CANADIAN IMPERIAL BANK OF COMMERCE
as Seller and initial Servicer

and

COMPUTERSHARE TRUST COMPANY OF CANADA
as agent for and on behalf of
the Seller, the Co-Owners and the
other Persons who from time to time are party
to the Series Purchase Agreements

SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT

Providing for the creation and transfer of
Ownership Interests in Series and Classes
constituting undivided co-ownership interests in, and the servicing of,
a revolving pool of receivables originated by
Canadian Imperial Bank of Commerce
and certain Additional Property

May 28, 2012

TABLE OF CONTENTS

SCHEDULES AND EXHIBITS

THIS SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT dated as of the 28th day of May, 2012.

AMONG:

CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, as a Seller and the initial Servicer

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company governed by the laws of Canada, licensed to carry on the business of a trust company in each of the provinces and territories of Canada, as agent for and on behalf of the Seller, the Co-Owners and the other Persons who from time to time are party to the Series Purchase Agreements

- and -

THE PERSONS WHO ARE FROM TIME TO TIME CO-OWNERS AND EACH OTHER PARTY TO THE SERIES PURCHASE AGREEMENTS

WHEREAS CIBC, as Seller and the initial Servicer, and the Custodian, as agent for and on behalf of the Seller and the Co-Owners, wish to provide for the Transfer to Co-Owners of Ownership Interests in the Account Assets and the proceeds therefrom;

AND WHEREAS the parties hereto entered into an amended and restated pooling and servicing agreement dated as of April 24, 1998 (the "**Original Pooling and Servicing Agreement**") for the purpose of setting forth the attributes of such Ownership Interests and of the Retained Interest, respectively, including, among other things, the rights, interests and entitlements of the Co-Owners and the Seller in and to the income from the Account Assets, the Collections and other proceeds therefrom, and the extent to which each will bear any losses attributable to Defaulted Accounts;

AND WHEREAS the parties hereto entered into an amended and restated pooling and servicing agreement dated as of September 14, 2004 which amended and restated the Original Pooling and Servicing Agreement, which was amended by a first amendment to amended and restated pooling and servicing agreement dated as of February 8, 2008, a second amendment to amended and restated pooling and servicing agreement dated October 1, 2008 and effective as of August 1, 2008, a third amendment to amended and restated pooling and servicing agreement dated as of April 15, 2010, a fourth amendment to amended and restated pooling and servicing agreement dated as of January 10, 2011 and a fifth amendment to amended and restated pooling and servicing agreement dated as of August 22, 2011, each between the parties hereto (collectively the "**Amended and Restated Pooling and Servicing Agreement**");

AND WHEREAS the parties hereto have agreed to amend and restate the Amended and Restated Pooling and Servicing Agreement upon and subject to the terms and conditions hereinafter set forth herein (the Amended and Restated Pooling and Servicing Agreement, as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Pooling and Servicing Agreement**");

AND WHEREAS CIBC and the Custodian are duly authorized to enter into this Pooling and Servicing Agreement as provided herein;

AND WHEREAS the foregoing recitals are made by CIBC and not by the Custodian;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), this Agreement witnesses and it is hereby agreed by the parties hereto as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

Except as otherwise specified herein or, subject to Section 1.13, in a Series Purchase Agreement in relation to the related Series, the following terms have the respective meanings set forth below for all purposes of this Agreement and each Series Purchase Agreement and the definitions of such terms are equally applicable both to the singular and plural forms of such terms:

"**Account**" shall mean, as of a specified date and without duplication:

(a) an Eligible Credit Card Account which is (i) within a Designated Portfolio; (ii) in existence, is owned by the Seller and is maintained and serviced by the Seller, the Servicer or any Person delegated responsibility by the Servicer as permitted by Section 8.1(3); (iii) not, and the Receivables thereunder are not, subject to any Lien or have not been sold to any other Person; (iv) payable in Canadian Dollars; and (v) an account that satisfies the additional criteria, if any, applicable to Accounts set forth in any Series Purchase Agreement or any Additional Property Agreement;

(b) each Additional Account;

(c) each Related Account;

(d) each Substituted Account; and

(e) any Eligible Credit Card Account within a Designated Portfolio originated as a replacement of an Account in connection with the amendment of the terms of such Account (provided that such replacement account can be traced and identified by reference to, or by way of, the Account Records and satisfies the criteria specified in clauses (a)(ii), (iii), (iv) and (v) above);

other than an account which is a Removed Account.

"**Account Assets**" shall mean, (a) with respect to an Account at a time, (i) the Receivables then or thereafter due or owing under the Account, together with any security granted to the Seller in respect of the payment thereof, (ii) all monies due or becoming due under the Account, including Card Income and all other non principal

amounts due or becoming due under the Account, and (iii) all moneys due in respect of such Account pursuant to a guarantee or an insurance policy, and (b) the then applicable Pool Interchange Amount.

"**Account Pool Owners**" shall mean, collectively, the Co-Owners, the Seller and, if so specified in an Additional Property Agreement, the related Entitled Parties, in each case in their respective capacities as owners of undivided co-ownership interests in the Account Assets.

"**Account Records**" shall mean, with respect to an Account, the written records relating to such Account which are so designated by the Servicer as contemplated in Section 8.3.

"**Accumulations Account**" shall have the meaning specified in Section 6.6.

"**Accumulation Commencement Day**" shall mean, in respect of a Series, the day on which an Accumulation Period for the Series commences as specified in the related Series Purchase Agreement.

"**Accumulation Period**" shall mean, for or in respect of a Series, a period specified as such in the related Series Purchase Agreement.

"**Addition Cut-Off Date**" shall mean, with respect to an Additional Account, the date specified as such in the Addition Notice delivered with respect thereto pursuant to Section 2.8.

"**Addition Date**" shall mean, with respect to an Additional Account, the date on which undivided co-ownership interests in the Account Assets under such Additional Account are Transferred to the Co-Owners and on and after which such Additional Account is included as an Account.

"**Addition Notice**" shall have the meaning specified in Section 2.8(3).

"**Additional Account**" shall mean an account added as an Additional Account under Section 2.8(1) or Section 2.8(2).

"**Additional Ownership Interest**" shall mean, with respect to a Series and, within a Series, with respect to a Class, an undivided co-ownership interest in the Account Assets Transferred pursuant to Section 3.3 and having the same attributes as other Ownership Interests of the Series or Class and which, for greater certainty, shall not include the additional undivided co-ownership interests in the Account Assets Transferred to a Co-Owner pursuant to Section 3.14.

"**Additional Property**" shall mean, with respect to a Series and, within a Series, with respect to a Class, the rights and benefits provided in respect of the Series or Class pursuant to any letter of credit, surety bond, cash collateral account, spread account, guaranteed rate agreement, maturity liquidity facility, tax protection agreement, interest rate swap agreement, loan agreement, enhancement agreement or other similar arrangement as contemplated under Section 4.3 and as provided for in the related Series Purchase Agreement.

"**Additional Property Agreement**" shall mean, in respect of Additional Property for a Series, the agreement, instrument or document governing the terms of the Additional Property, including the agreement, instrument or document under which the Additional Property is deposited with the Custodian and Transferred to Co-Owners of such Series.

"**Affiliate**" shall mean, with respect to any specified Person, any other Person controlling, controlled by or under common control with such specified Person and, for the purposes of this definition, "**control**" shall mean, in respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Agent**" shall mean, with respect to any Series, the Person so designated in the related Series Purchase Agreement.

"**Aggregate Ownership Amount**" shall mean, (a) for any day other than a Reporting Day, the sum of all Unadjusted Invested Amounts, and (b) for any Reporting Day, the sum of all Invested Amounts, in each case, for all Series existing on such day or Reporting Day, as the case may be.

"**Amortization Commencement Day**" shall mean, with respect to a Series, the earlier to occur of (a) the day specified as such in the related Series Purchase Agreement, and (b) the day on which funds are required to be deposited into the Collection Account as Transfer Deposits by the Seller pursuant to Section 2.5(4) or pursuant to a Series Purchase Agreement.

"**Amortization Event**" shall mean, with respect to a Series, each event specified to be an "**Amortization Event**" in the related Series Purchase Agreement.

"**Amortization Period**" shall mean, with respect to a Series, a period commencing on the Amortization Commencement Day with respect to the Series and ending on the earliest to occur of (a) the first Reporting Day thereafter when the Invested Amount of such Series is zero, (b) a day on which the Amortization Period ends as described under Section 7.2, and (c) the Series Termination Date.

"**Assignment**" shall mean an assignment of the Seller in respect of Additional Accounts substantially in the form attached as Exhibit "A".

"**Business Day**" shall mean any day, other than a Saturday or Sunday or a day on which banks in the City of Toronto, Ontario are not open for business.

"**Calculation Day**" shall mean, in respect of a Series for a Reporting Period, the third Business Day preceding the related Transfer Date for such Series for the Reporting Period.

"**Canadian Dollars**" or "**$**" shall mean the lawful currency of Canada.

"**Card Income**" shall mean, with respect to an Account, any Receivable billed to an Obligor under the related Credit Card Agreement in respect of (a) interest or other finance charges, net of small balance adjustments, goodwill adjustments and other ordinary course adjustments but including return cheque fees, billed by the Seller or by

the Servicer, in each case in accordance with its practices and procedures relating to its credit card business, (b) annual membership fees, if any, in respect of the Account, (c) cash advance fees and credit card cheque fees, (d) additional card issuance fees, (e) foreign exchange conversion fees, (f) statement and sales draft copying charges, (g) foreign cheque cashing fees, (h) inactive account fees, (i) administrative fees and late charges with respect to the Account, (j) amounts in respect of any other fees or amounts with respect to the Account which are designated by the Seller by notice to the Custodian at any time and from time to time to be included as Card Income; and "**Cards Income**" shall mean (k) for or in respect of any particular Business Day, the aggregate of all such amounts billed on all Accounts after the end of the immediately preceding Business Day and at or before the end of the particular Business Day; and (l) for or in respect of a Reporting Period or a period of days in a Reporting Period, the aggregate of all such amounts billed on all Accounts after the end of the immediately preceding Reporting Period and at or before the end of such Reporting Period or period of days; provided that the amount of Card Income determined pursuant to clause (a) above shall be reduced by an amount equal to reversals for interest or other finance charges included in Defaulted Amounts.

"**CIBC**" shall mean Canadian Imperial Bank of Commerce and its successors.

"**Class**" shall mean, with respect to a Series, any one of the classes of Ownership Interests, if any, of that Series, in each case having the same attributes as all Ownership Interests of the same class within the Series as specified in the Series Purchase Agreement for the Series.

