustee**”).

WHEREAS:

- A. The Seller desires from time to time to sell, transfer and assign Loans on a fully serviced basis, and the Purchaser desires to acquire such Loans on and subject to the terms and conditions of this Agreement.
- B. Each of the parties hereto is a party to the Servicing Agreement.

THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants, representations, agreements and warranties of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions and Interpretation** The master definitions and construction agreement made between the parties to the Transaction Documents on July 2, 2013 (as the same may be amended, restated, varied or supplemented from time to time with the consent of the parties thereto, the “**Master Definitions and Construction Agreement**”) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Agreement (as so

amended, restated, varied or supplemented from time to time) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the recitals hereto, and this Agreement shall be construed in accordance with the interpretation provisions set out in Section 2 of the Master Definitions and Construction Agreement.

- 1.2 For the purposes of this Agreement, “this Agreement” has the same meaning as Mortgage Sale Agreement in the Master Definitions and Construction Agreement.

ARTICLE 2 AMOUNTS AND TERMS OF THE PURCHASES

2.1 Purchase Facility

On and subject to the terms and conditions hereinafter set forth, the Purchaser hereby agrees to make purchases of Loans and Related Security pursuant to Section 2.2(a) from time to time.

2.2 Making Purchases

- (a) The Purchaser may from time to time enquire of the Seller, or the Seller may from time to time notify the Purchaser, as to the availability of Loans and their Related Security to be acquired by the Purchaser from the Seller pursuant to this Agreement.
- (b) Upon receiving notice or confirmation, as the case may be, that the Seller has Loans and their Related Security available for sale, the Seller may from time to time deliver an irrevocable written notice in the form of Schedule 2.2(b) (each, a “**Purchase Notice**”) to the Purchaser in accordance with Section 9.4 (other than the Purchase Notice in respect of the first Purchase Date, each such Purchase Notice must be received by the Purchaser prior to 11:00 a.m. (Toronto time) at least three (3) Toronto Business Days prior to the related Purchase Date or, in the case of the initial Purchase Date, prior to 11:00 a.m. (Toronto time) on such date). The Purchase Notice for the first Purchase Date shall be delivered on the Purchase Date.
- (c) Each Purchase Notice for a purchase of Loans shall:
 - (i) specify the date (each, a “**Purchase Date**”) on which the purchase and sale of the Loans and their Related Security identified in such Purchase Notice is to take place and the Cut-Off Date for such purchase;
 - (ii) specify the Aggregate Purchase Price to be paid by the Purchaser to the Seller on the Purchase Date for the Portfolio Assets identified in such Purchase Notice;
 - (iii) contain a listing of the Loans to be purchased on the Purchase Date including:
 - (A) for each Loan subject to such Purchase Notice:

- (1) the Seller's identification number for such Loan;
 - (2) the name of the Borrower in respect of such Loan;
 - (3) the municipal street address, city, province and postal code of the related mortgaged property;
 - (4) the aggregate amount advanced in respect of the Loan;
 - (5) the rate of interest chargeable on each such Loan as of the related Cut-Off Date;
 - (6) if applicable, the date(s) on which adjustments in interest are to take place or may be effected by the lender pursuant to the Mortgage Terms in respect of the Loan;
 - (7) the maturity date of such Loan;
 - (8) the remaining amortization period in respect of such Loan;
 - (9) the Current Balance (excluding Capitalized Interest and Capitalized Arrears) of such Loan as of the related Cut-Off Date; and
 - (10) if other than the Seller, the lender on title to the Mortgage in respect of the Loan.
- (B) for all Loans subject to such Purchase Notice, on an aggregate basis:
- (1) the highest and lowest interest rates chargeable on all of the Loans included in such Purchase Notice;
 - (2) the weighted average amortization period for such Loans (in months);
 - (3) the current index, prime or other reference rate(s) applicable to such Loans as at the Cut-Off Date;
 - (4) the number of Loans identified in the Purchase Notice; and
 - (5) the aggregate Current Balance as of the related Cut-Off Date of such Loans.
- (d) If the Purchaser agrees to the terms and conditions set out in the Purchase Notice it shall signify its acceptance thereof by executing and returning such Purchase Notice to the Seller on the same day as the day of receipt thereof.
- (e) If the Purchaser fails to accept such Purchase Notice within such period it shall be deemed to have declined to complete the proposed purchase on the terms and conditions set out in such Purchase Notice and this Agreement.

- (f) Upon its acceptance of a Purchase Notice, there shall exist a binding agreement between the Seller and the Purchaser for the purchase by the Purchaser from the Seller of the Portfolio Assets listed in the relevant Purchase Notice upon the terms and conditions of this Agreement including, without limitation, satisfaction of the conditions precedent in Section 3.1, in the case of the initial purchase, and Section 3.2, in the case of the initial purchase and all subsequent purchases.
- (g) On each Purchase Date specified in a Purchase Notice, with respect to the Portfolio Assets specified in such Purchase Notice, together with all Collections from the Cut-Off Date to the relevant Purchase Date (collectively the "**Purchased Assets**"), the Purchaser shall, upon satisfaction of the applicable conditions set forth in Article 3, pay to the Seller in same day funds an amount equal to the Aggregate Purchase Price by depositing such amount into the Seller's Account or, if the Seller so elects in writing to the Purchaser on or before the applicable Purchase Date, the Purchaser shall credit the Seller's Capital Account Ledger with an amount equal to all (or the portion of the Aggregate Purchase Price not paid in cash) of the Aggregate Purchase Price. Upon such payment and deposit or credit, as the case may be, all of the Seller's beneficial ownership of such Purchased Assets subject to the related Purchase Notice shall be sold, assigned and transferred to the Purchaser on a fully serviced basis effective as of the related Cut-Off Date and the Seller will execute and deliver the Seller Assignment.
- (h) On each Purchase Date, the Seller shall provide to the Purchaser (prior to a downgrade of the ratings of the Cash Manager below the Cash Management Deposit Ratings by delivery to the Cash Manager and following a downgrade of the ratings of the Cash Manager below the Cash Management Deposit Ratings by deposit in the GDA Account) in respect of the Purchased Portfolio Assets acquired by the Purchaser on such date an amount equal to the aggregate Collections received by the Seller from the applicable Cut-Off Date and prior to such Purchase Date in respect of such Purchased Portfolio Assets.

2.3 Repurchase upon Breach or Adverse Claim

- (a) If the Purchaser (or the Cash Manager on its behalf) gives notice (each, a "**Portfolio Asset Repurchase Notice**") to the Seller (with a copy to the Purchaser) upon the discovery of any (i) breach of the Seller's representations, warranties or covenants made pursuant to or in connection with this Agreement which materially and adversely affects the interest of the Purchaser in any Purchased Portfolio Asset or the value of the affected Purchased Portfolio Asset; or (ii) Adverse Claim (other than a Permitted Security Interest or a Security Interest arising through the Purchaser), which materially and adversely affects the interest of the Purchaser in any Purchased Portfolio Asset or the value of the affected Purchased Portfolio Asset, then unless any such breach or Adverse Claim shall have been cured by the end of the 20th Toronto Business Day commencing on the date on which such non-compliance is discovered, the Seller shall repurchase such Purchased Portfolio Asset and its Related Security (if applicable) and any other Loan secured or intended to be secured by that Related Security or any part of it on the first Calculation Date occurring after such 20 Toronto Business Day period.

- (b) As consideration for the repurchase of any Purchased Portfolio Asset under this Section 2.3, the Seller shall remit the Repurchase Amount of such Purchased Portfolio Asset and any other Loan secured or intended to be secured by the Related Security of such Purchased Portfolio Asset on the applicable Calculation Date (with the Repurchase Amount being determined as of such Calculation Date), and thereupon all of the Purchaser's right, title and interest in and to such Purchased Portfolio Asset and all Collections thereon and proceeds thereof from and after such Calculation Date shall be sold, assigned and transferred to the Seller effective as of such Calculation Date, without recourse, representation or warranty (whether express, implied, statutory or otherwise) to, against, by or on behalf of the Purchaser save and except that (x) such Purchased Portfolio Asset and proceeds thereof are free and clear of any Adverse Claim created by the Purchaser and (y) the Purchaser has the power and authority to sell, transfer and assign all of its right, title and interest in such Purchased Portfolio Asset and the proceeds thereof to the Seller as herein provided. The Purchaser will, at the expense of the Seller, execute and deliver such assignments or other instruments of conveyance with respect to any Purchased Portfolio Asset repurchased by the Seller pursuant to this Section 2.3 as may be reasonably requested. The Purchaser shall apply an amount equal to the Repurchase Amount (less Accrued Interest and Arrears of Interest) in accordance with the Pre-Acceleration Principal Priority of Payments.

2.4 Optional Repurchase Provisions

Prior to the occurrence of an Issuer Event of Default, the Seller may from time to time offer to purchase one or more of the Purchased Portfolio Assets at a purchase price (the "**Optional Repurchase Price**") equal to the aggregate Fair Market Value with respect to such Purchased Portfolio Asset as of the date of such offer. If the Purchaser chooses to accept such offer and the Asset Coverage Test is satisfied on a *pro forma* basis after giving effect to such sale, (i) the Seller shall provide to the Purchaser (prior to a downgrade of the ratings of the Cash Manager below the Cash Management Deposit Ratings by delivery to the Cash Manager and following a downgrade of the ratings of the Cash Manager below the Cash Management Deposit Ratings by deposit in the GDA Account) an amount equal to the Optional Repurchase Price on the date of closing of such repurchase; (ii) upon the making of such payment all of the Purchaser's right, title and interest in and to such Purchased Portfolio Assets, and any Collections, from the date of such offer to such closing date shall be sold, assigned and transferred by the Purchaser to the Seller effective as of the date of such offer, without recourse, representation or warranty (whether express, implied, statutory or otherwise) to, against, by or on behalf of the Purchaser save and except that (x) such Purchased Portfolio Assets and proceeds thereof are free and clear of any Adverse Claim created by the Purchaser and (y) the Purchaser has the power and authority to sell, transfer and assign all of its right, title and interest in such Purchased Portfolio Assets and proceeds thereof as herein provided. The Purchaser will, at the expense of the Seller execute and deliver such assignments or other instruments of conveyance with respect to the Purchased Portfolio Assets purchased pursuant to this Section 2.4 as may be reasonably requested. Any Purchased Portfolio Assets purchased pursuant to this Section 2.4 will be selected in a manner that would not reasonably be expected to be materially prejudicial to the interests of the Covered Bondholders.

2.5 Further Advances

The sale by the Seller of any Loans and their Related Security to the Purchaser shall not include any obligation to pay any Further Advance (if any), or any other such obligation relating to payment of funds to a Borrower in respect of such Loans which obligation shall at all times, and notwithstanding the sale of such Loans and their Related Security to the Purchaser, remain an obligation of the relevant Seller. All such Further Advances in respect of the Loans and their Related Security in the Covered Bond Portfolio will be funded in accordance with the terms of the Intercompany Loan and the Guarantor Agreement.