"**Closing Date**" shall mean, with respect to a Series, the Closing Date specified in the related Series Purchase Agreement and each day on which an Additional Ownership Interest of the Series is Transferred pursuant to Section 3.3.

"**Collection Account**" shall mean the trust account defined as such and established and maintained by the Custodian pursuant to Section 6.2.

"**Collections**" shall mean all payments (including Recoveries under Defaulted Accounts) received by the Servicer:

(a) from or on behalf of any Obligors or any other relevant Person in respect of Account Assets;

(b) from the Seller in respect of the Pool Interchange Amount; and

(c) Deemed Collections;

as adjusted for credit adjustments made by the Seller to an Account as a result of a refund, return or refusal of products by, or a rebate for the services provided to, the Obligor and shall mean (i) in respect of any period of days, all such amounts received by the Servicer during such period, and (ii) in respect of any Business Day, all such amounts received by the Servicer before the close of business on such day and after the close of business on the immediately preceding Business Day.

"**Co-Owner**" shall mean a Person who owns an Ownership Interest and a Co-Owner of a Series shall mean a Person who owns an Ownership Interest of the Series, and for greater certainty does not include the Seller in respect of the Retained Interest.

"**Co-Owner Direction**" shall mean, subject to Section 10.6(2):

(a) except as otherwise provided in the Series Purchase Agreement in relation to a Series, in respect of an action to be taken, a decision to be made, or any other matter to be determined by Co-Owners of a single Series and which action, decision or matter relates solely to such Series, a direction by Co-Owners owning Ownership Interests of such Series with stated dollar amounts aggregating to more than 50% (or such greater percentage as may be specified for such purpose in the related Series Purchase Agreement):

(i) of the aggregate of the stated dollar amounts of Ownership Interests held by Co-Owners who are properly represented at a meeting of the Co-Owners of such Series called for the purpose of providing such direction in accordance with the meeting provisions for the Series specified in the related Series Purchase Agreement, the form and effectiveness of such direction to be determined in accordance with such meeting provisions; or

(ii) of the aggregate of the stated dollar amounts of all Ownership Interests of such Series, such direction to be evidenced by a document or documents in writing signed by Co-Owners of the Series, holding Ownership Interests with stated dollar amounts at least equal to the requisite aggregate amount; and

(b) in respect of an action to be taken, a decision to be made, or any other matter to be determined by the Co-Owners of more than one Series, a direction by Co-Owners owning Ownership Interests of the affected Series, provided that (x) each affected Series shall vote separately, such vote to be cast as directed by the Co-Owners of such Series in accordance with clause (a) above, and (y) the action, decision or other matter shall be taken, made or determined as directed by the Co-Owners of those affected Series whose Unadjusted Invested Amounts aggregate to more than 50% of the aggregate of the Unadjusted Invested Amounts of all such affected Series.

"**Counsel**" shall mean any barrister and solicitor or firm of barristers and solicitors retained by the Seller and acceptable to the Custodian.

"**Credit Card Account**" shall mean a credit card account established by the Seller on which one or more credit cards identified in each case by a Specified Account Designation have been issued and which provide for the extension of credit on a revolving basis by the Seller to the cardholder under the related Credit Card Agreement to (a) finance the purchase of products and services from Persons that accept a Specified Account Designation credit card as a method of payment for such products and services and (b) obtain cash advances directly or indirectly by way of credit card cheques and balance transfers, and provided that the foregoing criteria are met, shall also include any co-labelled or co-branded Specified Account Designation credit card accounts.

"**Credit Card Agreement**" shall mean, with respect to a credit card account, the agreement or agreements between the Seller and the cardholder governing the use of such account, as any such agreement or agreements may be amended, modified or otherwise changed by the Seller from time to time.

"**Custodian**" shall mean Computershare Trust Company of Canada, in its capacity as agent hereunder, and any successor agent appointed in accordance with Sections 11.6 and 11.7.

"**Daily Interchange Amount**" shall mean, for each Business Day during a Reporting Period, an amount equal to the quotient of (a) the product of (i) 2%, and (ii) the Pool Balance on the immediately preceding Business Day, divided by (b) the number of Business Days in the then applicable calendar year, subject to adjustment by the Seller in accordance with Section 2.10; provided that to the extent the Daily Interchange Amount on such Business Day is less than the Pool Interchange Fees received by the Seller on such day, then the Daily Interchange Amount for such Business Day shall be increased to be an amount equal to such Pool Interchange Fees.

"**Date of Processing**" shall mean, with respect to any transaction, the date on which such transaction is first recorded on the Servicer's credit management system, without regard to the effective date of such recordation.

"**Deemed Collections**" shall mean all payments received by the Servicer which are deemed to be Collections under Sections 2.5(2), 2.7(2), 2.8(3) and 8.2(4).

"**Defaulted Account**" shall mean, at any time, any Account (a) which is in arrears for a period of 180 days or more following the date on which the minimum payment requirement thereunder was initially due and payable, as determined in accordance with the Servicer's practices and procedures, or (b) is written off as uncollectible in accordance with the Servicer's practices and procedures.

"**Defaulted Amount**" shall mean, at any time, the sum of the outstanding amounts of all Receivables under all Accounts that are Defaulted Accounts at such time.

"**Designated Accounts**" shall have the meaning specified in Section 2.7(1).

"**Designated Balance**" shall have the meaning specified in Section 2.7(1).

"**Designated Portfolio**" shall mean a Portfolio designated in Schedule 1 and each additional Portfolio designated in Schedule 1 as amended or supplemented thereafter in accordance with Section 2.9.

"**Discount Option Receivables**" shall mean, with respect to any Series, Principal Receivables designated by the Seller at a specified discount, which discount is applied such that the discounted portion of Collections of such Principal Receivables are treated as Collections of Finance Charge Receivables, as specified with respect to such Series in the related Series Purchase Agreement.

"**Discount Option Receivable Collections**" shall have the meaning specified in Section 2.11.

"**Discounted Percentage**" shall have the meaning specified in Section 2.11.

"**Eligible Credit Card Account**" shall mean a Credit Card Account established by the Seller on which one or more credit cards have been issued pursuant to the related Credit Card Agreement and in accordance with the Visa Manual, the MasterCard Rules, or the by-laws and regulations of any other similar entity or organization relating to Credit Card Accounts and which provides for the extension of credit on a revolving basis by the Seller to the cardholder under the related Credit Card Agreement to (a) finance the purchase of products and services from Persons that accept a Specified Account Designation credit card as a method of payment for such products and services and/or (b) obtain cash advances directly or indirectly by way of credit card cheques and balance transfers.

"**Eligible Deposit Account**" shall mean, in relation to the Collection Account, an account that satisfies all of the criteria applicable to an Eligible Deposit Account set forth in each Series Purchase Agreement and each Additional Property Agreement and, in relation to a Series Account of a Series, an account that satisfies all of the criteria applicable to an Eligible Deposit Account set forth in the related Series Purchase Agreement and each related Additional Property Agreement.

"**Eligible Investment**" shall mean, in relation to an investment made with funds on deposit in the Collection Account, an investment that satisfies the eligibility criteria set forth in relation to "**Eligible Investments**" in each Series Purchase Agreement on the same basis as if the Collection Account was a Series Account for such Series, and, in respect of an investment made with funds on deposit in a Series Account of a Series, shall mean an investment that satisfies the eligibility criteria in relation to "**Eligible Investments**" set forth in the related Series Purchase Agreement.

"**Entitled Party**" shall mean a Person, other than the Seller, providing Additional Property pursuant to the related Additional Property Agreement.

"**Excess Collections**" shall have the meaning, in respect of a Series, specified in Section 6.7(2).

"**Excess Requirements**" shall have the meaning, in respect of a Series, specified in Section 6.7(2).

"**Finance Charge Receivables**" shall mean, for a Reporting Period, the sum of (a) Cards Income for such Reporting Period, (b) the sum of the Pool Interchange Amounts for each day occurring in such Reporting Period, and (c) any Discount Option Receivables.

"**Floating Allocation Percentage**" shall mean, for or in respect of a Series for a Reporting Period, the fraction, expressed as a percentage, the numerator of which is the Unadjusted Invested Amount of the Series on the Reporting Day related to such Reporting Period, and the denominator of which is the Pool Balance on such Reporting Day.

"**Governmental Authority**" shall mean Canada, any province or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Inactive Account**" shall mean, at any time, an Account which has a nil balance and has been inactive for a period of three months or longer.

"**Initial Invested Amount**" shall mean, in respect of a Series, the amount specified as the Initial Invested Amount of the Series on the Closing Date for the Series pursuant to the related Series Purchase Agreement.

"**Interchange Fees**" means the aggregate amount of interchange fees paid or payable to CIBC by other financial institutions that clear transactions for merchants in respect of all Credit Card Accounts which are owned by CIBC as a credit card issuing financial institution and designated by CIBC from time to time and notified in writing to the Custodian (which Credit Card Accounts, for greater certainty, continue to be the Credit Card Accounts comprising the Designated Portfolios including the Accounts).

"**Invested Amount**" shall mean, with respect to a Series on the Closing Date of the Series, the Initial Invested Amount of the Series and for each Reporting Day thereafter, a stated dollar amount (which shall not be less than zero) which, subject to the proviso hereto, is equal to:

(a) the Unadjusted Invested Amount of the Series on the Reporting Day;

plus,

(b) the stated dollar amount of the increase, if any, in the Invested Amount of the Series determined for the Reporting Day pursuant to Section 3.13(2) in respect of the entitlement of the Co-Owners of the Series to the Series Allocable Pool Income for the related Reporting Period;

plus,

(c) the stated dollar amount, if any, equal to the Series Enhancement Draw (including, without duplication, any Series Maturity Enhancement Entitlement) for the related Reporting Period;

minus,

(d) the stated dollar amount equal to the excess, if any, of the Series Pool Losses for the related Reporting Period over the Ownership Finance Charge Receivables for the related Reporting Period;

minus,

(e) the stated dollar amount of Collections, Transfer Deposits or Series Enhancement Draws (including, without duplication, any Series Maturity Enhancement Entitlement) determined to be required to be deposited into the Accumulations Account or other Series Account in respect of the Series pursuant to the related Series Purchase Agreement on such Reporting Day or on any day thereafter, as specified in the then effective Remittance Notice for the purpose of providing the Co-Owner of the Series with funds in respect of such Co-Owner's Ownership Income Requirement for such Reporting Period, which amount, for greater certainty, shall not be greater than the sum of the Series Allocable Pool

Income and the available Series Enhancement Draws, in each case, for such Series in respect of such Reporting Period;

provided, however, that, if the Aggregate Ownership Amount on any day exceeds the Pool Balance on that day, the Invested Amount for a Series shall be equal to the product of (i) the Pool Balance on that day and (ii) a fraction the numerator of which is the Invested Amount of the Series on that day, and the denominator of which is the Aggregate Ownership Amount on that day, each as determined without reference to this proviso.