2.6 Payments and Computations, Etc.

- (a) All amounts to be paid to the Cash Manager or deposited in the Guarantor Account, shall be paid or deposited, as the case may be, no later than 11:00 a.m. (Toronto time) on the day when due in same day funds. All amounts received after 11:00 a.m. (Toronto time) will be deemed to have been received on the immediately succeeding Toronto Business Day.
- (b) The Seller shall pay interest on any amount not paid or deposited by the Seller when due hereunder, at an interest rate equal to the rate of interest payable by the Purchaser on Advances under the Intercompany Loan Agreement, payable on demand.
- (c) All computations of interest under subsection (b) above and all computations of fees and other amounts hereunder shall be made on the basis of a year of 365 days, as the case may be, for the actual number of days elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Toronto Business Day, such payment or deposit shall be made on the next succeeding Business Day.
- (d) The Seller shall make all payments required to be made by it hereunder or under any other Purchase Document, in its personal capacity or in its capacity as Seller, without deduction, allowance or set-off regardless of any defence or counterclaim (whether based on any law, rule or policy now or hereafter issued or enacted by any Government Authority) unless required by applicable law.
- (e) Each interest rate which is calculated under this Agreement on any basis other than the actual number of days in a calendar year (the "**Deemed Interest Period**") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the number of days in the Deemed Interest Period, then multiplying such result by 365 (or 366, as applicable).

2.7 Authorized Underpayments

In the event that the Servicer permits a Borrower to make an Authorized Underpayment, the Seller of such Loan will be required to pay to the Purchaser an amount equal to the unpaid interest associated with that Authorized Underpayment. The amount of any such payment representing capitalized interest in respect of that Authorized Underpayment shall constitute a Cash Capital Contribution by the Seller to the Purchaser.

ARTICLE 3 CONDITIONS OF PURCHASE

3.1 Conditions Precedent to Initial Purchase

The initial purchase by the Purchaser of Loans is subject to the conditions precedent that, as the case may be, the following shall have occurred or that the Purchaser shall have received on or before the date of such purchase the following, each in form and substance (including the date thereof) satisfactory to it, acting reasonably:

- (a) Executed copies of this Agreement and the other Purchase Documents.
- (b) A certificate of confirmation with respect to the Seller issued by the Office of the Superintendent of Financial Institutions.
- (c) Certified copies of all documents evidencing necessary corporate approvals.
- (d) A certificate of the Secretary or an Assistant Secretary of the Seller certifying the names and true signatures of the officers of the Seller authorized to sign this Agreement and the other Purchase Documents to which it is a party. Until the Purchaser receives a subsequent incumbency certificate from the Seller, the Purchaser shall be entitled to rely on the last such certificates delivered to it by the Seller.
- (e) A favourable opinion of counsel for the Seller, in form satisfactory to the Purchaser, acting reasonably.
- (f) Acknowledgements or duplicate registration copies of proper assignments, Financing Statements and other similar documents or instruments, with registration particulars stamped thereon, naming the Seller as seller or assignor and the Purchaser as purchaser or assignee, and duly filed on or before the date of such purchase under the PPSA in Ontario and pursuant to Article 1642 of the *Civil Code* in Québec within seven Toronto Business Days following such purchase in order to perfect the interests of the Purchaser in the applicable Loans contemplated by this Agreement.
- (g) Executed copies of all financing statements, financing change statements, discharges and releases, if any, necessary to discharge or release all security interests and other rights or interests of any Person in the Purchased Assets previously granted by the Seller, together with copies of the relevant financing change statements or other discharge statements or releases with the registration particulars stamped thereon or other assurance satisfactory to the Purchaser.
- (h) Completed PPSA search results, dated within five Toronto Business Days of the date of the initial Purchase Date, listing the financing statements referred to in Section 3.1(f) above (other than those filed in Québec, search results in respect of which will be made available within five Toronto Business Days of such filing) and all other effective financing statements filed in the jurisdictions referred to in Section 3.1(f) above that name the Seller as debtor and show no other Adverse Claims on any of the Purchased Loans or Related Security.

- (i) Such other approvals, opinions or documents as the Purchaser may reasonably request.

3.2 Conditions Precedent to All Purchases

Each purchase by the Purchaser under this Agreement of Loans (including the initial purchase) shall be subject to the further conditions precedent that, as the case may be, the following shall have occurred or that the Purchaser shall have received on or before the date of such purchase the following, each in form and substance (including the date thereof) satisfactory to it, acting reasonably:

- (a) A completed Purchase Notice in accordance with Section 2.2(a) of this Agreement.
- (b) On the applicable Purchase Date, the following statements shall be true (and acceptance of the Aggregate Purchase Price payable by the Purchaser to the Seller on the date of such purchase shall be deemed a representation and warranty by the Seller that such statements are then true):
 - (i) the representations and warranties contained in Sections 4.1 and 4.2 are true and correct on and as of the date of such purchase as though made on and as of such date; and
 - (ii) no event has occurred and is continuing, or would result from such purchase, that constitutes a Servicer Event of Default or that would constitute a Servicer Event of Default but for the requirement that notice be given or time elapse or both.
- (c) An executed Seller Assignment in respect of the Purchased Portfolio Assets to be sold to the Purchaser on the applicable Purchase Date, together with executed separate powers of attorney substantially in the form contemplated by Section 7.5.
- (d) Such other approvals, opinions or documents as the Purchaser may reasonably request.
- (e) If the sale of New Loans on the relevant Purchase Date includes the sale of New Loan Types to the Purchaser, Rating Agency Confirmation has been obtained that such New Loan Types may be sold to the Purchaser.
- (f) Any New Loans and their Related Security sold by a New Seller to the Guarantor comply with the Eligibility Criteria set out herein.
- (g) Each New Seller accedes to the Dealership Agreement(s) and enters into such other documents as may be required by the Bond Trustee and/or the Purchaser (acting reasonably) to give effect to the addition of a New Seller to the transactions contemplated under the Programme.
- (h) If it has not already done so, the relevant New Seller accedes to the terms of this Agreement (with such subsequent amendments as may be agreed by the parties thereto) so that it has in relation to those New Loans and their Related Security

to be sold to the Purchaser substantially the same rights and obligations as the Original Seller had in relation to those Loans and their Related Security previously sold into the Covered Bond Portfolio hereunder and procures that on the relevant Purchase Date its legal advisers shall provide the Purchaser and the Bond Trustee with legal opinions opining on, amongst other things, the accession of the relevant New Seller to this Agreement in such form as may be reasonably required by the Bond Trustee.

- (i) If it has not already done so, the relevant New Seller accedes to the terms of the Guarantor Agreement as a limited partner (with such subsequent amendments as may be agreed between the parties thereto) so that the relevant New Seller has in relation to those New Loans and their Related Security to be sold to the Purchaser, substantially the same rights and obligations as the Original Seller had in relation to those Loans and their Related Security previously sold into the Covered Bond Portfolio thereunder.
- (j) If the relevant New Seller has not already done so, (i) that New Seller accedes to the terms of the Servicing Agreement (with such subsequent amendments as may be agreed by the parties thereto); or (ii) the New Seller enters into a servicing agreement with the Purchaser and the Bond Trustee which sets out the servicing obligations of the New Seller in relation to the New Loans and their Related Security and which is on terms substantially similar to the terms set out in the Servicing Agreement or otherwise subject to Rating Agency Confirmation (in the event the New Loans and their Related Security are not purchased on a fully serviced basis, the servicing agreement shall set out fees payable to the Servicer or the New Seller acting as servicer of such New Loans and their Related Security which may be determined on the date of the accession of the New Seller to the Programme).
- (k) If it has not already done so, the relevant New Seller accedes to the terms of the Trust Deed and the Security Agreement in such form as may be required by the Purchaser and the Bond Trustee (each acting reasonably) (with such subsequent amendments as may be agreed between the parties thereto respectively) and enters into such other documents in such form as may be required by the Bond Trustee and the Purchaser (each acting reasonably) to give effect to the addition of the relevant New Seller to the transactions contemplated by the Programme.
- (l) The Bond Trustee is satisfied that the accession of the relevant New Seller to the Programme would not be materially prejudicial to the Covered Bondholders and Rating Agency Confirmation has been obtained.
- (m) The Bond Trustee is satisfied that the accession of any New Seller to the Programme would be without prejudice to the Asset Coverage Test.
- (n) On the relevant Purchase Date, if the Seller is a New Seller, the relevant New Seller shall deliver to the Bond Trustee or its representative the following documents:
 - (i) A certificate of confirmation with respect to the Seller issued by the Office of the Superintendent of Financial Institutions.

- (ii) Certified copies of all documents evidencing necessary corporate approvals.
- (iii) A certificate of the Secretary or an Assistant Secretary of the Seller certifying the names and true signatures of the officers of the Seller authorized to sign this Agreement and the other Purchase Documents to which it is a party. Until the Purchaser receives a subsequent incumbency certificate from the Seller, the Purchaser shall be entitled to rely on the last such certificates delivered to it by the Seller.
- (iv) A favourable opinion of legal counsel for the Seller, in form satisfactory to the Purchaser, acting reasonably.
- (v) Acknowledgements or duplicate registration copies of proper assignments, Financing Statements and other similar documents or instruments, with registration particulars stamped thereon, naming the Seller as seller or assignor and the Purchaser as purchaser or assignee, and duly filed on or before the date of such purchase under the PPSA in Ontario in order to perfect the interests of the Purchaser in the applicable Loans contemplated by this Agreement.
- (vi) Executed copies of all financing statements, financing change statements, discharges and releases, if any, necessary to discharge or release all security interests and other rights or interests of any Person in the Purchased Assets previously granted by the Seller, together with copies of the relevant financing change statements or other discharge statements or releases with the registration particulars stamped thereon or other assurance satisfactory to the Purchaser.
- (vii) Completed PPSA search results, dated within five Toronto Business Days of the date of the initial Purchase Date, listing the financing statements referred to in Section 3.1(f) above and all other effective financing statements filed in the jurisdictions referred to in Section 3.1(f) above that name the Seller as debtor and show no other Adverse Claims on any of the Purchased Loans.
- (viii) Such other approvals, opinions or documents as the Purchaser may reasonably request.
- (o) To the extent not previously delivered, acknowledgments or duplicate registration copies of proper assignments, Financing Statements and other similar documents or instruments, with registration particulars stamped thereon, naming the Seller as seller or assignor and the Purchaser as purchaser or assignee, and duly filed under the PPSA in Ontario on or before the date of such purchase and in Québec within seven Toronto Business Days following such purchase in order to perfect the interests of the Purchaser in the applicable Loans contemplated by this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Seller Representations and Warranties

The Seller represents and warrants to the Purchaser as follows as of the date hereof and as of each Purchase Date that:

- (a) The Seller is a Schedule I Bank existing under the laws of Canada and duly qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to qualify would not constitute a Material Adverse Event.
- (b) The Seller is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).
- (c) The execution, delivery and performance by the Seller of the Purchase Documents to which it is a party (i) are within the Seller's corporate powers, (ii) have been duly authorized by all necessary corporate action, and (iii) do not contravene or result in a default under or conflict with (1) the charter or by-laws of the Seller, (2) any law, rule or regulation applicable to the Seller, or (3) any order, writ, judgment, award, injunction, decree or contractual obligation binding on or affecting the Seller or its property.
- (d) No authorization, approval, licenses, consent or other action by, and no notice to or filing with, any Governmental Authority or other Person is required for the due execution, delivery and performance by the Seller of each Purchase Document to which it is a party or to make such Purchase Document legal, valid, binding and admissible into evidence in a court of competent jurisdiction, other than authorizations, approvals, licenses, consents, actions, notices, filings or polling that have been obtained, made or taken.
- (e) Each of the Purchase Documents to which the Seller is a party has been duly executed and delivered and constitutes the legal, valid and binding obligation of, and is enforceable in accordance with its terms against, the Seller, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (f) There are no actions, suits or proceedings pending or, to the knowledge of the Seller, threatened, against or affecting the Seller at law, in equity or before any arbitrator or Governmental Authority having jurisdiction which, if adversely determined, would result in a Material Adverse Event.
- (g) The Seller is the legal and beneficial owner of the Loans (and has been since the origination of such Loans) to be sold to the Purchaser on each Purchase Date, excluding registered or recorded title to the Loan which may continue to be held by an applicable Originator, if any, free and clear of any Adverse Claim other than Permitted Security Interests; upon each purchase, the Purchaser shall acquire a valid and enforceable first priority perfected beneficial ownership interest in the applicable Loans (which, for greater certainty, shall be Purchased

Loans) and Collections and other proceeds with respect thereto, free and clear of any Adverse Claim other than Permitted Security Interests.

- (h) Other than (i) registrations in the appropriate land titles office, land registry office or similar office of public registration in respect of the sale, transfer and assignment of the relevant Purchased Loans from the Seller to the Purchaser effected by this Agreement and the Seller Assignments (and any applicable registration in respect of registered title to the relevant Loans), and (ii) the provision to Borrowers under the related Purchased Loans or the obligors under the Related Security of actual notice of the sale, transfer and assignment thereof to the Purchaser, all material filings, recordings, notifications, registrations or other actions under all applicable laws have been made or taken (other than certain registrations in the Province of Quebec which will be made when permitted by applicable law) in each jurisdiction where necessary or appropriate to give legal effect to the transactions contemplated hereby and by the other Purchase Documents, and to validate, preserve, perfect and protect the Purchaser's ownership interest in and rights to collect any and all of the related Purchased Loans being purchased on the relevant Purchase Date, including the right to service and enforce such Purchased Loans and the Related Security related thereto.
- (i) Each Purchase Notice, information, exhibit, financial statement, document, book, record or report furnished or to be furnished at any time by or on behalf of the Seller, as Seller or otherwise, to the Purchaser in connection with this Agreement is or will be complete and accurate as of the date so furnished.
- (j) Each Portfolio Asset subject to the Purchase Notice will meet the Eligibility Criteria as of the Transfer Date.
- (k) The Seller's complete name is set forth in the preamble to this Agreement.
- (l) The chief or principal place of business and chief executive office (as such terms are used in the PPSA) of the Seller are located at the address referred to in Schedule 4.1(1).
- (m) Each Loan File is complete in all material respects and reflects all material transactions between the Seller and the Borrower under the related Purchased Loans and any other Person in respect thereof.
- (n) No selection procedures have been used in identifying the Portfolio Assets for sale to the Purchaser which are adverse to the interests of the Purchaser.
- (o) The particulars of the Portfolio Assets set out in the relevant Purchase Notice in respect of any relevant Cut-Off Date are true, complete and accurate in all material respects.
- (p) Each of the Loans was originated by the Seller or the applicable Originator, in compliance with all material laws applicable thereto, in the ordinary course of business and kept on its books for a minimum of one month prior to the Cut-Off Date.

- (q) Each Loan (other than Loans that are home equity lines of credit) has a remaining amortization period of less than 50 years as at the relevant Cut-Off Date.
- (r) All of the Borrowers are individuals or have guarantees from individuals for the Loans (which guarantees and any security related to such guarantees are assignable and will be sold, transferred and assigned to the Purchaser as Related Security).
- (s) Prior to the making of each advance under each of the relevant Loans, the Lending Criteria and all preconditions to the making of any Loan were satisfied in all material respects subject only to such exceptions as made on a case by case basis as would be acceptable to a Reasonable and Prudent Mortgage Lender.
- (t) Each Loan was made and its Related Security taken or received substantially on the terms of the Standard Documentation, and is subject to renewal in accordance therewith using Standard Documentation therefor, without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respect.
- (u) No Loan is guaranteed by a third party save where the guarantee and any security related to such guarantee constitutes legal, valid and binding obligations of the guarantor enforceable in accordance with their terms and are assignable to the Purchaser and its assigns, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (v) The Current Balance on each Loan and its Related Security (excluding for greater certainty, any agreement to provide Further Advances pursuant to the Mortgage Terms in respect of any relevant Loan including, without limitation, Additional Loan Advances and Line of Credit Drawings, which have not yet been advanced and become debts due) constitute a legal, valid, binding and enforceable debt due to the relevant Seller from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower enforceable in accordance with their terms (other than any agreement for Line of Credit Drawings (if any) and any other Additional Loan Advances).
- (w) Interest on each Loan is charged in accordance with the Standard Documentation.
- (x) The whole of the Current Balance on each Loan is secured by a Mortgage over residential property in Canada consisting of not more than four units.
- (y) Each Mortgage constitutes a valid first mortgage lien over the related residential Property, or is insured as a first priority lien, in each case subject to Permitted Security Interests.

- (z) Each Mortgage has first priority, subject to Permitted Security Interests, for the whole of the Current Balance on the Loan and all future interest, fees, costs and expenses payable under or in respect of such Mortgage.
- (aa) The True Balance on each Loan (other than any agreement for Additional Loan Advances (if any) constitutes a legal, valid, binding and enforceable debt due to the Seller or the applicable Originator from the relevant Borrower and the terms of each Loan and its related Mortgage constitute valid and binding obligations of the Borrower enforceable in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (bb) There is no requirement in order for a sale, transfer and assignment of the Loans and their Related Security to be effective to obtain the consent of the Borrower to such sale, transfer or assignment and such sale, transfer and assignment shall not give rise to any claim by the Borrower against the Purchaser, the Bond Trustee or any of their successors in title or assigns.
- (cc) All of the Properties are in Canada.
- (dd) Not more than 12 months (or a longer period as may be acceptable to a Reasonable and Prudent Mortgage Lender) prior to the granting of each Loan, the Seller or the applicable Originator obtained information on the relevant Property from an independently maintained valuation model, acceptable to Reasonable and Prudent Mortgage Lenders, or received a valuation report on the relevant Property, which would be, and the contents or confirmation, as applicable, of which, were such as would be, acceptable to Reasonable and Prudent Mortgage Lenders or obtained such other form of valuation of the relevant Property which has received Rating Agency Confirmation.
- (ee) Prior to the taking of Related Security (other than a re-mortgage) in respect of each Loan, the Seller or the applicable Originator instructed lawyers or service providers to conduct a search of title to the relevant Property and to undertake such other searches, investigations, enquiries and actions on behalf of the Seller or the applicable Originator as would be acceptable to a Reasonable and Prudent Mortgage Lender or the Borrower was required to obtain either (i) a solicitor's or notary's opinion on title or (ii) Lender's title insurance in respect of the Loan from an insurer acceptable to Reasonable and Prudent Mortgage Lenders.
- (ff) Each Loan contains a requirement that the relevant Property forming part of the Related Security be covered by adequate building insurance maintained by the Borrower or in the case of a leasehold property under a policy arranged by a relevant landlord or property management company.
- (gg) The Seller or the applicable Originator has, since the making of each Loan, serviced the Loan in compliance with all material laws applicable thereto, kept or procured the keeping of full and proper accounts, books and records showing clearly all transactions, payments, receipts, proceedings and notices relating to such Loans and their Related Security.

- (hh) The Seller has put in place procedures so that the mortgage documentation relating to the Loans includes the consent of the Mortgagor to disclosure by the Seller of information relating to the Mortgagor and the related Loans to other Persons, which would include the Purchaser.

If New Loan Types are to be sold to the Purchaser, then the Representations and Warranties will be modified as required to accommodate these New Loan Types.

The representations and warranties of the Seller shall survive the Purchase Date on which such representations and warranties are given or deemed to be given pursuant to this Agreement.

4.2 Purchaser Representations and Warranties

Purchaser represents and warrants to the Seller as of the date hereof and as of each Purchase Date that:

- (a) The Purchaser is a limited partnership formed under the laws of the Province of Ontario, and is duly qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to so qualify would not have a material adverse effect on its business, condition or operations.
- (b) The execution, delivery and performance by the Purchaser of the Purchase Documents to which it is a party (i) are within the Purchaser's corporate or other powers, (ii) have been duly authorized by all necessary corporate or other action, and (iii) do not contravene or result in a default under or conflict with (1) the charter or by-laws or other constating document of the Purchaser, (2) any law, rule or regulation applicable to the Purchaser, or (3) any order, writ, judgment award, injunction, decree or contractual obligation binding on or affecting the Purchaser or its property.
- (c) There are no actions, suits or proceedings pending or, to the knowledge of the Purchaser, threatened, against or affecting the Purchaser or any of its undertakings and assets, at law, in equity or before any arbitrator or Governmental Authority having jurisdiction which, if adversely determined, would reasonably be expected to materially adversely affect the financial condition or operations of the Purchaser or its property or the ability of the Purchaser to perform its obligations under this Agreement, or which purports to affect the legality, validity or enforceability of this Agreement.
- (d) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person is required for the due execution, delivery and performance by the Purchaser of the Purchase Documents to which it is a party, other than those that have been obtained, made or taken.
- (e) Each of the Purchase Documents to which the Purchaser is a party has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of, and is enforceable in accordance with its terms against, the Purchaser except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

The representations and warranties of the Purchaser shall survive the Purchase Date on which such representations and warranties are given or deemed to be given pursuant to this Agreement for a period of three years following such Purchase Date. Payment of damages in respect of any claim by the Seller in connection with a breach of the representations and warranties of the Purchaser shall be subordinated to payments of principal and interest to Covered Bondholders.