"**Lien**" shall mean any mortgage, deed of trust, pledge, hypothecation, hypothec, assignment (whether absolute or by way of security), deposit arrangement, encumbrance, lien (statutory or other), preference, deemed trust, participation interest, security interest, priority or other security agreement or preferential arrangement of any kind or nature whatsoever, including any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing.

"**MasterCard International**" shall mean MasterCard International Incorporated, a corporation incorporated under the laws of the State of Delaware, in the United States of America, and its successors and assigns.

"**MasterCard Rules**" shall mean the by-laws and operating regulations of MasterCard International and all other relevant operating procedures, policies and standards relating to the MasterCard International payment network and such other materials that MasterCard International may compile and identify as forming part of the MasterCard Rules, all as amended and updated from time to time.

"**MasterCard Service and License Agreements**" shall mean the agreements of the Seller with MasterCard International entitling the Seller to the continued non-exclusive right and privilege in Canada to use and participate in the MasterCard International payment network, to receive the services provided therein and to use the trademarks of MasterCard International or its affiliates.

"**Obligor**" shall mean, with respect to an Account, the Person or Persons obligated to make payments of amounts owing from time to time under such Account, including any guarantor thereof.

"**Officers' Certificate**" shall mean, in the case of a certificate executed by any corporation, unless otherwise specified in this Agreement, a certificate executed by an officer of such corporation, duly authorized to execute such certificate and conforming to the applicable requirements specified in Section 12.6.

"**Opinion of Counsel**" shall mean a written opinion as to applicable matters of law, signed by Counsel, conforming to the applicable requirements specified in Section 12.6.

"**Ownership Allocable Collections**" shall mean, for or in respect of a Series for a Business Day, the product of:

(a) (i) if the Series is in its Revolving Period, the Series Revolving Percentage for the day in respect of the Series; and

(ii) if the Series is in its Accumulation Period or an Amortization Period, (A) until the Invested Amount (excluding the amounts with respect to the Series Maturity Enhancement Entitlement in subsection (c) of the definition of "**Invested Amount**") of the related Series has been reduced to zero, the Series Accumulation Percentage and (B) thereafter until the earlier of (x) the day on which any Series Enhancement Entitlement and any Series Maturity Enhancement Entitlement have both been reduced to zero, and (y) the Series Termination Date, the Series Enhancement Percentage, in each case, for the day in respect of the Series; and

(b) the amount of Collections for the day,

provided, however, that if for the day the sum of (x) for each Series in its Revolving Period, the Series Revolving Percentage for the day in respect of such Series, and (y) for each Series in its Accumulation Period or an Amortization Period, the Series Accumulation Percentage or Series Enhancement Percentage, as the case may be, for the day in respect of such Series, exceeds 100.0%, then the Ownership Allocable Collections for a Series for the day shall mean a pro rata allocation of Collections received by the Servicer for the day based on such Series Revolving Percentages, Series Accumulation Percentages or Series Enhancement Percentage, as the case may be.

"**Ownership Finance Charge Receivables**" shall mean, in respect of a Series for a Reporting Period, an amount equal to the product of (a) the Floating Allocation Percentage for the Series for the Reporting Period, and (b) the Finance Charge Receivables billed or payable, as the case may be, for the Reporting Period.

"**Ownership Income Limitation**" shall mean, unless otherwise specified in the related Series Purchase Agreement, in respect of a Series for a Reporting Period, an amount equal to the amount, if any, by which:

(a) the Ownership Finance Charge Receivables for the Reporting Period;

exceeds,

(b) the Series Pool Losses for the Reporting Period;

"**Ownership Income Requirement**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined pursuant to the related Series Purchase Agreement, plus (without duplication) the amount of Pool Expenses determined pursuant to Section 3.8(l) in respect of the Series for such Reporting Period.

"**Ownership Interest**" shall mean, at any time:

(a) an undivided co-ownership interest in and to the Account Assets, as provided, created and sold pursuant to the related Series Purchase Agreement in accordance with Article 3.

(b) an undivided co-ownership interest in and to the Collection Account and in all investments of such deposits and the proceeds thereof as provided in Article 6;

(c) an interest in any Additional Property relating to the Series as provided in Article 4; and

(d) an interest in the funds on deposit in any Series Accounts in respect of the Series and all investments of such deposits and the proceeds therefrom as provided in Article 6,

in each case with the attributes determined hereunder and under the related Series Purchase Agreement or pursuant hereto and thereto from time to time, and, for greater certainty, the Retained Interest is not an Ownership Interest.

"**Partial Commingling Amortization Event**" shall occur on any Business Day during the Revolving Period (a) the Servicer is required pursuant to Section 6.3(1) of this Agreement to deposit Collections (including, for greater certainty, Deemed Collections) into the Collection Account not later than the second Business Day after the Date of Processing thereof, (b) the Servicer continues to commingle excess Collections (including, for greater certainty, Deemed Collections) and Transfer Deposits as permitted by Section 6.3(1)(a), and (c) (i) the daily asset test described in paragraph (a) of the definition of Partial Commingling Condition indicates that the Pool Balance is less than the Required Pool Amount for such Business Day and such deficiency has not been remedied by the addition of Additional Accounts pursuant to this Agreement within ten days after the Business Day on which such deficiency is identified by the Servicer or (ii) the Servicer fails to deliver to DBRS the Officers' Certificate described in paragraph (c) of the definition of Partial Commingling Condition on or before the date that is five Business Days after the date such delivery is required to be made.

"**Partial Commingling Condition**" shall mean a requirement that:

(a) an asset test be conducted by the Servicer on each Business Day during the Revolving Period to ensure that the Pool Balance as of the close of business on such day is at least equal to the Required Pool Amount;

(b) a daily monitoring of the occurrence of any Amortization Event be completed by the Servicer during the Revolving Period; and

(c) on or before the fifth Business Day following each calendar month during the Revolving Period and unless there has been a breach of the daily asset test described in clause (a) above or an Amortization Event has occurred during such calendar month, the Servicer shall have delivered to the Rating Agencies an Officers' Certificate confirming that (A) the daily asset test referred to in clause (a) above has been completed by the Servicer on each Business Day of such calendar month and that no breach of the daily asset test occurred on any Business Day during such calendar month, and (B) no Amortization Event has occurred on or prior to the last Business Day of such calendar month.

"**Particular Series**" shall have the meaning specified in Section 6.7(3).

"**Person**" shall mean any individual, corporation, estate, partnership, joint venture, association, joint-stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"**Pool Balance**" shall mean, for a day, the aggregate outstanding balance of all Receivables owing under the Accounts on the day, less all amounts that are Defaulted Amounts on such day.

"**Pool Expenses**" shall mean, for any period of days, collectively, all fees and all expenses subject to reimbursement hereunder and under any Series Purchase Agreement for the period which are payable to:

(a) the Custodian;

(b) any Successor Servicer to the extent not otherwise paid directly by CIBC pursuant to Section 8.7(1); and

(c) the independent auditors in respect of the report referred to in Section 8.4.

"**Pool Interchange Amount**" shall mean, for each Business Day during a Reporting Period, an amount equal to the sum of (a) the lesser of (i) the Pool Interchange Fees received by the Seller on such day, and (ii) the Daily Interchange Amount, and (b) any Pool Interchange Deficiency from any previous day.

"**Pool Interchange Deficiency**" shall mean, for each Business Day during a Reporting Period, the excess, if any, of (a) the Daily Interchange Amount for such day, over (b) the Pool Interchange Fees received by the Seller on such day.

"**Pool Interchange Fees**" shall mean, for each Business Day during a Reporting Period, an amount equal to the product of (a) a fraction, the numerator of which is the aggregate amount of the Receivables on such day and the denominator of which is the aggregate amount of all amounts owing by Obligors under or in respect of all Credit Card Accounts designated by the Seller from time to time and notified in writing to the Custodian (which Credit Card Accounts, for greater certainty, continue to be the Credit Card Accounts comprising the Designated Portfolios including the Accounts) and owned by the Seller on such day, and (b) the aggregate amount of Interchange Fees received by the Seller on such day.

"**Pool Losses**" shall mean, for any Reporting Period, an amount equal to the amounts that became Defaulted Amounts during such Reporting Period (other than the amount of any reductions referred to in the proviso at the end of the definition of "Card Income") less any Recoveries received in such Reporting Period (which amount may be a negative amount).

"**Portfolio**" shall mean a group of Credit Card Accounts with the same Specified Account Designation established by the Seller under a Credit Card Agreement.

"**Portfolio Designation Date**" shall mean, in respect of a Portfolio, the date specified in the related Portfolio Designation Notice from and after which such Portfolio is included as a Designated Portfolio.

"**Portfolio Designation Notice**", in respect of a Portfolio, shall have the meaning specified in Section 2.9(2).

"**PPSA**" shall mean, in respect of each province or territory in Canada (other than Quebec), the *Personal Property Security Act* as from time to time in effect in such province or territory and, in respect of Quebec, the *Civil Code* of Quebec as from time to time in effect in such province.

"**Principal Receivables**" shall mean all Receivables other than (a) Finance Charge Receivables and (b) Receivables in Defaulted Accounts.

"**Principal Terms**" shall mean, with respect to a Series (a) the name or designation ascribed to the Series; (b) the Initial Invested Amount (or method for calculating such amount) of the Series; (c) subject to the general allocation provisions of this Agreement, the entitlement of the Series to Collections and Transfer Deposits; (d) the related Revolving Period, Accumulation Period (including the Accumulation Commencement Day) and Amortization Events for the Series and the requirements or conditions that must be satisfied for an Amortization Commencement Day to occur and an Amortization Period to commence; (e) the remittance date or dates and the date or dates from which remittances of amounts to Co-Owners of the Series shall be made; (f) subject to Section 3.13, the basis for allocating income from the Account Assets to the Series; (g) the basis for determining responsibility of the Series for losses; (h) the terms of any Additional Property with respect to the Series and the name of any Entitled Party under the related Additional Property Agreement; (i) the Series Enhancement Draws or any other credit enhancement provided in respect of such Series; (j) the attributes of one or more Classes within the Series; (k) if the Series is evidenced by certificates, the terms on which the certificates of the Series or Classes within the Series may be exchanged, purchased by the Seller or remarketed to other Co-Owners; (l) if there is more than one Ownership Interest within a Series, the stated dollar amount of each such Ownership Interest; (m) the Transfer Date and Series Termination Date applicable to such Series, (n) the Required UIA Pool Percentage and the Required IA Pool Percentage, and (o) any other variable terms relating to the Series contemplated or permitted pursuant to Section 1.13 to be set forth in the related Series Purchase Agreement.