ARTICLE 5 COVENANTS

5.1 Seller Covenants

The Seller covenants and agrees with the Purchaser that, until the date on which the Outstanding Principal Balance of each Purchased Loan is reduced to zero (or is determined to be uncollectible by the Servicer in accordance with the standards of a Reasonable and Prudent Mortgage Lender):

- (a) Compliance with Laws, Etc. The Seller shall comply in all respects with all applicable laws, rules, regulations and orders, and preserve and maintain its corporate existence, rights, franchises, qualifications, and privileges, except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and, maintain such existence, rights, franchises, qualifications, and privileges would not result in a Material Adverse Event.
- (b) Ownership Interest, Etc. The Seller shall take all action necessary or desirable to establish and maintain a valid and enforceable first priority perfected ownership interest in the Purchased Loans and Related Security free and clear of any Adverse Claim, except for Permitted Security Interests and the security interests created by the Purchaser, in favour of the Purchaser, including, without limitation, executing, delivering and registering all Financing Statements and taking such other action to perfect, protect or more fully evidence the interest of the Purchaser under this Agreement as the Purchaser may request; provided, however, that the Seller shall not be required to register any transfers or assignments of the Purchased Loans on the title to the related Mortgaged Properties until the time or times otherwise specified therefor by the Purchaser pursuant to and in accordance with this Agreement.
- (c) Sales, Liens, Etc. The Seller shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim, other than Adverse Claims in favour of the Purchaser or which are Permitted Security Interests, upon or with respect to, any or all of the Purchased Assets (including without limitation upon or with respect to any account to which any Collections are deposited) except as herein provided.
- (d) Marking of Records. At its expense, the Seller shall mark its records relating to the Purchased Assets to clearly evidence that the Purchased Assets have been sold in accordance with this Agreement and the other Purchase Documents and showing the Purchaser as beneficial owner of the Purchased Assets.
- (e) Ineligible Assets. The Seller shall promptly, and in any event not later than the next Guarantor Payment Date, notify the Purchaser, the Servicer and Cash

Manager (in each case if other than the Seller) and the Bond Trustee after determining that any Purchased Asset did not meet the Eligibility Criteria on the applicable Purchase Date for such Purchased Asset.

- (f) Loan and Related Security Files. Except where lodged with the relevant registry in relation to any registration or recording which may be pending, the Loans, the Related Security and the Loan Files relating to the Loans in the Covered Bond Portfolio will be held by, or to the order of, the Seller or the Servicer, as the case may be, or by solicitors, service providers or licensed conveyancers acting for the Seller and/or the Originators, in connection with the Loans and their Related Security. The Seller or the Servicer, as the case may be, undertakes that from the relevant Purchase Date until the perfection of the sale in accordance with the terms hereof, such Seller (or Servicer, as the case may be) shall hold the Loan Files relating to each New Loan and its Related Security sold by it on the relevant Purchase Date that are in its possession or under its control or held to its order to the order of the Bond Trustee or as the Bond Trustee shall direct and the right, interest and title of the Purchaser to the Loans and their Related Security will be secured by irrevocable powers of attorney granted by the Seller and the relevant Originator, as of the Transfer Date such Loans are transferred, in favour of the Purchaser and the Bond Trustee in respect of registered title to the Loans and their Related Security.
- (g) Further Assurances. The Seller undertakes to the Purchaser and the Bond Trustee that, pending Perfection under Article 7, the Seller:
- (i) shall not do or omit to do any act or thing which might, in the reasonable opinion of the Bond Trustee, prejudice the interests of the Purchaser and/or the Bond Trustee in the Covered Bond Portfolio;
 - (ii) shall promptly notify the Purchaser and the Bond Trustee in writing if it receives written notice of any litigation or claim calling into question in any material way the Seller's or the Purchaser's title to any Loan comprised in the Covered Bond Portfolio or a Loan's Related Security or if it becomes aware of any material breach of any of the Representations and Warranties or other obligations under this Agreement;
 - (iii) shall, if reasonably required so to do by the Purchaser or the Bond Trustee, participate or join in any legal proceedings to the extent necessary to protect, preserve and enforce the Seller's or the Purchaser's or the Bond Trustee's title to or interest in any Loan or its Related Security; and
 - (iv) shall make and enforce claims under any applicable insurance policies relating to the Loans and their Related Security to which the Seller is entitled to any benefit and hold the proceeds of such claims on trust for the Purchaser or as the Purchaser may direct.
- (h) Custodial Agreement and CMHC Guide. The Seller undertakes to the Purchaser and the Bond Trustee to comply in all material respects with its obligations under (i) the Custodial Agreement, (ii) the other Transaction Documents to which it is a party and (iii) the CMHC Guide, in each case in any capacity.

5.2 Purchaser Covenant

The Purchaser covenants and agrees with the Seller and the Bond Trustee that it will comply with its obligations under (a) each of the Transaction Documents to which it is a party, in all material respects, and (b) the CMHC Guide.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnities by the Seller

Without limiting any other rights that the Purchaser or any of its Affiliates, employees, agents, successors, transferees or assigns (each, an “**Indemnified Party**”) may have hereunder or under applicable law, the Seller hereby agrees, subject to the exclusions set forth below, to indemnify each Indemnified Party from and against any and all claims, damages, expenses, losses and liabilities (including legal costs) arising out of, relating to or resulting from any of the following (all of the foregoing being collectively referred to as “**Indemnified Amounts**”):

- (a) subject to Section 2.3 hereof, the failure of any Purchased Portfolio Asset to meet the Eligibility Criteria as of its Purchase Date;
- (b) subject to Section 2.3 hereof, the failure of any representation or warranty or statement made or deemed made by the Seller (or any of its officers), under or in connection with this Agreement or any other Purchase Document to have been true and correct when made;
- (c) the failure by the Seller to comply with any applicable law, rule or regulation with respect to the servicing, administration, enforcement or other dealing with any Purchased Loans; or the failure of any Purchased Loans to conform to any such applicable law, rule or regulation;
- (d) the failure to sell, assign, transfer and convey to the Purchaser beneficial ownership in the Purchased Assets, and to vest in and maintain vested in, the Purchaser a valid and enforceable first priority perfected ownership interest in the Purchased Loans and Related Security (including upon registration by the Purchaser of any Registrable Transfers) free and clear of any Adverse Claim (other than a Permitted Security Interest or Adverse Claim in favour of the Purchaser) including, without limitation, any claim by any Governmental Authority that any part of the Purchased Assets consisting of amounts payable by the related Borrowers constitute the property of or are otherwise subject to the ownership, control or an Adverse Claim of or in favour of such Governmental Authority other than a Permitted Security Interest;
- (e) the failure to have filed, or any delay in filing, Financing Statements, Registrable Transfers or other similar instruments or documents under any applicable laws of any applicable jurisdiction with respect to the Purchased Assets or any part thereof, whether at the time of any purchase or at any subsequent time;
- (f) any failure of the Seller to perform its covenants, duties or obligations in accordance with the provisions of this Agreement or any other Purchase

Document or to perform its covenants, duties or obligations under the Purchased Portfolio Assets;

- (g) any failure by the Seller or its assignee to repurchase any Purchased Portfolio Assets pursuant to Section 2.3,

and the Seller shall pay on demand (without duplication) to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts arising out of, relating to or resulting from, any of the foregoing provided, however, that the foregoing obligation of indemnification shall not include Indemnified Amounts to the extent resulting from gross negligence or wilful misconduct on the part of such Indemnified Party.

ARTICLE 7 PERFECTION OF THE SALE OF LOANS

7.1 Perfection of Loan Sales

- (a) Subject to Section 7.1(b), the Guarantor (or the Bond Trustee) will cause or, pursuant to this Article 7, will require the Seller to cause, the sales, transfers and assignments contemplated by this Agreement to be Perfected as soon as practicable and in any event on or before the 60th day after the earliest to occur of:
 - (i) a Servicer Event of Default that has not been remedied within 30 days or such shorter period permitted by the Servicing Agreement;
 - (ii) an Issuer Event of Default (other than an Insolvency Event with respect to the Issuer) that has not been remedied within 30 days or such shorter period permitted by Condition 7.01;
 - (iii) an Insolvency Event (without regard to the parenthetical language in clause (a) of such definition) with respect to the Seller;
 - (iv) the acceptance by an applicable purchaser of any offer by the Purchaser to sell Loans and their Related Security (only in respect of the Loans being sold and their Related Security) to any such purchaser other than the Seller or the relevant Originator, unless otherwise agreed by such purchaser and the Purchaser, with the consent of the Bond Trustee, which consent will not be unreasonably withheld;
 - (v) a Seller, the Originators and/or the Purchaser being required to Perfect legal title to the Mortgages by:
 - (A) law;
 - (B) by an order of a court of competent jurisdiction; or
 - (C) by any regulatory authority which has jurisdiction over the Seller, the Originator or the Purchaser to effect such perfection; and

- (vi) the date on which the Seller ceases to be assigned a long-term, unsecured, unsubordinated unguaranteed debt obligation rating by Moody's of at least Baa1 or by DBRS of at least BBB (high) or a long-term issuer default rating of at least BBB+ by Fitch.
- (b) Notwithstanding the occurrence of any event or circumstance described in Section 7.1(a)(i) through (vi), none of the sales, transfers and assignments contemplated by this Agreement are required to be Perfected if (x) satisfactory assurances are provided by OSFI or such other supervisory authority having jurisdiction over the Seller permitting registered title to the Mortgages and any Related Security for the Purchased Loans to remain with the Seller (or the applicable Originator) and (y) Rating Agency Confirmation has been obtained, until such time as:
 - (i) the Loans and their Related Security are to be sold or otherwise disposed of by the Purchaser or the Bond Trustee in the performance of their respective obligations under the Transaction Documents; or
 - (ii) the Purchaser or the Bond Trustee is required to take actions to enforce or otherwise deal with the Loans and their Related Security.

7.2 Registration

Subject to the terms of this Article 7, Perfection of the transfer of the Purchased Loans and their Related Security in the Covered Bond Portfolio over Properties shall be effected by means of a transfer in the form requested by the relevant land titles office, land registry office or similar office of public registration for the location where the real property subject thereto is situate and Perfection of the transfer of other Related Security comprised in the Covered Bond Portfolio, shall be in such form as the Purchaser and the Bond Trustee (each acting reasonably) may require.

7.3 Acts Prior to Perfection

Until the happening of an event described in Section 7.1(a) of this Agreement, (a) the Seller shall, directly or through the applicable Originator (i) hold the registered title to the Mortgages and any Related Security for the Purchased Loans as agent, bare nominee and bailee for and on behalf of the Purchaser (or its Managing GP), and (ii) deliver such agreements, and take all actions with respect to the Loans and Related Security as the Purchaser (or its Managing GP) may direct and the Seller shall comply with the foregoing, and (b) neither the Purchaser nor the Bond Trustee will consent or instruct any person to register or deposit or cause to be registered or deposited in any land registry or land titles office or similar place of public record this Agreement or any document giving any indication of the interest of the Purchaser in any of the Purchased Loans or their Related Security nor, will the Purchaser communicate in any way or manner whatsoever to the Borrower or any relevant guarantor of any Borrower under any of the Purchased Loans or their Related Security or to any Person having any interest in the property mortgaged by any of the Mortgages or in the equity of redemption in any such property based on the fact that the Purchaser owns the Purchased Loans and their Related Security.

7.4 Further Assurances

Within twenty-five Toronto Business Days following the time at which Perfection of the sale, transfer and assignments contemplated by this Agreement pursuant to this Article 7 has occurred or is required to occur each Seller will do all of the acts, matters or things (including, for the avoidance of doubt, those acts, matters and things referred to in this Article 7), as the Bond Trustee or the Purchaser requires each Seller to do.

7.5 Powers of Attorney

The Seller hereby grants to the Purchaser and the Bond Trustee an irrevocable power of attorney and hereby irrevocably constitutes and appoints it as its attorney-in-fact, with full power of substitution in favour of the Purchaser, to take in the place and stead of and in the name of it or in the Purchaser's own name from time to time at the Purchaser's discretion, the following:

- (a) to make all amendments, deletions, substitutions or additions to any assignment or transfer of any Purchased Loan or its Related Security sold by it to the Purchaser in the Covered Bond Portfolio executed by it in favour of the Purchaser (or as it may direct) which are necessary or desirable to register such assignment or transfer in the appropriate land registry or land titles office or other office of public record;
- (b) to prepare, execute, deliver and/or register such further assignments or transfers of any Purchased Loan or its Related Security sold by it to the Purchaser in the Covered Bond Portfolio, whether in substitution for or replacement of any existing assignment or transfer of any Purchased Loan or its Related Security sold by it to the Purchaser in the Covered Bond Portfolio, or otherwise, which may be necessary or desirable to register legal title to such Loan or its Related Security in the name of the Purchaser (or as it may direct) in the appropriate land registry or land titles office or other office of public record;
- (c) to prepare, execute, deliver and/or register such further documents or instruments which may be necessary or desirable to register legal title to any Loan or its Related Security sold by it to the Purchaser in the Covered Bond Portfolio in the name of the Purchaser (or as it may direct) or to register any other document or instrument giving rise to or evidencing the interest of the Purchaser in any such Loan or its Related Security, in the appropriate land registry or land titles office or other office of public record;
- (d) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due in connection with the Purchased Assets or otherwise owed to the Purchaser;
- (e) to receive, endorse and collect any cheques, drafts or other instruments in connection with the Purchased Assets or otherwise owed to the Purchaser;
- (f) to file any claims or take any action or institute any proceedings that the Purchaser may deem to be necessary or desirable for the collection of any of the Purchased Assets; and

- (g) to execute and deliver such instruments and documents (including assignments) necessary or desirable in furtherance of the foregoing.

The power of attorney granted hereby shall be coupled with an interest. The power of attorney and other rights and privileges granted hereby shall survive any amalgamation, reorganization, dissolution, liquidation or winding-up of the Seller.

7.6 Limitation on Power of Attorney

The Purchaser may exercise its rights under the power of attorney provided in Section 7.5 only with respect to the Purchased Assets assigned and sold to the Purchaser pursuant to this Agreement and after the occurrence of an event described in Section 7.1(a) of this Agreement.

7.7 Registrable Powers of Attorney

On or prior to the first Transfer Date, the Seller shall provide to the Managing GP and the Liquidation GP, each in their capacities as general partners of the Purchaser, and the Bond Trustee registrable powers of attorney of the Seller and the Originators as required by and in accordance with the CMHC Guide. Such grantees of the registrable powers of attorney may exercise their rights under the registrable powers of attorney only with respect to the Purchased Assets assigned and sold to the Purchaser pursuant to this Agreement and after the occurrence of an event described in Section 7.1(a) of this Agreement; provided that (i) the Managing GP shall not exercise such power if a Managing GP Default Event has occurred and is continuing, unless at such time the Managing GP is not an Affiliate of the Seller; and (ii) the Liquidation GP shall not exercise such power unless at such time a Managing GP Default Event has occurred and is continuing.

7.8 Costs

Each Seller shall indemnify each of the Purchaser and the Bond Trustee from and against any and all costs, fees and expenses (including, without limitation, legal fees and expenses and any applicable GST thereon) which may be properly incurred by the Purchaser and/or the Bond Trustee by reason of the doing of any act, matter or thing referred to in this Article 7.

ARTICLE 8 PRE-EMPTIVE RIGHT

8.1 Pre-Emptive Right

Prior to the Purchaser making any offer to sell Selected Portfolio Assets to any person other than to the Seller, the Purchaser shall first offer to sell such Selected Portfolio Assets to the Seller by serving on the Seller a notice in writing in the form set out in Schedule 8.1 (the "**Portfolio Asset Offer Notice**"), subject to and in accordance with the terms of Article 7 of the Guarantor Agreement.

8.2 Acceptance

- (a) Subject to Section 8.2(b), if the Seller accepts the Purchaser's offer to sell the relevant Selected Portfolio Assets by signing the Portfolio Asset Offer Notice in a manner indicating acceptance and delivering it to the Purchaser with a copy to the Bond Trustee within ten Toronto Business Days from and including the date of the Portfolio Asset Offer Notice, the Purchaser shall within three Toronto Business Days of receipt of such acceptance serve a notice in writing (the "**Portfolio Asset Offer Repurchase Notice**") substantially in the form set out in Schedule 8.2 on the Seller.
- (b) If an Issuer Event of Default has occurred prior to receipt by the Seller of a Portfolio Asset Offer Notice, but no liquidator or administrator has been appointed to the Seller, in addition to the conditions set out in Section 8.2(a), the Seller's acceptance shall be conditional upon the Seller delivering with its Portfolio Asset Offer Repurchase Notice, a certificate of an officer of the Seller in form acceptable to the Purchaser and the Bond Trustee, acting reasonably, certifying that, as of the date of the Portfolio Asset Offer Repurchase Notice, the Seller is and, after giving effect to such purchase of the Loans, the Seller will be able to pay its debts as they fall due.

8.3 Offers to Others

Those Selected Portfolio Assets in respect of which the Seller rejects or fails within the requisite time limit to accept and pay for the Purchaser's offer to sell shall be offered for sale by the Purchaser to third party purchasers and the Seller in the manner and on the terms set out in Section 7.1, Section 7.2 or Section 7.3 of the Guarantor Agreement, as applicable.

8.4 Repurchase

- (a) Upon receipt of the Portfolio Asset Offer Repurchase Notice duly signed on behalf of the Purchaser, the Seller shall promptly sign and return a duplicate copy of the Portfolio Asset Offer Repurchase Notice and shall repurchase from the Purchaser, and the Purchaser shall subject to Section 7.1 of the Guarantor Agreement re-assign or re-transfer to the Seller free from the Security created by the Security Agreement, those Portfolio Assets and any other Loan secured or intended to be secured by the Related Security referred to in the relevant Portfolio Asset Offer Repurchase Notice.
- (b) Completion of the purchase and sale contemplated in this Section 8.4 will take place, upon satisfaction of any applicable conditions to the purchase and sale, on such date as the Purchaser may direct in the Portfolio Asset Repurchase Notice, provided such date is not later than the earlier to occur of the date which is (i) ten Toronto Business Days following receipt by the Purchaser of such Portfolio Asset Offer Repurchase Notice, and (ii) the Final Maturity Date of the Earliest Maturing Covered Bonds.
- (c) The Seller shall pay the offer price specified in the relevant Portfolio Asset Offer Repurchase Notice to the Purchaser prior to a downgrade of the ratings of the Cash Manager below the Cash Management Deposit Ratings by payment in cash to the Cash Manager and following a downgrade of the ratings of the Cash

Manager below the Cash Management Deposit Ratings by deposit of the cash amount in the GDA Account.

8.5 Loans and Related Security Files

Upon such completion of the repurchase of such Selected Portfolio Assets in accordance with Section 8.4 above or the sale of Selected Portfolio Assets to a purchaser or purchasers or if there is a breach of the Pre-Maturity Test under the Guarantor Agreement, the Seller shall cease to be under any further obligation to hold the relevant Loan Files, where applicable, or other documents relating to such Selected Portfolio Assets to the order of the Purchaser and if the Purchaser holds such documents it will send them to the Seller. Any repurchase by the Seller of or in respect of such Selected Portfolio Assets or any sale of Selected Portfolio Assets by the Purchaser to a purchaser or purchasers pursuant to Article 7 of the Guarantor Agreement shall constitute a discharge and release of the Seller from any claims which the Purchaser or the Bond Trustee may have against the Seller arising from the relevant Representations or Warranties in relation to such Selected Portfolio Assets previously sold by that Seller to the Purchaser only but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Representation or Warranty in relation to any other Portfolio Assets.

ARTICLE 9 MISCELLANEOUS

9.1 The Bond Trustee

If there is any change in the identity of the Bond Trustee, the parties to this Agreement shall execute such documents and take such action as the successor Bond Trustee and the outgoing Bond Trustee may reasonably require for the purpose of vesting in the successor Bond Trustee the rights and obligations of the outgoing Bond Trustee under this Agreement. The Purchaser shall indemnify the Seller for all reasonable costs incurred by the Seller in relation to such change. Any payment by the Purchaser to the Seller in connection with this indemnity shall be subordinated to payments of principal and interest to Covered Bondholders.

It is hereby acknowledged and agreed that by its execution of this Agreement the Bond Trustee shall not assume or have any of the obligations or liabilities of the Seller or the Purchaser under this Agreement and that the Bond Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Section 9.2. For the avoidance of doubt, the parties to this Agreement acknowledge that the right and obligations of the Bond Trustee are governed by the Trust Deed and the Security Agreement. Any liberty or right may be exercised or made in the Bond Trustee's absolute discretion without any obligation to give reasons therefor and the Bond Trustee shall not be responsible for any liability occasioned by so acting in accordance with the terms of the Trust Deed and the Security Agreement, but without prejudice to the obligations of the Bond Trustee to act reasonably.

9.2 Amendments, Etc.

No amendment or waiver of any provision of this Agreement shall be effective unless in writing, signed by the Purchaser, the Seller and, with respect to material amendments or waivers, consented to by the Bond Trustee; provided that each proposed amendment or waiver of this Agreement that is considered by the Purchaser to be a material amendment or waiver

shall be subject to Rating Agency Confirmation and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Purchaser to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The Purchaser (or the Cash Manager on its behalf) shall deliver notice to the Rating Agencies of any amendment or waiver which does not require Rating Agency Confirmation provided that failure to deliver such notice shall not constitute a breach of the obligations of the Purchaser under this Agreement.

9.3 Non-Petition

The Seller agrees that it shall not institute or join any other Person or entity in instituting against, or with respect to, the Purchaser, or any of the general partners of the Purchaser, any bankruptcy or insolvency proceeding or event so long as any Covered Bonds issued by the Issuer under the Programme shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such Covered Bonds shall have been outstanding. The foregoing provision shall survive the termination of this Agreement by any of the parties hereto.