"**Purchase Date**" shall have the meaning specified in Section 6.9(1).

"**Rating Agency**" shall mean, with respect to a Series, Class, or any securities which are serviced primarily from the entitlements to Collections and Transfer Deposits therefor ("**Related Securities**"), each credit rating agency, if any, specified in the related Series Purchase Agreement to rate such Series, Class or Related Securities and which is then rating such Series, Class or Related Securities and any reference to each Rating Agency in relation to a Series or Class shall only apply to the specified rating agency if such rating agency is then rating the Series, Class or Related Securities.

"**Rating Agency Condition**" shall mean, with respect to any specified action or condition in relation to a Series or Class, as the context requires, a requirement that each Rating Agency for the Series or Class or for the Related Securities therefor shall have notified the Co-Owners of the Series or Class or their Agent in writing that such action will not result in a reduction or withdrawal of the rating in effect immediately before the taking of such action with respect to the Series, Class or Related Securities with respect to which it is a Rating Agency, and any reference to a Rating Agency Condition applicable in circumstances where an existing Series or Class and all Related Securities therefor are not then rated or where a Rating Agency has not been specified with respect thereto shall be deemed to be satisfied only upon the written agreement of each Co-Owner (or

its Agent) of the Series or Class, the Seller and each Entitled Party under a related Additional Property Agreement.

"**Receivable**" shall mean, with respect to an Account at a time, the amount (including interest and other non-principal amounts billed at the time) owing by an Obligor under or in respect of the Account at the time, including any balance transfers and the right to receive all future Collections in respect thereof.

"**Recoveries**" shall mean, for a day, all Collections received by the Servicer on a day in respect of an Account which on the day is a Defaulted Account.

"**Reference Date**" shall mean, in respect of an Account:

(a) the date on which a Credit Card Account is established by the Seller pursuant to (i) a Credit Card Agreement or (ii) pursuant to Section 2.1(3) and which, in each case, automatically becomes an Account under paragraph (a) of the definition of "**Account**" under Section 1.1; and

(b) the Addition Cut-Off Date, in the case of an Additional Account, undivided co-ownership interests in the Account Assets under which are Transferred on the related Addition Date.

"**Related Account**" shall mean an Account under which a new credit account number or a new account identifier has been issued by the Servicer or the Seller under circumstances resulting from a lost or stolen credit card relating to such Account and not requiring standard application and credit evaluation procedures.

"**Related Documents**" shall mean, with respect to any Series, any applicable Additional Property Agreement.

"**Related Securities**" shall have the meaning specified in the definition herein of "Rating Agency".

"**Remittance Notice**" shall have the meaning specified in Section 6.5(1).

"**Removal Date**" shall have the meaning specified in Section 2.7(1).

"**Removal Notice**" shall have the meaning specified in Section 2.7(2)(a).

"**Removed Account**" shall mean an Account which becomes a Removed Account as provided under Sections 2.5(2), 2.7(3) and 8.2(4); provided, however, that if the account is thereafter added as an Account, then such account shall no longer be a Removed Account, except if thereafter removed and not added.

"**Reporting Day**" shall mean the last day of each month.

"**Reporting Period**" shall mean a period of days beginning on and including the day immediately following a Reporting Day and ending on and including the day that is the next succeeding Reporting Day and, when modified by the word "related" in respect of a particular Reporting Day, shall mean such period of days ending on and including such

particular Reporting Day and such particular Reporting Day shall be the Reporting Day for such Reporting Period.

"**Required Pool Amount**" shall mean, for a day, an amount equal to the greater of (a) the sum of all amounts, each of which is the product of (i) the amount that would be the Unadjusted Invested Amount of a Series for the day if calculated without regard to the proviso in the definition thereof; and (ii) the Required UIA Pool Percentage for such Series at such time, and, (b) the sum of all amounts, each of which is the product of (i) the Initial Invested Amount of each Series outstanding on such day; and (ii) the Required IA Pool Percentage.

"**Required IA Pool Percentage**" shall mean, with respect to a Series, the greater of 100.0% and the percentage specified therefor, if any, in the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement.

"**Required UIA Pool Percentage**" shall mean, with respect to a Series, the greater of 100.0% and the percentage specified therefor, if any, in the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement.

"**Requirements of Law**" shall mean any law, treaty, rule or regulation, or determination of an arbitrator or Governmental Authority, whether federal, provincial, territorial or local and, when used with respect to any Person, the certificate of incorporation and by-laws or other charter, constating or governing documents of such Person.

"**Retained Interest**" shall mean, at any time:

(a) the undivided co-ownership interest in and to the Account Assets owned by the Seller at such time, being the entire ownership interest in the Account Assets at such time other than the undivided co-ownership interests in and to the Account Assets owned by Co-Owners in relation to their Ownership Interests, and having a stated dollar amount equal to the Retained Interest Amount; and

(b) the undivided co-ownership interest in and to the Collection Account and in all investments of such deposits and the proceeds thereof, being the entire ownership interest in the Collection Account and all such investments and proceeds, other than the undivided co-ownership interests in and to the Collection Account and such investments and proceeds owned at the time by the Co-Owners in relation to their Ownership Interests,

and, for greater certainty, does not include any Ownership Interest which may be owned by the Seller.

"**Retained Interest Amount**" shall mean, on any day, the amount, if any, by which the Pool Balance on such day exceeds the Aggregate Ownership Amount on the day.

"**Revolving Period**" shall mean, with respect to a Series, a period of time commencing on the Closing Date for the Series to but not including the first day of the Accumulation Period or an Amortization Period in respect of the Series; provided, however, that if the

Amortization Period ends as described in Section 7.2, the Revolving Period will recommence as of the close of business on the day that such Amortization Period ends.

"**Seller**" shall mean CIBC, in its capacity as the seller of Ownership Interests as provided hereunder, and its successors in interest to the extent permitted hereunder.

"**Series**" shall mean a series of Ownership Interests (which, for greater certainty, may consist of a single Ownership Interest owned by a single Co-Owner), including all Additional Ownership Interests of such series, created under a Series Purchase Agreement and specified therein as Ownership Interests of the same Series, within which there may be one or more Classes.

"**Series Account**" shall mean, in respect of a Series, a deposit, trust, escrow or similar account maintained for the benefit of the Co-Owners of the Series or Class, as specified in the related Series Purchase Agreement, and, for greater certainty, includes the Accumulations Account for the Series.

"**Series Accumulation Percentage**" shall mean, in respect of a Series for and in respect of a Business Day during the Accumulation Period or the Amortization Period of the Series, the sum of:

(a) a fraction, expressed as a percentage, the numerator of which is equal to the product of:

(i) (x) the amount of Finance Charge Receivables for the immediately preceding Business Day, if any, divided by (y) the Collections for the day; and

(ii) the Unadjusted Invested Amount of the Series for the immediately preceding Business Day,

and the denominator of which is the Pool Balance for the immediately preceding Business Day; and

(b) a fraction, expressed as a percentage, the numerator of which is equal to the product of:

(i) (x) the Collections for the day minus the amount of Finance Charge Receivables for the immediately preceding Business Day, if any, divided by (y) the Collections for the day; and

(ii) the Invested Amount of the Series for the Reporting Day immediately preceding the earlier to occur of the Accumulation Commencement Day and the Amortization Commencement Day for the Series,

and the denominator of which is the Pool Balance for the Reporting Day immediately preceding the earlier to occur of the Accumulation Commencement Day and the Amortization Commencement Day for the Series.

"**Series Allocable Pool Income**" shall mean, in respect of a Series for a Reporting Period, an amount, which shall not be less than zero, equal to the lesser of:

(a) the Ownership Income Limitation for the Series for such Reporting Period; and

(b) the Ownership Income Requirement for the Series for such Reporting Period.

"**Series Enhancement Draws**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined pursuant to the related Series Purchase Agreement.

"**Series Enhancement Entitlement**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined in respect of the Reporting Period in accordance with the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement.

"**Series Enhancement Percentage**" shall mean, in respect of a Series for and in respect of a Business Day during the Accumulation Period or Amortization Period of the Series, the sum of:

(a) a fraction, expressed as a percentage, the numerator of which is equal to the product of:

(i) (x) the excess, if any, of Finance Charge Receivables over Pool Losses for the immediately preceding Business Day, if any, divided by (y) the Collections for the day; and

(ii) the Series Enhancement Entitlement of the Series for the immediately preceding Business Day,

and the denominator of which is the Pool Balance for the immediately preceding Business Day; and

(b) a fraction, expressed as a percentage, the numerator of which is equal to the product of:

(i) (x) the Collections for the day minus the amount of Finance Charge Receivables for the immediately preceding Business Day, if any, divided by (y) the Collections for the day; and

(ii) the Series Maturity Enhancement Entitlement of the Series;

and the denominator of which is the Pool Balance on the day on which the Invested Amount of the related Series has been reduced to zero.

"**Series Interest and Additional Funding Expenses**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined in respect of the Reporting Period in accordance with the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement.

"**Series Maturity Enhancement Entitlement**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined

in respect of the Reporting Period in accordance with the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement.

"**Series Pool Losses**" shall mean, in respect of a Series for a Reporting Period, an amount equal to the product of (a) the Floating Allocation Percentage for the Series for the Reporting Period, and (b) the Pool Losses such Reporting Period.

"**Series Purchase Agreement**" shall mean, with respect to any Series, a series purchase agreement executed and delivered in connection with the creation and Transfer of one or more Ownership Interests of such Series pursuant to Section 3.1 and, if applicable, the creation and Transfer of Additional Ownership Interests of such Series pursuant to Section 3.3, which sets forth, among other things, the Principal Terms of the Series, as amended, supplemented, restated or replaced and all amendments thereof and supplements thereto.

"**Series Revolving Percentage**" shall mean, in respect of a Series for or in respect of a Business Day during the Revolving Period of the Series, a fraction, expressed as a percentage, the numerator of which is the Unadjusted Invested Amount of the Series for the immediately preceding Business Day, and the denominator of which is the Pool Balance for such immediately preceding Business Day.

"**Series Termination Date**" shall have the meaning, with respect to a Series, specified in the related Series Purchase Agreement.

"**Servicer**" shall mean CIBC unless and until a Successor Servicer shall have been appointed pursuant to Section 8.5 and, after such appointment, the Successor Servicer from time to time.

"**servicer termination event**" shall have the meaning, with respect to a Series, specified in the related Series Purchase Agreement.

"**Servicer Termination Event**" shall have the meaning ascribed thereto in Section 8.5(2).

"**Specified Account Designation**" shall mean each of (i) a *Visa*-branded credit card account, (ii) a *MasterCard*-branded credit card account, and (iii) one or more other branding designations relating to credit card accounts specified by the Seller in writing for which the Rating Agency Condition is satisfied in respect of each such other designation's inclusion as a Specified Account Designation.