9.4 Notices, Etc.

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by prepaid first class mail to the registered office of such person set forth above unless an alternative address is provided below, in which case delivery shall be to the address provided below, or by facsimile transmission to facsimile number set forth below, as applicable:

- (a) in the case of the Bank:

Canadian Imperial Bank of Commerce
Brookfield Place
11th Floor, 161 Bay Street
Toronto, Ontario
M5J 2S8

Attention: Wojtek Niebrzydowski,
Vice President, Treasury
Fax: 416 594-7192

- (b) in the case of the Purchaser to:

CIBC Covered Bond (Legislative) Guarantor Limited Partnership
Brookfield Place
11th Floor, 161 Bay Street
Toronto, Ontario
M5J 2S8

Attention: Wojtek Niebrzydowski,
Vice President, Treasury
Fax: 416 594-7192

- (c) in the case of the Bond Trustee to:

Computershare Trust Company of Canada
100 University Avenue
8th Floor, North Tower
Toronto, Ontario
Canada M5J 2Y1

Attention: Manager, Corporate Trust
Fax: 416 981-9777

Any such communication will be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Toronto Business Day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, (ii) in the case of first class post, when it would be received in the ordinary course of the post, or (ii) if transmitted by facsimile transmission on the Toronto Business Day following the date of transmission provided the transmitter receives a confirmation of successful transmission. Any party may change its address for notice, or facsimile contact information for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address, or facsimile contact information, as applicable.

9.5 Assignability

- (a) This Agreement and the Purchaser's rights and obligations herein shall not be assignable, in whole or in part, by the Purchaser and its successors and assigns without the Purchaser having obtained Rating Agency Confirmation therefor and the prior written consent of the Seller, which consent shall not be unreasonably withheld; provided, however, that at any time when Canadian Imperial Bank of Commerce is not the Seller, the consent of the Seller to any such assignment shall not be required.
- (b) Notwithstanding Section 9.5(a), the Purchaser may assign the Purchased Assets as security for any of its obligations to the Bond Trustee including, without limitation, its obligations under the Covered Bond Guarantee.
- (c) Without limiting Section 9.5(a), the Seller may not assign its rights hereunder or any interest herein without the prior written consent of the Purchaser and the Bond Trustee and Rating Agency Confirmation having been obtained by the Purchaser in respect thereof.

9.6 Costs and Expenses

Except as herein provided, each party shall pay its own costs and expenses in connection with the preparation, execution, delivery and administration of this Agreement and the other documents and agreements to be delivered hereunder.

9.7 Confidentiality

In all cases and without limiting the foregoing, each party to this Agreement shall comply at all times with Applicable Privacy Laws in the performance of its obligations under this Agreement. For greater certainty, each of the Purchaser and the Bond Trustee hereby agrees not to collect, use or disclose any Personal Information, or to cause the collection or use of any such information, of any Borrower provided by the Seller to the Purchaser or the Bond Trustee for any purpose whatsoever other than the purchase, sale or servicing (including collection and enforcement) of the related Purchased Loan in accordance with this Agreement, the CMHC Guide and the other Purchase Documents or any other purpose permitted hereunder or thereunder unless compelled by law and to maintain privacy policies and procedures consistent with the terms of this Agreement and compliant with all Applicable Privacy Laws. For greater certainty, Personal Information may be disclosed to permitted purchasers of Purchased Loans from the Purchaser.

9.8 Governing Law and Jurisdiction

- (a) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the conflict of laws principles thereof).
- (b) Any legal action or proceeding with respect to this agreement may be brought in the courts of the Province of Ontario and by execution and delivery of this Agreement, each of the Purchaser, the Seller and the Bond Trustee consents, to the non-exclusive jurisdiction of those courts. Each of the Purchaser, the Seller and the Bond Trustee irrevocably waives, to the maximum extent permitted by law, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. The Purchaser, the Seller and the Bond Trustee each waive personal service of any claim, notice of motion or application, summons, complaint or other process, which may be made by any other means permitted by Ontario law.

9.9 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

9.10 Entire Agreement

This Agreement and the other Purchase Documents constitute the entire agreement and understanding between the Purchaser, the Seller and the Bond Trustee with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

9.11 Headings

The captions and headings of this Agreement (including in any Schedule hereto) are for convenience of reference only and shall not affect the interpretation hereof or thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Seller

Per: _____
Name: _____
Title: Wojtek Niebrzydowski
Authorized Signatory

**CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**, acting by
its managing general partner **CIBC COVERED
BOND (LEGISLATIVE) GP INC.**, as Purchaser

Per: _____
Name: _____
Title: Wojtek Niebrzydowski
Authorized Signatory

**COMPUTERSHARE TRUST COMPANY OF
CANADA**, as Bond Trustee

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Seller

Per: _____
Name:
Title:

**CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**, acting by
its managing general partner **CIBC COVERED
BOND (LEGISLATIVE) GP INC.**, as Purchaser

Per: _____
Name:
Title:

**COMPUTERSHARE TRUST COMPANY OF
CANADA**, as Bond Trustee

Per: _____
Name: *Mircho Mirchev*
Title: *Mircho Mirchev
Corporate Trust Officer*

Per: _____
Name: *Sean Pigott*
Title: *Sean Pigott
Corporate Trust Officer*

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged), the **UNDERSIGNED** hereby acknowledge and agree to the limitations set out in Section 7.7 of this Agreement as of the date first above written.

8412413 CANADA INC.

Per: _____

Name:

Title:

Charles Eric Gauthier

Authorized Signatory

CIBC COVERED BOND (LEGISLATIVE) GP INC.

Per: _____

Name:

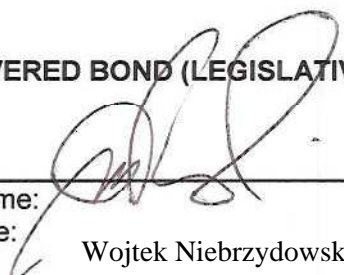
Title:

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged), the **UNDERSIGNED** hereby acknowledge and agree to the limitations set out in Section 7.7 of this Agreement as of the date first above written.

8412413 CANADA INC.

Per: _____
Name:
Title:

CIBC COVERED BOND (LEGISLATIVE) GP INC.

Per: _____
Name: 
Title: Wojtek Niebrzydowski
Authorized Signatory

SCHEDULE 1 ELIGIBILITY CRITERIA

The following are the eligibility criteria applicable to each Portfolio Asset on and as of the applicable Transfer Date for such Portfolio Asset:

- (a) no Issuer Event of Default or Guarantor Event of Default under the Transaction Documents shall have occurred which is continuing as at the relevant Purchase Date;
- (b) the Purchaser, on the advice of the Cash Manager, is not aware, and could not reasonably be expected to be aware, that the purchase of the relevant Portfolio Assets would adversely affect the then current ratings by the Rating Agencies of the Covered Bonds;
- (c) no Loan has the benefit of, or is secured by a Mortgage that also secures one or more other loans that has the benefit of, insurance from any Prohibited Insurer;
- (d) no Loan has a Current Balance of more than C\$3,000,000 on the Cut-Off Date;
- (e) no Loan relates to a Property which is not a residential Property;
- (f) no Loan being purchased constitutes a New Loan Type in respect of which Rating Agency Confirmation has not been received such that such Loan may be sold to the Purchaser in accordance with the terms hereof;
- (g) the Loan is payable in Canada only and is denominated in Canadian Dollars;
- (h) the Loan has been duly authorized, executed and delivered by the parties thereto, is in full force and effect, unamended, except for any amendments reflected in the relevant Loan File, and constitutes a legal, valid and binding obligation of the parties thereto enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law);
- (i) the Loan permits realization by the mortgagee or hypothecary creditor against the Related Security in accordance with its terms, subject to applicable law, including, without limitation, the notice requirements and other limitations contained in the Bankruptcy and Insolvency Act (Canada), statutory limitations on the rights of mortgagees or hypothecary creditors to exercise their remedies and certain qualifications as set out in this Agreement; the Loan constitutes the Borrower's obligation to pay to the mortgagee or hypothecary creditor, in accordance with the scheduled payments set forth therein, the amounts owing thereunder and permits full recourse against the Borrower;
- (j) no payment of principal or interest under any Loan is in arrears;
- (k) the first payment due pursuant to the relevant Mortgage Terms for each Loan has been paid;

- (l) the Loan was originated or otherwise complies with the Seller's Policy or the applicable Originator's Policy, as in effect or otherwise applicable at the time the Loan was originated;
- (m) the Loan and Related Security is capable of being registered or recorded and has been duly registered or recorded in the appropriate land titles office, land registry office or similar office of public registration in which the Property subject thereto is located reflecting the Seller as the sole mortgagee or hypothecary creditor thereunder;
- (n) the Related Security constitutes a valid and enforceable first charge or mortgage in favour of the mortgagee or hypothecary creditor against the related mortgaged property, subject only to Permitted Security Interests and/or Adverse Claims which, in the aggregate do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan;
- (o) on the Transfer Date, the Purchaser will acquire the Loan and Related Security from the Seller free and clear of any Security Interests, subject only to (i) Permitted Security Interests and/or Adverse Claims which, in the aggregate do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan, and (ii) Security Interests that are reflected in a security sharing arrangement and the subject of a release in favour of the Purchaser, in each case that complies with the CMHC Guide;
- (p) the Loan is accompanied by (i) an opinion on title of legal counsel qualified to practice law in the province or territory in which the property subject thereto is located to the effect that, at the time of origination of such Loan, the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge or mortgage against, such property, subject only to Adverse Claims which do not in the aggregate materially impair the use, value or marketability of the property or the value of the security constituted by the Mortgage; or (ii) a policy of title insurance to the same effect;
- (q) the Seller shall not have given any consents, approvals or waivers or have postponed any of its rights under or in respect of any such Loan except in the ordinary course of business and any such permitted extension, modification, consent, approval, waiver or postponement is reflected in the Loan and Related Security Files;
- (r) the Loan has not been satisfied or rescinded, nor has the Property been discharged, reconveyed or released from the charge created by the Mortgage in whole or in part;
- (s) as at the Transfer Date, the Loan is not subject to any dispute, set-off, counterclaim or defence;
- (t) neither the Mortgage Conditions for the Loan nor the provisions of any other documentation applicable to the Loan and enforceable by the Borrower expressly afford the Borrower a right of set-off;

- (u) to the extent the Loan is extended, advanced or renewed on or after July 1, 2014, the Mortgage Conditions for the Loan or the provisions of any other documentation applicable to the Loan and enforceable against the Borrower contain an express waiver of set-off rights on the part of the Borrower; and
- (v) the Loan satisfies the eligibility criteria as may be prescribed by the CMHC Guide from time to time.