"**Specified Account Designation Entity**" shall mean each of (i) Visa Canada and VISA International, (ii) MasterCard International, and (iii) one or more other credit card associations or companies specified by the Seller in writing for which the Rating Agency Condition is satisfied in respect of such other entity's inclusion as a Specified Account Designation Entity.

"**Specified Account Designation Requirements**" shall mean, in respect of Accounts, the applicable rules and regulations (or corresponding applicable requirements) of the related Specified Account Designation Entity for credit card issuers of Credit Card Accounts with such designation, in effect from time to time.

"**Substituted Account**" shall mean an Eligible Credit Card Account that replaces an Account for which the Specified Account Designation of such Eligible Credit Card Account is different from such Account and such Eligible Credit Card Account is (i) in a Designated Portfolio, (ii) in existence, owned by the Seller and maintained and serviced by the Seller, the Servicer or any Person delegated responsibility by the Servicer as permitted by Section 8.1(3), (iii) not, and the Receivables thereunder are not, subject to any Lien or have not been sold to any other Person, (iv) payable in Canadian Dollars, and (v) an account that satisfies the additional criteria, if any, applicable to Accounts set forth in any Series Purchase Agreement or any Additional Property Agreement; for greater certainty, (i) the substitution of a Substituted Account for an Obligor's *MasterCard*-branded Credit Card Account, *Visa*-branded Credit Card Account or other Specified Account Designation Credit Card Account, as applicable, which is in a Designated Portfolio, shall not, for the purposes of this Agreement, constitute an addition of an Account subject to Section 2.8, a removal of an Account subject to Section 2.7, or an amendment to the terms and provisions of any Credit Card Agreement subject to Section 2.6(1)(g), and (ii) where the Seller establishes or re-establishes a *MasterCard*-branded Credit Card Account, a *Visa*-branded Credit Card Account or an other Specified Account Designation Credit Card Account, as the case may be, which is in a Designated Portfolio, in favour of an Obligor in addition to an existing Credit Card Account of the Obligor which is included as an Account, such established or re-established Credit Card Account shall not be a Substituted Account.

"**Successor Servicer**" shall have the meaning specified in Section 8.5(3).

"**Termination Notice**" shall have the meaning specified in Section 8.5(3).

"**this Agreement**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions shall mean this Agreement, as and from time to time amended, supplemented, modified or restated, including, with respect to any particular Series, as supplemented by the related Series Purchase Agreement as and from time to time amended, supplemented, modified or restated; provided, however, that the expressions "**Article**", "**Section**" and "**Schedule**" followed by a number shall mean the specified Article, Section or Schedule of this Agreement and, except if expressly stated otherwise, not to the provisions of any Series Purchase Agreement; and for greater certainty, the term "**including**" shall mean "**including without limitation**".

"**Transfer**" shall mean, in respect of specified property, the sale, transfer, assignment and conveyance thereof, and "Transfers", "Transferred" and "Transferring" shall have corresponding meanings when used as a verb or noun.

"**Transfer Date**" shall mean, in respect of a Series for a Reporting Period, the date specified as such in the related Series Purchase Agreement.

"**Transfer Deposit**" shall mean, in respect of a day, the funds deposited or required to be deposited into the Collection Account on the day (a) by the Seller pursuant to Section 2.5(4) in respect of the purchase by the Seller of a Series subject to purchase pursuant to Section 2.5(3), and (b) by a Person specified in a Series Purchase Agreement as being a Person who is entitled or required to make a Transfer Deposit on the day, and shall mean (i) in respect of any period of days, all such amounts received by the Servicer during such period, and (ii) in respect of any Business Day, all such amounts received

by the Servicer before the close of business on such day and after the close of business on the immediately preceding Business Day.

"**Unadjusted Invested Amount**" shall mean, with respect to a Series on the Closing Date of the Series, the Initial Invested Amount of the Series and for each day thereafter, a stated dollar amount on a day (which shall not be less than zero) which is equal:

(a) the Invested Amount of the Series for the immediately preceding Reporting Day (determined without reference to the proviso in the definition of Invested Amount or where the day occurs before the first Calculation Day for the Series, the Initial Invested Amount of the Series);

plus,

(b) the stated dollar amount to be added to the Unadjusted Invested Amount of the Series under Section 3.3(4) in respect of Additional Ownership Interests of the Series Transferred after the Reporting Day referred to in (a) above, to and including the day;

minus,

(c) the stated dollar amount of Collections and Transfer Deposits which are required to be deposited into the Accumulations Account or, if specified in the related Series Purchase Agreement, any other Series Account in respect of the Series pursuant to Sections 6.7(2), (3) and (4) during the period commencing after the Reporting Day referred to in (a) above, to and including the day (other than those deposits referred to in subparagraph (e) of the definition of "**Invested Amount**" for such period);

provided, however, that, if the Aggregate Ownership Amount on any day exceeds the Pool Balance on that day, the Unadjusted Invested Amount for a Series shall be equal to the product of (i) the Pool Balance on that day and (ii) a fraction the numerator of which is the Unadjusted Invested Amount of the Series on that day, and the denominator of which is the Aggregate Ownership Amount on that day, each as determined without reference to this proviso.

"**Visa Canada**" shall mean Visa Canada Corporation, an unlimited liability corporation incorporated under the laws of Nova Scotia, and its successors and assigns.

"**Visa International**" shall mean Visa Inc., a corporation incorporated under the laws of the State of Delaware, in the United States of America, and its successors and assigns.

"**Visa Manual**" shall mean the by-laws of Visa International and the operating regulations of Visa International and Visa Canada and all other relevant operating procedures, policies and standards relating to the Visa Canada payment network and such other materials that Visa International and/or Visa Canada may compile and identify as forming part of the Visa Manual, all as amended and updated from time to time.

"**Visa Service and License Agreements**" shall mean the agreements of the Seller with Visa Canada entitling the Seller to the continued non-exclusive right and privilege in

Canada to use and participate in the Visa Canada payment network, to receive the services provided therein and to use the trademarks of Visa Canada or its affiliates.

Section 1.2 Calculations.

All calculations and determinations of amounts pursuant to the provisions hereof and each Series Purchase Agreement and each Additional Property Agreement shall be made as of the close of business on the day as of which any such calculation or determination is to be made after posting all transactions in the Accounts for such day.

Section 1.3 Accounting Principles.

As used in this Agreement, any Additional Property Agreement and in any certificate or other document made or delivered pursuant hereto or thereto accounting terms not defined in this Agreement, any such Additional Property Agreement, or in any such certificate or other document and accounting terms partly defined in this Agreement, any such Additional Property Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under Canadian generally accepted accounting principles (including International Financial Reporting Standards). To the extent that the definitions of accounting terms in this Agreement, any such Additional Property Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under Canadian generally accepted accounting principles (including International Financial Reporting Standards), the definitions contained in this Agreement, any such Additional Property Agreement or in any such certificate or other document shall prevail.

Section 1.4 Currency.

Unless expressly provided to the contrary in this Agreement, all amounts expressed in terms of money refer to Canadian Dollars and any payment contemplated by this and any other document made or delivered pursuant hereto or thereto shall be made in such money by cash, certified cheque, wire transfer or any other method that provides immediately available funds. References to an “amount” shall mean a stated Canadian Dollar amount unless the context requires otherwise.

Section 1.5 Non-Business Days.

Unless expressly provided to the contrary in this Agreement, whenever any deposit or remittance to be made hereunder or under any Series Purchase Agreement shall be required to be made, any period of time would begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such deposit or remittance shall be made, such period of time shall begin or end, such calculation shall be made and such other actions shall be taken, as the case may be, on, or as of, or from a period ending on, the next succeeding Business Day.

Section 1.6 Reference to Statutes.

Unless expressly provided to the contrary in this Agreement, all references in this Agreement to any statute or any provision thereof shall include all regulations or policies made thereunder or in connection therewith from time to time, and shall include such statute or provision as the same may be amended, restated, re-enacted or replaced from time to time.

Section 1.7 Number and Gender.

Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Section 1.8 Schedules and Exhibits.

The following Schedules and Exhibits referred to herein and annexed hereto, or in the case of Schedules 1 and 2 as updated by the deliveries of revised or additional Schedules in accordance with Sections 2.1(2) and 6.2(2), are incorporated herein by reference and are deemed to be a part hereof:

Schedule 1 -	Description of Designated Portfolios
Schedule 2 -	Identification of the Collection Account
Exhibit “A” -	Form of Assignment of Undivided Co-Ownership Interests in Additional Accounts
Exhibit “B” -	Form of Opinion of Counsel with respect to creation and Transfer of Series
Exhibit “C” -	Form of Opinion of Counsel with respect to the Transfer of Undivided Co-Ownership Interests in Receivables under Additional Accounts

Section 1.9 Meaning of “related” and “applicable” for Certain Purposes.

The use of the words “related” or “applicable” immediately before a defined term is intended to modify the meaning of such terms to relate it to a thing, date or act referable or existing in relation to an Account, a Designated Portfolio, an Ownership Interest, Series, Class or Series Purchase Agreement, as the context requires.

Section 1.10 English Language.

The parties hereto acknowledge that this Agreement, each Additional Property Agreement and each document related hereto and thereto (whether or not any of such documents is also drawn up in French) has been drawn up in English at the express will of the parties. Les parties à ces présents conviennent que ces présents ainsi que tout document qui s’y rattache (incluant tout document rédigé en francais et en anglais) soient rédigés en langue anglaise à la volonté expresse des parties.

Section 1.11 General.

The division of this Agreement into Articles and Sections and the provision of a table of contents and list of Schedules and Exhibits and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement, any Series Purchase Agreement or any Additional Property Agreement. With respect to any Series, all terms used herein and not otherwise defined herein shall have meanings ascribed to them in the related Series Purchase Agreement.

Section 1.12 Custodian Acting as Agent.