SCHEDULE 2.2(b)
FORM OF PURCHASE NOTICE

To: CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP

This Purchase Notice is delivered to you pursuant to Section 2.2(b) of the mortgage sale agreement, made as of the 2nd day of July, 2013 (the “**Mortgage Sale Agreement**”) between Canadian Imperial Bank of Commerce, as seller (in such capacity, together with its successors and permitted assigns in such capacity, the “**Seller**”) and as servicer, and CIBC Covered Bond (Legislative) Guarantor Limited Partnership (the “**Purchaser**”), as purchaser and Computershare Trust Company of Canada, as Bond Trustee.

Capitalized terms not defined herein shall have those meanings ascribed to them in the Mortgage Sale Agreement.

The Seller hereby irrevocably offers to sell to the Purchaser on the date indicated below the Eligible Loans, particulars of which are indicated on the attached Schedule “A” (and the Related Security with respect to such Eligible Loans) attached hereto, in accordance with and subject to the terms and conditions of the Mortgage Sale Agreement:

Purchase Date:	[N.B. Insert Purchase Date]
Cut-Off Date:	[N.B. Insert first day of month prior to Purchase Date]
Eligible Loans:	See Schedule “A”
Aggregate Purchase Price:	\$•
Outstanding Balance of the Eligible Loans:	\$•

- balance left intentionally blank -

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

This Purchase Notice is accepted by the Purchaser this _____ day of _____, 20____.

**CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**, acting by
its managing general partner **CIBC COVERED
BOND (LEGISLATIVE) GP INC.**

Per: _____
Name:

SCHEDULE "A"

SCHEDULE OF LOANS

Name of Seller	Interest Rate of Mortgages Highest _____% Lowest _____% Weighted Average Amortization Period _____ Months	Index Rate or Prime Rate at Cut-Off Date _____% Weighted Average Interest Rate _____%	Total Number of Eligible Loans	Aggregate Current Balance as of Cut-Off Dates
----------------	---	---	-----------------------------------	---

Loan Identification Number	Name of Borrower(s)	Address of Mortgage Property	Aggregate amount advanced in respect of Loan	Interest Rate	Interest Adjustment Date	Date Last Payment Due	Current Balance of Loan as of Cut-Off Date (excluding Capitalized Interest & Capitalized Arrears)	Remaining Amortization Period (months)	Mortgage Lender on title (if other than the Seller)

**SCHEDULE 2.2(g)(1)
FORM OF SELLER ASSIGNMENT**

THIS ASSIGNMENT made this • day of •, 20•.

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE,
a bank under the laws of Canada (the “**Seller**”)

- and -

**CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED
PARTNERSHIP**, a limited partnership formed under the laws of
the Province of Ontario, by its managing general partner **CIBC
COVERED BOND (LEGISLATIVE) GP INC.** (the “**Purchaser**”)

WHEREAS the Seller, the Purchaser and Computershare Trust Company of Canada, as Bond Trustee, have entered into a mortgage sale agreement made as of July 2, 2013 (the “**Mortgage Sale Agreement**”).

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and for valuable consideration the parties hereto covenant and agree as follows:

1. DEFINED TERMS

Unless otherwise defined herein or unless the context requires otherwise, capitalized terms shall have the same meanings herein as in the Mortgage Sale Agreement.

2. SALE AND PURCHASE OF ELIGIBLE LOANS

The Seller hereby sells, transfers and assigns unto the Purchaser and the Purchaser hereby purchases from the Seller all of the Seller’s beneficial ownership of and right, title and interest to the Loans described in Annex A hereto (the “**Purchased Loans**”), together with all Collections thereon on and after the Cut-Off Date, and their Related Security (excluding registered title or recorded title), on a fully serviced basis on the terms and subject to the conditions set out in the Mortgage Sale Agreement.

3. CONFIRMATION

The Seller hereby confirms to the Purchaser that:

- (a) the representations and warranties of the Seller contained in the Mortgage Sale Agreement are true and correct as of the date hereof;
- (b) it has made a notation in its records that beneficial ownership of the Purchased Loans has been assigned to the Purchaser; and
- (c) until the happening of an event described in Section 7.1(a) of the Mortgage Sale Agreement, the Seller directly or through the applicable Originator, holds the registered title to the Mortgages and any Related Security for the Purchased Loans and the related Mortgage Deed and other documents evidencing and

securing the Purchased Loans as agent, bare nominee and bailee for and on behalf of the Purchaser.

4. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the conflict of laws principles thereof).

5. NUMBER AND GENDER

Words importing the singular include the plural and vice versa, and words importing gender include all genders.

6. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile shall be as effective as delivery of a manually executed counterpart of such signature page.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the Seller has executed this Assignment.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

This Assignment is accepted by the Purchaser this _____ day of _____,
20____.

**CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**, acting by
its managing general partner **CIBC COVERED
BOND (LEGISLATIVE) GP INC.**

Per: _____
Name:
Title:

**ANNEX A
PURCHASED LOANS**

SCHEDULE 2.2(g)(2)
FORM OF QUÉBEC SELLER ASSIGNMENT

THIS QUÉBEC SELLER ASSIGNMENT made this • day of •, 20•.

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE, a bank named in Schedule I to the Bank Act (the “**Seller**”)

- and -

CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Ontario, by its managing partner **CIBC COVERED BOND (LEGISLATIVE) GP INC.** (the “**Guarantor**”)

WHEREAS the Seller, the Guarantor, as purchaser, and Computershare Trust Company of Canada, as bond trustee, have entered into a mortgage sale agreement dated July 2, 2013 between the Seller, the Guarantor and the Bond Trustee (the “**Mortgage Sale Agreement**”).

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and for valuable consideration the parties hereto covenant and agree as follows:

1. Interpretation

The master definitions and construction agreement made between, inter alios, the parties to this Agreement as of July 2, 2013 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (the “**Master Definitions and Construction Agreement**”) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Section 2 of the Master Definitions and Construction Agreement, provided that the terms “**Covered Bond Portfolio**”, “**Loan**”, “**Portfolio Assets**”, “**Purchased Loan**”, and “**Purchased Portfolio Asset**” used by reference in any such expressions and defined terms shall, for purposes of this Québec Seller Assignment only, be deemed to refer to the Québec Purchased Assets (as defined herein).

2. Definitions

In this Québec Seller Assignment, the following terms shall have the following meanings:

“**Collections**” means: with respect to any Loan, (a) all funds received after the relevant date in payment of any amounts due under or in respect of such Loan (including, without limitation, all scheduled payments, prepayments, Liquidation Proceeds, finance charges, interest, principal

prepayment bonuses, indemnities or penalties and all other charges and all arrears of such amounts), or applied to amounts due under or in respect of such Loan, (b) all cash collections of the Outstanding Principal Balance of such Loan received after the relevant time and all other proceeds of such Loan, (c) all proceeds of insurance policies, if applicable, with respect to the relevant Property to the extent not required by the terms of the relevant policy or the Mortgage Terms to be applied to repair damages for which they compensate, and (d) all such other amounts received in connection with or relation to the relevant Loan;

“Cut-Off Date” means ●, 20●;

“Eligibility Criteria” means the following:

- (a) no Loan is secured by a Mortgage that also secures one or more other loans that has the benefit of insurance from any Prohibited Insurer;
- (b) no Loan has a Current Balance of more than C\$3,000,000 on the Cut-Off Date;
- (c) no Loan relates to a Property which is not a residential Property;
- (d) no Loan being purchased constitutes a New Loan Type in respect of which Rating Agency Confirmation has not been received such that such Loan may be sold to the Guarantor in accordance with the terms hereof;
- (e) the Loan is payable in Canada only and is denominated in Canadian dollars;
- (f) the Loan has been duly authorized, executed and delivered by the parties thereto, is in full force and effect, unamended, except for any amendments reflected in the relevant Loan File, and constitutes a legal, valid and binding obligation of the parties thereto enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law);
- (g) the Loan permits realization by the mortgagee or hypothecary creditor against the Related Security in accordance with its terms, subject to applicable law, including, without limitation, the notice requirements and other limitations contained in the Bankruptcy and Insolvency Act (Canada), statutory limitations on the rights of mortgagees or hypothecary creditors to exercise their remedies and certain qualifications as set out in the Mortgage Sale Agreement; the Loan constitutes the Borrower's obligation to pay to the mortgagee or hypothecary creditor, in accordance with the scheduled payments set forth therein, the amounts owing thereunder and permits full recourse against the Borrower;
- (h) no payment of principal or interest under any Loan is in arrears;
- (i) the first payment due pursuant to the relevant Mortgage Terms for each Loan has been paid;
- (j) the Loan and Related Security is capable of being registered or recorded and has been duly registered or recorded in the appropriate land titles office, land

registry office or similar office of public registration in which the Property subject thereto is located reflecting the Seller as the sole mortgagee or hypothecary creditor thereunder;

- (k) the Related Security constitutes a valid and enforceable first charge, hypothec or mortgage in favour of the mortgagee or hypothecary creditor against the related mortgaged or hypothecated Property, subject only to Permitted Security Interests and/or Adverse Claims which, in the aggregate, do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan;
- (l) on the Transfer Date, the Purchaser will acquire the Loan and Related Security from the Seller free and clear of any Security Interests, subject only to (i) Permitted Security Interests and/or Adverse Claims which, in the aggregate, do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan and (ii) Security Interests that are reflected in a security sharing arrangement and the subject of a release in favour of the Purchaser;
- (m) the Loan is accompanied by (i) an opinion on title of legal counsel qualified to practice law in the province or territory in which the Property subject thereto is located to the effect that, at the time of origination of such Loan, the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge, hypothec or mortgage against, such Property, subject only to Adverse Claims which do not in the aggregate materially impair the use, value or marketability of the Property or the value of the security constituted by the Mortgage; or (ii) a policy of title insurance to the same effect;
- (n) the Seller shall not have given any consents, approvals or waivers or have postponed any of its rights under or in respect of any such Loan except in the ordinary course of business and any such permitted extension, modification, consent, approval, waiver or postponement is reflected in the Loan and Related Security Files;
- (o) the Loan has not been satisfied or rescinded, nor has the Property been discharged, reconveyed or released from the charge created by the Mortgage in whole or in part;
- (p) as at the Transfer Date, the Loan is not subject to any dispute, set-off, counterclaim or defence;
- (q) neither the Mortgage Conditions for the Loan nor the provisions of any other documentation applicable to the Loan and enforceable by the Borrower expressly afford the Borrower a right of set-off; and
- (r) to the extent the Loan is extended, advanced or renewed on or after July 1, 2014, the Mortgage Conditions for the Loan or the provisions of any other documentation applicable to the Loan and enforceable against the Borrower contain an express waiver of set-off rights on the part of the Borrower.