In this Agreement or any Related Documents, any reference to a Transfer to or by the Custodian of any property, or the holding or ownership by the Custodian of any property,

instrument or other document shall be deemed to refer to any such Transfer, holding or ownership, as the case may be, to, by, for and on behalf of the Co-Owners and, if applicable, the Seller and other Person for whom the Custodian acts, in each case as agent hereunder or thereunder. It is acknowledged by the Seller and the Servicer that the Co-Owners, Entitled Parties and Agents shall be entitled to rely upon and shall be entitled to the benefit of all representations, warranties, covenants, certificates and reports made by the Seller and the Servicer to the Custodian hereunder. Except where the Custodian is specifically directed under this Agreement, any Series Purchase Agreement or any Related Document and subject to the provisions of this Section, any decision or exercise of discretion contemplated to be taken or made by the Custodian in this Agreement, any Series Purchase Agreement and any Related Documents, shall only be taken or made, and where an action is specifically directed to be taken or not taken by the Custodian under this Agreement, any Series Purchase Agreement or any Related Documents, taken or not taken, as the case may be, in the manner, at the times, in the circumstances, for the purposes and to the extent set forth herein, in each such instance upon a Co-Owner Direction and, in each case, in compliance with all other requirements relating to the entitlement to direct the Custodian set forth, in relation to a Series, in the related Series Purchase Agreement, Related Documents and in this Agreement. It is understood and agreed by all parties that the Custodian shall have no independent authority to contract on behalf of, or waive any rights of, the Co-Owners or the Seller and that any provision in this Agreement, any Series Purchase Agreement or any Related Documents which purports to confer decision-making authority or discretion to the Custodian shall not confer, and shall not be interpreted as conferring, discretion upon the Custodian for any purposes hereof or thereof. Without limiting the generality of the foregoing and notwithstanding any provision to the contrary set out herein, all of the provisions set forth in this Agreement or otherwise requiring the Custodian to transfer, deposit, invest or otherwise deal with any funds on behalf of the Seller, the Co-Owners or the other Persons who from time to time are parties to a Series Purchase Agreement shall be delegated by the Custodian to, and performed on behalf of the Custodian by, the Servicer.

Section 1.13 No Conflict With Series Purchase Agreements.

If any term or provision contained in this Agreement shall conflict or be inconsistent with any term or provision of a Series Purchase Agreement, the terms and provisions of the Series Purchase Agreement shall govern as the same relates to the Series created thereby; provided, however, that the terms and provisions of a Series Purchase Agreement may modify or amend the terms of this Agreement solely as applied to such Series and, except as expressly provided in this Agreement, shall not modify the rights, entitlements and benefits arising under this Agreement of the Co-Owners or Entitled Parties in respect of any other Series.

ARTICLE 2
THE ACCOUNT ASSETS

Section 2.1 Agreement of the Seller to Transfer Undivided Co-Ownership Interests in the Account Assets.

(1) The Seller hereby agrees to Transfer, pursuant to Series Purchase Agreements, without recourse (except as expressly provided herein or therein) and on a fully serviced basis, to the Persons who are from time to time Co-Owners (directly or through agents therefor), undivided co-ownership interests in all of the Seller's right, title and interest in, to and under the Account Assets existing on and after the applicable Closing Date. The foregoing Transfers do not constitute, and are not intended to result in, (a) the creation

of, or an assumption by the Custodian, any Co-Owner, any Agent or any Entitled Party of, any obligation of the Seller, the Servicer or any other Person in connection with the Accounts or the Account Assets or under any agreement or instrument relating thereto, including any obligation to any Obligors, merchants, banks, merchant clearance systems or insurers, (b) any obligation of the Seller or any other Person to repay indebtedness, or (c) the formation of any trust or partnership between the Seller and any other Person.

(2) The Seller represents and warrants to the Co-Owners that it has delivered to (a) the Custodian an encrypted computer file containing a true and complete list of all Accounts, the names and addresses of all related Obligors and the amount of Receivables owing under each such Account, in each case, as of the date specified as the cut-off date with respect to such Accounts, and (b) to the Co-Owner, or as the Co-Owner may otherwise direct, the decryption key relating thereto, all as more particularly described in the related Series Purchase Agreement. The Seller agrees to deliver to the Custodian, at its own expense, by no later than the Calculation Day relating to the Reporting Period in which either (a) an Account designated by the Seller becomes a Removed Account pursuant to Section 2.7(3), or (b) an Account is added pursuant to Section 2.1(3) or Section 2.8, an updated encrypted computer file containing a true and complete list of all such Accounts specifying for each such Account the applicable Removal Date or Reference Date, as the case may be, its account number or other account indicator and the names and addresses of all related Obligors. Such computer file or list, as supplemented from time to time to reflect Removed Accounts or Accounts added automatically by way of a Credit Card Agreement, or under Section 2.1(3) or Section 2.8, shall be delivered to the Custodian at the address specified in Section 12.4. The Custodian shall be under no obligation whatsoever to verify the accuracy or completeness of the information delivered from time to time.

(3) Provided that the Rating Agency Condition in relation to all Series shall have first been satisfied, the Seller may establish Credit Card Accounts in favour of a group of Obligors in connection with the acquisition or other assumption of a credit card business from one or more Persons, which accounts shall, at the time of their establishment by the Seller, become Accounts pursuant to paragraph (a) of the definition of "**Account**" in Section 1.1. Upon such accounts becoming "**Accounts**", the Seller shall be deemed to have represented and warranted to the Custodian, each Co-Owner and each Entitled Party as of the applicable addition date that (i) the Seller was not insolvent as of the addition date, shall not have been made insolvent by the Transfer resulting from the addition of such Accounts and is not aware of any pending insolvency of it, and (ii) the addition shall not result in the occurrence of an Amortization Event in respect of any Series. In such circumstances, subject to any applicable Requirements of Law or contractual limitations and provided that there is an agreement with, or approval (including deemed or automatic approval if such is valid under applicable Requirements of Law and binding on the Obligor) by, the applicable Obligor and the Rating Agencies, the Seller may:

(a) pay all or any portion of any balance owing by the Obligor under a pre-existing credit card account in consideration for the assumption by the Obligor of an equal amount of indebtedness thereupon owing under the newly established Credit Card Account; or

(b) if the Seller has acquired all right, title and interest in and to indebtedness owing by the Obligor under a pre-existing credit card account, credit all or any portion of

any balance owing under such pre-existing credit card account and debit the balance owing by the Obligor under the newly established Credit Card Account.

If a payment under (a) above, or a debiting and crediting under (b) above, is made by the Seller in relation to an Account, then the Seller, without further action, shall be considered to have automatically Transferred to the Co-Owners undivided co-ownership interests in the balance under such Account effective on the date of such payment or debiting and crediting, as applicable, and the balance under such Account shall be the Receivable thereunder and shall therefore form part of the Account Assets on such date. The foregoing shall not in any way relieve the Seller of any of the requirements of this Agreement, any Series Purchase Agreement or any Additional Property Agreement in relation to the establishment of Accounts, the extension of credit thereunder or the maintenance thereof, including pursuant to Section 2.6(1).

Section 2.2 Acceptance by Custodian; Appointment of Custodian.

(1) The Seller hereby delivers to, and deposits with, the Custodian, as agent and bailee for and on behalf of the Seller, all of the Seller's present and future right, title and interest in, to and under the Account Assets under the Accounts existing from time to time, and the Seller hereby agrees to deliver to and deposit with the Custodian all of its right, title and interest in, to and under the Account Assets under Accounts added by it from time to time.

(2) The Custodian agrees to act as the agent and bailee of the Co-Owners, the Seller and the other Persons who from time to time are parties to Series Purchase Agreements and to perform the functions and services and exercise the authority conferred on it by such Co-Owners, the Seller and such other Persons pursuant to this Agreement. Subject to the terms and conditions hereof, the Custodian hereby acknowledges its acceptance of (in the case of the Seller) and its agreement to accept hereafter (in the case of the Co-Owners), as agent and bailee for and on behalf of the Seller, the Co-Owners and such other Persons, delivery and deposit of all of the Seller's, the Co-Owners' and such other Persons' present and future right, title and interest in, to and under the Account Assets.

(3) In connection with and in furtherance of the Transfers contemplated under Section 2.1(1) and provided for under Series Purchase Agreements, and in order to better achieve the purposes hereof, each of the Co-Owners, by its purchase of an Ownership Interest and without further action, the Seller and each other Person who from time to time is party to a Series Purchase Agreement by becoming a party thereto and without any requirement for further action, hereby irrevocably appoints, empowers and instructs the Custodian to hold and possess the Account Assets as its agent, for and on its behalf as a tenant-in-common and authorizes, empowers and instructs the Custodian to take, in its own name or in the name of the Co-Owners, the Seller and the other Persons who from time to time are parties to Series Purchase Agreements, or any of them, all actions and exercise on behalf of the Co-Owners, the Seller and the other Persons who from time to time are parties to Series Purchase Agreements or any of them all rights of such Persons specifically contemplated by this Agreement or any Series Purchase Agreement and to perform the duties and functions contemplated herein, under any Series Purchase Agreement and in relation to all contractual rights and remedies afforded to the Custodian under this Agreement or any Series Purchase Agreement and all Related Documents, in all respects in a manner consistent with the terms and subject to the applicable provisions hereof and thereof. Except as expressly set forth in this

Agreement, the authority of the Custodian to take such actions, exercise such rights and perform such duties and functions shall be exclusive and may not be taken by any other Person. Each Co-Owner, the Seller and each other Person who is a party to a Series Purchase Agreement hereby irrevocably authorizes, empowers and instructs the Custodian to execute and deliver on its behalf, as attorney-in-fact or otherwise, all such documents and instruments as may be necessary or desirable to accomplish the foregoing.

(4) The Custodian hereby agrees not to disclose to any Person any of the portfolio or account information delivered to it pursuant to Section 2.1(2) or other information provided to it by the Seller, except (a) to a Successor Servicer or as required by applicable Requirements of Law, (b) in connection with the performance of the Custodian's duties hereunder, (c) in enforcing the rights of Seller, Co-Owners and other Persons who are parties to a Series Purchase Agreement or (d) in connection with making and/or renewing the registrations and filings described under Section 3.10 or made in connection with any Series Purchase Agreement or Related Securities. The Custodian agrees to take such measures as shall be reasonably requested by the Seller to protect and maintain the security and confidentiality of such information and, in connection therewith, shall allow the Seller to inspect the Custodian's security and confidentiality arrangements from time to time during the Custodian's business hours. The Custodian shall provide the Seller with notice five Business Days prior to disclosure of any information of the type described in this Section 2.2(4) in relation to accounts which have been included as Accounts by the Seller.

(5) The Custodian, in such capacity, shall have no power to create, assume or incur indebtedness or other liabilities relating to the Account Assets or to Transfer or otherwise deal with the Account Assets or any part or interest therein, other than as contemplated in this Agreement and, in relation to a Series, subject to Section 1.13, in the related Series Purchase Agreement. It is understood and agreed by the Custodian, on the one hand, and the Account Pool Owners, on the other hand, that the relationship between them is that of agent/bailee and principal/bailor and that this Agreement does not create, and should not be construed as creating, any trust.

Section 2.3 Representations and Warranties of the Seller Relating to the Seller.

(1) The Seller hereby represents and warrants to the Co-Owners, the Custodian and each Entitled Party, if any, on a continuous basis (except if expressly stated to apply to a specified time or day or times or days) that.

(a) **Organization and Good Standing**. The Seller is a chartered bank resident in Canada within the meaning of the *Income Tax Act* (Canada), is validly existing under the laws of its jurisdiction of organization or incorporation and has, in all material respects, full power and authority to own its properties and conduct its business as presently owned or conducted, and to execute, deliver and perform its obligations under this Agreement, each Series Purchase Agreement and each Related Document.

(b) **Due Qualification**. The Seller is duly qualified to do business and has obtained all necessary licences and approvals in each jurisdiction in which failure to so qualify or to obtain such licences and approvals would render any Credit Card Agreement relating to an Account or any Receivable unenforceable by the Seller

or would have a material adverse effect on the rights of the Custodian, any Co-Owner or any Entitled Party hereunder, under any Series Purchase Agreement or any Related Document; provided, however, that no representation or warranty is made with respect to any qualifications, licences or approvals which the Custodian, any Successor Servicer, any Co-Owner or any Entitled Party would have to obtain to do business in any jurisdiction in which the Custodian, Successor Servicer, Co-Owner or Entitled Party seeks to enforce directly any Account or any Receivable if and to the extent permitted hereunder.

(c) **Due Authorization**. The execution and delivery of this Agreement and each Series Purchase Agreement and each Related Document by the Seller and the consummation by the Seller of the transactions provided for in this Agreement, each Series Purchase Agreement and each Related Document, have been duly authorized by all necessary corporate action on the part of the Seller.

(d) **No Conflict**. As of the applicable Closing Date and the date of execution of each Series Purchase Agreement and any Additional Property Agreement, the execution and delivery by the Seller of this Agreement, each Series Purchase Agreement and each Related Document, the performance of the transactions contemplated by this Agreement, each Series Purchase Agreement and each Related Document and the fulfilment of the terms hereof and thereof applicable to the Seller, will not conflict with or violate any Requirements of Law applicable to the Seller (except where failure to comply would not materially adversely affect the ability of the Seller to comply with the terms of this Agreement, an applicable Series Purchase Agreement, or any Related Document) or conflict with, or result in any breach of any of the material terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under any contract, agreement or other instrument to which the Seller is a party or by which it or its properties are bound.

(e) **No Proceedings Relating to the Agreement, Series Purchase Agreement and Related Documents**. As of the applicable Closing Date and the date of execution of each Series Purchase Agreement and any Additional Property Agreement, there are no proceedings or, to the knowledge of the Seller, investigations, pending or threatened against the Seller before any Governmental Authority:

(i) asserting the invalidity of this Agreement, the applicable Series Purchase Agreement or any of the Related Documents;

(ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, the applicable Series Purchase Agreement or any of the Related Documents; or

(iii) seeking any determination or ruling,

that, in the reasonable judgment of the Seller, would materially and adversely affect the performance by the Seller of its material obligations under this Agreement, the applicable Series Purchase Agreement or any of the Related Documents, or the validity or enforceability of this Agreement, the applicable Series Purchase Agreement or any of the Related Documents other than, in

relation to each Closing Date, such proceedings or investigations as are expressly disclosed in the applicable Series Purchase Agreement or Additional Property Agreement, as the case may be.

(f) **All Consents**. As of the applicable Closing Date, all authorizations, consents, orders or approvals of, or registrations or declarations with, any Person, including, without limitation, any Governmental Authority required to be obtained, effected or given by the Seller in connection with the execution and delivery by the Seller of this Agreement, the applicable Series Purchase Agreement and each Related Document, the performance of the transactions contemplated by this Agreement, the applicable Series Purchase Agreement and each Related Document by the Seller, and the fulfilment of the terms hereof and thereof by the Seller have been duly obtained, effected or given and are in full force and effect.

(2) The representations and warranties set forth in this Section 2.3 shall survive the Transfers of undivided co-ownership interests in the Account Assets to the Co-Owners. Upon discovery by the Seller, the Servicer, the Custodian or any Agent of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other parties and each Entitled Party.

Section 2.4 Representations and Warranties of the Seller Relating to this Agreement, any Series Purchase Agreement and the Receivables

(1) The Seller hereby represents and warrants to the Co-Owners, the Custodian and each Entitled Party, if any, on a continuous basis (except if expressly stated to apply to a specified time or day or times or days) that:

(a) **Legal, Valid and Binding Obligation**. As of the applicable Closing Date or Reference Date, each of this Agreement, the Series Purchase Agreements and the Related Documents to which it is a party constitutes a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors from time to time in effect and except as such enforceability may be limited generally by principles of equity.

(b) **List of Accounts Accurate and Complete**. As of the date hereof and, hereafter, as of the applicable Portfolio Designation Date pursuant to Section 2.9, Schedule 1 to this Agreement, as amended and supplemented to such date as provided under Section 2.9, contains an accurate description of each Designated Portfolio. As of the date hereof and, hereafter, as of the applicable date of delivery pursuant to Section 2.1(2), the Account information, as amended and supplemented to such date as provided under Section 2.1(2), contains an accurate description of all Accounts established by the Seller as of the date hereof and, hereafter, as of the applicable date of delivery pursuant to Section 2.1(2), and the information contained therein with respect to the identity of such Accounts, the related Obligors and the Receivables existing thereunder is true and accurate in all material respects as of the date hereof or the applicable date of delivery pursuant to Section 2.1(2), as the case may be.

(c) **Title and No Adverse Claims**. On the Closing Date, the Seller has good and marketable title to the Account Assets and immediately prior to any Credit Card

Account becoming an "**Account**" hereunder, the Seller will have good and marketable title to such account. The applicable undivided co-ownership interests in the Account Assets have been Transferred to the Co-Owners free and clear of any Liens and adverse claims.

(d) **All Consents Obtained**. Subject to Section 3.10, all authorizations, consents, orders or approvals of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given by the Seller in connection with the Transfer of undivided co-ownership interests in the portion of the Account Assets relating to Accounts established by the Seller have been duly obtained, effected or given and are in full force and effect.

(e) **No Claims**. Except as otherwise expressly provided in this Agreement, any Series Purchase Agreement or any Additional Property Agreement, neither the Seller nor any Person claiming through or under the Seller has any interest in or claim to the Collection Account, any Accumulations Account or any Additional Property.

(f) **Eligible Accounts**. On the applicable Reference Date, (i) each Eligible Credit Card Account complies, in all material respects, with all applicable Requirements of Law, and (ii) each Account satisfied the eligibility criteria set forth in the definition of "**Account**" and is not subject to any right of set-off, right of rescission, counterclaim or other defense other than those arising out of or under applicable bankruptcy, insolvency or other similar laws affecting the rights of creditors or under the principles of equity.

(g) **Registrations**. Subject to Section 3.10, financing statements and all other applicable instruments or documents have been filed or registered under each applicable PPSA as may be necessary to preserve, protect and perfect the Transfers to the Co-Owners of undivided co-ownership interests in the portion of the Account Assets relating to Accounts established by the Seller at the times and in the manner required under this Agreement.

(h) **Specified Account Designation Requirements.** To the extent that the Accounts include Credit Card Accounts of a Specific Account Designation, the Seller is a general member, licensee or customer in good standing of such Specified Account Designation Entity and is legally bound to perform the obligations of, and entitled to receive the benefits of, a general member, licensee or customer, in each case, as set forth in the applicable Specified Account Designation Requirements. To the best of the Seller's knowledge, the obligations of the other members or licensees of the applicable Specified Account Entity which may be owing to the Seller from time to time under Specified Account Designation Requirements are enforceable against each such Person in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the rights of creditors from time to time in effect and except as such enforceability may be limited generally by principles of equity. To the best of the Seller's knowledge, it has not violated any of the applicable Specified Account Designation Requirements in any manner which, in the reasonable opinion of the Seller, would materially and adversely affect the performance by the Seller of its material obligations under this Agreement, the applicable Series Purchase Agreement or any Related

Document and it is not aware of any current or pending review of its membership or licence thereunder.

(2) The representations and warranties set forth in this Section 2.4 shall survive the Transfers of undivided co-ownership interests in the Account Assets to the Co-Owners. Upon discovery by the Seller, the Servicer, the Custodian or any Agent of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other parties and each Entitled Party.

Section 2.5 Mandatory Purchase of Account Assets and Ownership Interests.

(1) If (a) any representation or warranty made by the Seller in Section 2.1(2) or 2.1(3) or Section 2.4(1)(b), (c), (d), (f), (g) or (h) is found to have been incorrect when made and such incorrect representation or warranty has a material adverse effect on the value or collectability of the Account Assets under any Accounts (which determination shall be made without regard to whether funds are then available to any Co-Owner in respect of any Additional Property relating to a Series), and continues to be incorrect or unremedied, and continues to have such a material adverse effect, for a period of 30 days (or such shorter period which may be specified in a Series Purchase Agreement) after delivery by the Custodian, any Agent, any Entitled Party or a Co-Owner of written notice thereof to the Seller, (b) it is so provided in Section 2.6(1)(a), or (c) it is so provided in a Series Purchase Agreement in relation to the inaccuracy of a representation and warranty or the failure to comply with a covenant set forth therein which adversely affects the Account Assets under any Accounts, then the Seller shall deposit the amount referred to in Section 2.5(2) in respect of the affected Account Assets under such Accounts on or before the expiry of such 30 day (or shorter) period.

(2) The amount to be deposited by the Seller in respect of affected Account Assets referred to in Section 2.5(1) shall be equal to the sum of the outstanding amounts of all Receivables (including the affected Receivable) under the related Account two Business Days prior to the date of such deposit and shall be paid by the Seller to the Servicer and, subject to Sections 6.3(1) and 6.3(2), deposited by the Servicer into the Collection Account, which amount shall be deemed to be a Collection of such Receivable. Upon such payment by the Seller, the related Account shall become a Removed Account and all of the right, title and interest of the Co-Owners in and to the Account Assets thereunder shall automatically and without further notice or action be Transferred to the Seller. The Custodian shall execute such documents and instruments of transfer, assignment, release, reconveyance or discharge, as the case may be, and take such other actions as may be reasonably requested by the Seller to effect the Transfer to the Seller of such Account Assets pursuant to this Section 2.5(2). The obligation of the Seller to make such payment for the Account Assets, and of the Servicer to make such deposits into the Collection Account as provided in this Section 2.5(2), shall constitute the sole remedy respecting the event giving rise to such obligation available to the Co-Owners and any Entitled Party, except as provided in Section 9.3.