“Eligible Loan” means a Loan which at the Purchase Date satisfies each of the Eligibility Criteria;

“Loan” means any mortgage loan, including first lien residential mortgage loans and first-ranking residential hypothecary loans, referenced by its mortgage loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies (including all Additional Loan Advances) due or owing with respect to that mortgage loan under the relevant Mortgage Conditions by a Borrower on the security of a Mortgage from time to time outstanding, or, as the context may require, the Borrower’s obligations in respect of the same;

“Mortgage” means, in respect of any Loan each first fixed charge by way of legal mortgage or first-ranking hypothec which secures the repayment of the relevant Loan including the Mortgage Conditions applicable to it and **“Mortgages”** means more than one Mortgage;

“Purchase Date” or **“Transfer Date”** means ●, 201●;

“Québec Eligible Loans” means Eligible Loans which (i) are repayable by a Borrower resident in the Province of Québec, (ii) are subject to loan documentation which requires that payments of interest or principal in respect thereof be made at a location or an account situated or maintained in the Province of Québec, or (iii) are secured by a Mortgage against immovable property situated in the Province of Québec;

“Québec Purchased Assets” has the meaning given to such term in Section 3 hereof;

“Related Security” means, in relation to a Loan, the security for the repayment of that Loan including the relevant Mortgage, insurance (other than blanket insurance coverage maintained by a Seller or an Originator), any guarantees and any security relating to such guarantees and all other matters applicable thereto and all proceeds of the foregoing; and

“Servicer” means **[Canadian Imperial Bank of Commerce]**, in its capacity as servicer under **[the servicing agreement entered into on July 2, 2013 by and among Canadian Imperial Bank of Commerce, as seller, servicer and cash manager, the Guarantor and the Bond Trustee]** (as amended and/or restated and/or supplemented from time to time).

3. Sale and Purchase of Québec Purchased Assets

For the purposes of the laws of the Province of Québec and in furtherance of the Mortgage Sale Agreement, the Seller hereby sells, transfers and assigns unto the Guarantor and the Guarantor hereby purchases from the Seller, the universality of all present and future claims and rights of action arising from all Québec Eligible Loans of the Seller described in Annex A hereto, together with all Collections thereon on and after the Cut-Off Date, and all Related Security (collectively, the **“Québec Purchased Assets”**).

4. Purchase Price

The purchase price for the sale by the Seller to the Guarantor of the Québec Purchased Assets hereunder will be calculated and paid in accordance with the terms of the Mortgage Sale Agreement.

5. Seller Representations and Warranties

The Seller represents and warrants to the Guarantor as follows as of the Purchase Date that:

- (a) no Issuer Event of Default under the Transaction Documents has occurred and is continuing as at the Purchase Date;
- (b) the Loan was originated or otherwise complies with the Seller's Policy or the applicable Originator's Policy, as in effect or otherwise applicable at the time the Loan was originated;
- (c) any security sharing agreement entered into with respect to any Loan and any related release complies with the CMHC Guide; and
- (d) the Loan satisfies the eligibility criteria as may be prescribed by the CMHC Guide from time to time.

6. Guarantor Representations and Warranties

The Guarantor represents and warrants to the Seller as follows as at the Purchase Date that:

- (a) no Guarantor Event of Default under the Transaction Documents has occurred and is continuing as at the Purchase Date; and
- (b) the Guarantor, on the advice of the Cash Manager, is not aware, and could not reasonably be expected to be aware, that the purchase of the Québec Purchased Assets would adversely affect the then current ratings by the Rating Agencies of the Covered Bonds.

7. Additional Actions Upon a Title Trigger Event

Without limiting the provisions of the Mortgage Sale Agreement, in connection with the Perfection of the sale, transfer and assignment of the Purchased Loans pursuant to Article 7 of the Mortgage Sale Agreement, the Guarantor will (or will instruct the Seller to) give all notices, make all registrations and generally complete all formalities required under the laws of the applicable jurisdictions, including, without limitation all formalities required under the laws of the Province of Québec to comply with Articles 1641, 1645 and 3003 of the *Civil Code of Québec* and any additional formalities which may then be required under applicable law to render the sale, transfer and assignment of the Québec Purchased Assets opposable against the Borrowers or other obligors and all third parties. The Seller will act upon the Guarantor's instructions under this Article 7, if any.

Without limiting any of the powers of the Guarantor hereunder or under the Mortgage Sale Agreement, the Guarantor will be entitled to discharge the Mortgages and give acquittance and receipts for amounts due, including with respect to amounts due to the Seller before the date of this Agreement, whereof quit.

8. Mortgage Sale Agreement

This Québec Assignment will be construed as having been executed in furtherance of the Mortgage Sale Agreement and will form an integral part thereof.

9. Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the Province of Québec (without giving effect to the conflict of laws principles thereof).

10. Number and Gender

Words importing the singular include the plural and vice versa, and words importing gender include all genders.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile will be as effective as delivery of a manually executed counterpart of such signature page.

12. Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and will be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF the parties hereto have executed this Québec Seller Assignment.

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name:

Title:

CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, by its managing general partner **CIBC COVERED BOND (LEGISLATIVE) GP INC.**

By: _____

Name:

Title:

The foregoing is hereby acknowledged by the undersigned.

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Bond Trustee

By: _____

Name:

Title:

By: _____

Name:

Title:

ANNEX A
LIST OF QUÉBEC ELIGIBLE LOANS COMPRISED
IN THE QUÉBEC PURCHASED ASSETS

CERTIFICATION

I, _____, advocate, certify that:

1. This certificate concerns an application for the Québec Seller Assignment and the Annex A thereto (the "**Assignment**") entered into between Canadian Imperial Bank of Commerce, as Seller, CIBC Covered Bond (Legislative) Guarantor Limited Partnership, by its managing general partner CIBC Covered Bond (Legislative) GP Inc. (the "**Guarantor**"), executed under private signature at •, Province of •, on •, 201•;
2. I have verified the identity, quality and capacity of Canadian Imperial Bank of Commerce and the Guarantor to the said Assignment;
3. Such Assignment represents the will expressed by Canadian Imperial Bank of Commerce and the Guarantor; and
4. Such Assignment is valid as to form.

CERTIFIED at •, Province • on the _____ day of the month of •, 20__.

Name: •
Quality: Advocate
Address: •

•, advocate

ANNEX A

[List of Eligible Loans Comprised in the Québec Purchased Assets]

**SCHEDULE 4.1(I)
LOCATION OF SELLER**

Commerce Court
199 Bay Street
Toronto, Ontario
Canada M5L 1A2

SCHEDULE 8.1
FORM OF PORTFOLIO ASSET OFFER NOTICE

To: Canadian Imperial Bank of Commerce (the “**Seller**”)
From: CIBC Covered Bond (Legislative) Guarantor Limited Partnership (the “**Guarantor**”)

It is hereby agreed for the purpose of this Portfolio Asset Offer Notice that the “**Principal Agreement**” shall mean the mortgage sale agreement dated July 2, 2013 made by and among Canadian Imperial Bank of Commerce, as seller, Guarantor, as purchaser, and Computershare Trust Company of Canada, as bond trustee (the “**Bond Trustee**”), as the same may be or have been further amended, varied or supplemented from time to time pursuant to the terms of that agreement.

Unless otherwise defined herein, capitalized words and expressions in this Portfolio Asset Offer Notice shall have the same meanings given thereto in the Principal Agreement.

In accordance with and subject to Article 8 of the Principal Agreement we make an offer to you on the following terms:

1. This Portfolio Asset Offer Notice constitutes an offer to sell certain Portfolio Assets and their Related Security more particularly described in Schedule “A” hereto to you at the offer price in aggregate equal to the greater of the Fair Market Value of such Portfolio Assets and the amount required as determined in accordance with Schedule 9 of the Guarantor Agreement.
2. This offer is capable of acceptance by you within ten (10) Toronto Business Days from and including the date of this Portfolio Asset Offer Notice. If you do not accept this offer, we intend to sell the Loans and their Related Security described in Schedule “A” hereto to a third party or third parties.
3. This Portfolio Asset Offer Notice shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

You may accept this offer to you by signing the duplicate of this Portfolio Asset Offer Notice in a manner indicating acceptance and delivering it to the Guarantor with a copy to the Bond Trustee.

We refer you to the Principal Agreement as to your rights, and the consequences of failure to accept this offer in time or at all or of doing so in a manner other than that specified in the Principal Agreement.

[Remainder of this page is intentionally left blank]

Dated as of the [●]

**CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**, acting by
its managing general partner **CIBC COVERED
BOND (LEGISLATIVE) GP INC.**

Per: _____
Name:
Title:

We accept the offer contained in this Portfolio Asset Offer Notice.

Dated as of the [●]

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

Schedule "A"

LOANS

1. Title No. (if registered)	2. Borrower	3. Account No.	4. Property Postal Code	5. Date of Mortgage
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Aggregate Fair Market Value of Loans: \$●

SCHEDULE 8.2
FORM OF PORTFOLIO ASSET OFFER REPURCHASE NOTICE

To: Canadian Imperial Bank of Commerce (the “**Seller**”)

From: CIBC Covered Bond (Legislative) Guarantor Limited Partnership (the “**Guarantor**”)

It is hereby agreed for the purpose of this Portfolio Asset Offer Repurchase Notice that the “**Principal Agreement**” shall mean the mortgage sale agreement dated July 2, 2013 made by and among Canadian Imperial Bank of Commerce, as seller, Guarantor, as purchaser, and Computershare Trust Company of Canada, as bond trustee (the “**Bond Trustee**”), as the same may be or have been amended, varied or supplemented from time to time pursuant to the terms of that agreement.

Unless otherwise defined herein, capitalized words and expressions in this Portfolio Asset Offer Repurchase Notice shall have the same meanings given thereto in the Principal Agreement.

In accordance with Article 8 of the Principal Agreement, upon receipt of this Portfolio Asset Offer Repurchase Notice by the Seller there shall exist between the Seller and the Guarantor an agreement (the “**Agreement for Sale**”) for the sale by the Guarantor to the Seller of the Portfolio Assets more particularly described in Schedule “A” hereto. Completion of such sale shall take place on **[INSERT DATE]** and the price payable by the Seller for the Portfolio Assets more particularly described in Schedule “A” hereto shall be in aggregate equal to the greater of the Fair Market Value of such Portfolio Assets and the amount required as determined in accordance with Schedule 9 of the Guarantor Agreement.

The Agreement for Sale shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

Dated as of the [•]

CIBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP, acting by
its managing general partner **CIBC COVERED**
BOND (LEGISLATIVE) GP INC.

Per: _____
Name:
Title:

We hereby acknowledge receipt of and confirm the contents of the Portfolio Asset Repurchase Notice dated [•].

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

Schedule "A"

LOANS

1. Title No. (if registered)	2. Borrower	3. Account No.	4. Property Postal Code	5. Date of Mortgage
------------------------------------	----------------	-------------------	-------------------------------	------------------------

Aggregate Fair Market Value of Loans: \$•