(3) If (a) any representation or warranty of the Seller set forth in Section 2.3(1)(a) or (c) or Section 2.4(1)(a) or (e) is incorrect and such incorrect representation or warranty has a material adverse effect on one or more Series or the entitlement of Co-Owners of such Series to the Collections therefrom (which determination shall be made without regard to whether funds are then available pursuant to any Additional Property relating to such Series), or (b) it is so provided in a Series Purchase Agreement of a Series in relation to

the inaccuracy of a representation or warranty of the Seller set forth therein, then, by written notice delivered to the Seller, the Servicer, any related Agent and any related Entitled Party, the Custodian, if so directed by a Co-Owner Direction by Co-Owners of such Series, shall direct the Seller to purchase, and the Seller shall purchase on the terms set forth in Section 2.5(4), below, the Ownership Interests of such Series if such incorrect representation and warranty remains incorrect or unremedied, and continues to have such a material adverse effect, for a period of 30 days (or such shorter period which may be specified in a Series Purchase Agreement) after delivery of such written notice.

(4) The Seller shall pay to the Servicer, and, subject to Sections 6.3(1) and 6.3(2), the Servicer shall deposit into the Collection Account as a Transfer Deposit, in immediately available funds not later than 12:00 noon, Toronto time, two Business Days following the first Calculation Day following the month in which the purchase obligation in Section 2.5(3) arises, in payment for such purchase, an amount equal to the sum of the Invested Amounts of each Series being purchased as determined on the Reporting Day for the Reporting Period relating to such Calculation Day, plus the amount that would have been the Ownership Income Requirement in relation to such Series for the period from but not including such Reporting Day to and including the date of payment in full of the aggregate purchase price (minus the portion of such Ownership Income Requirement that relates to Pool Expenses to be borne by the Co-Owners of the Series in relation to such period pursuant to Section 3.8). The obligation of the Seller to make such purchase pursuant to this Section shall constitute the sole remedy respecting the event giving rise to such obligation available to the Co-Owners and any Entitled Parties, except as provided in Section 9.3.

Section 2.6 Covenants of the Seller.

(1) The Seller hereby covenants that:

(a) **Receivables Not To Be Evidenced by Instruments**. Except in connection with its enforcement or collection of an Account, the Seller will take no action to cause any Receivable to be evidenced by any instrument, security or chattel paper (as such terms are defined in the Personal Property Security Act (Ontario)) and if any Receivable is so evidenced the Seller shall purchase such Receivable in accordance with Section 2.5(1).

(b) **Security Interests**. Except for the Transfers hereunder or, in relation to the Retained Interest, as not otherwise restricted under Section 2.6(1)(c), the Seller will not Transfer to any other Person, or grant, create, incur or assume any Lien on, any Account Asset under an Account or in respect of the Collection Account (or any investments of any deposits therein or the proceeds thereof), whether now existing or hereafter created, or any interest therein, and the Seller shall defend the right, title and interest of the Co-Owners therein, thereto and thereunder, whether now existing or hereafter created, against all claims of third parties claiming through or under the Seller.

(c) **Seller's Interest**. Except in connection with (i) any transaction permitted by Section 9.4 or (ii) Transfers with respect to which the Rating Agency Condition shall have been satisfied, the Seller agrees not to Transfer the portion of the

Retained Interest owned by it and any such attempted Transfer shall, subject to any applicable Requirements of Law, be void.

(d) **Delivery of Collections**. If the Seller receives Collections, including in respect of Recoveries, the Seller agrees to pay the Servicer all such Collections as soon as practicable after receipt thereof.

(e) **Notice of Liens**. The Seller shall notify the Custodian, any Agent and each Entitled Party promptly after becoming aware of any Lien on any Account Assets under any Account or on the Collection Account.

(f) **Notation of Delivery and Deposit with Custodian**. The Seller shall indicate generally in its computer files or other records that its right, title and interest in Receivables under Accounts established by it have been delivered to and deposited with the Custodian pursuant to this Agreement and, prior to the Transfer to a third party of any interest in any receivable owing under a Credit Card Account established by it, or the granting of a Lien in respect thereof, the Seller shall examine its computer files or other records to determine whether such receivables are Receivables.

(g) **Changes to Terms of Accounts, Credit Card Agreements and Credit Card Business**. Subject to compliance with all applicable Requirements of Law, the Seller may change the terms and provisions of any or all of the Accounts established by it, the terms and provisions of the Credit Card Agreements related thereto and its practices and procedures relating to the operation of its credit card business in relation to credit card accounts established by it within Designated Portfolios, in each case in any respect whatsoever (including the calculation of the amount and the timing of delinquencies, write offs, credit, finance or service charges and other fees or amounts charged or assessed with respect thereto or in connection therewith and the designation or name of the applicable credit card or credit cards) only if such change is made:

(i) to comply with changes in applicable laws;

(ii) so that the terms and provisions of the Accounts, Credit Card Agreements or such practices and procedures are, in the opinion of the Seller acting reasonably, competitive with those currently available to customers of its competitors or, in the opinion of the Seller acting reasonably, will be competitive with those which are expected to be made available by its competitors or otherwise in a manner with respect to which the Rating Agency Condition shall have been satisfied;

(iii) applicable to the comparable segment of credit card accounts, if any, owned or serviced by the Seller which have, in the opinion of the Seller acting reasonably, the same or substantially similar credit characteristics as the Accounts which are the subject of such change, and for such purpose the holding by the Seller of all or a portion of the Retained Interest shall be deemed to constitute a comparable segment of credit card accounts owned or serviced by the Seller; or

(iv) in any other manner which, in the opinion of the Seller acting reasonably, is not materially detrimental to the interests of the Co-Owners or any Entitled Party.

(h) **Information Provided to Rating Agencies**. The Seller will use its best efforts to cause all information provided to any Rating Agency pursuant to this Agreement, each Series Purchase Agreement and any Additional Property Agreement or in connection with any action required or permitted to be taken hereunder or thereunder to be complete and accurate in all material respects.

(i) **Maintenance of Good Standing, and Qualifications**. Except as permitted pursuant to Section 9.4, the Seller shall maintain its corporate existence, its corporate power and authority and all licences and approvals necessary to perform its obligations under this Agreement, each Series Purchase Agreement and each Related Document, except if the failure to do so would not have a material adverse effect on the rights of the Custodian, any Co-Owner or any Entitled Party hereunder or thereunder.

(j) **Credit Card Organizations**. The Seller shall, to the extent applicable to the Accounts owned, established or serviced by it, use its best efforts to preserve its rights under the Visa Service and License Agreements, the MasterCard Service and License Agreements and any other similar entity's or organization's system relating to any other type of Credit Card Accounts included by it as Accounts.

Section 2.7 Removal of Accounts.

(1) The Seller may designate one or more Accounts (each, a "**Designated Account**"), which, subject to the following conditions, shall cease to be Accounts from and after a specified day (the "**Removal Date**"):

(a) the Seller shall deliver to the Custodian, each Co-Owner, each Agent, each Entitled Party, and each Rating Agency a written notice (a "**Removal Notice**") specifying the account numbers of the Designated Accounts and the Removal Date which shall be not less than 5 Business Days following the delivery of such notice;

(b) the Seller shall be deemed to represent and warrant to the Custodian, each Co-Owner and each Entitled Party as of the applicable Removal Date that in its reasonable belief the removal of the Designated Accounts on the Removal Date will not cause an Amortization Event to occur in respect of any Series or cause the Pool Balance to be less than the Required Pool Amount;

(c) the Seller shall determine, as of the close of business on the Business Day preceding a Removal Date, the outstanding balance, if any, of the Receivables under such Designated Accounts as of the close of business on the Business Day preceding the Removal Date (the "**Designated Balance**") and deliver to the Custodian on the Removal Date a list specifying the account numbers of such Designated Accounts and the Designated Balances thereof;

(d) on or before the fifth Business Day following the Removal Date, the Seller shall deliver an updated list of Accounts in accordance with Section 2.1(2);

(e) the Rating Agency Condition with respect to all Series and the Related Securities shall have been satisfied in respect of the proposed removal of Accounts;

(f) except for the Designated Accounts described in Section 2.7(1)(g), Designated Accounts shall be selected on a random basis by the Seller;

(g) the Seller may designate Designated Accounts as provided in and subject to the terms hereof without being subject to the restrictions set forth in Section 2.7(1)(f), if the Designated Accounts are designated in response to a third party's action or decision not to act (including, without limitation, any Obligor allowing an Account to become a Defaulted Account or an Inactive Account) and not the unilateral action of the Seller; and

(h) there shall be no more than one Removal Date during any calendar month.

(2) If the Seller designates one or more Accounts under Section 2.7(1) to be Designated Accounts on a specified Removal Date, then the Seller shall either:

(a) pay on behalf of the applicable Obligors the Designated Balance of such Designated Accounts, or

(b) purchase the Account Assets thereunder,

in each case by, subject to Section 6.3, depositing cash in an amount equal to the Designated Balance into the Collection Account on or prior to the second Business Day after the Removal Date, which amounts shall be deemed to be Collections for the day so deposited or required to be so deposited, whereupon each such Designated Account shall become a Removed Account, all of the right, title and interest of the Co-Owners in and to the Account Assets under the Designated Accounts shall automatically and without further action be Transferred to the Seller and the Custodian shall execute as agent on behalf of all Co-Owners, if applicable, and Entitled Parties and is hereby so authorized by such Persons, such documents and instruments of transfer or assignment and take such actions as may reasonably be required by the Seller to effect the Transfer to the Seller of the interest of the Co-Owners in the Account Assets under the Designated Accounts.

Section 2.8 Additional Accounts.

(1) If the Pool Balance is less than the Required Pool Amount as of a Reporting Day for a Reporting Period (after giving effect to the calculations, allocations, remittances, deposits and adjustments to be made on each day during such Reporting Period), as determined on the related Calculation Day, the Seller shall, on or prior to the close of business on the tenth day (the "**Required Identification Date**") following such Calculation Day, to the extent such accounts are available and are not Accounts on such date, designate Credit Card Accounts within a Designated Portfolio to be included as Additional Accounts as of the Required Identification Date or any earlier date and Transfer undivided co-ownership interests in the related Account Assets to the Co-Owners such that, after giving effect to such designation, the Pool Balance as of the close of business on the Required Identification Date is at least equal to the Required Pool Amount. The Seller shall satisfy the conditions specified in Section 2.8(3) in designating such Additional Accounts and Transferring undivided co-ownership interests

in the related Account Assets to the Co-Owners, but shall not be subject to the quantitative limits specified in Section 2.8(2) with respect to Additional Accounts. For greater certainty, the failure of the Seller to designate Additional Accounts and Transfer undivided co-ownership interests in the related Account Assets to the Co-Owners as provided in this Section solely as a result of the unavailability thereof or any limitation on the Seller's ability to make such designation and Transfer shall not constitute a breach of this Agreement; provided, however, that any failure to otherwise remedy the Required Pool Amount deficiency will nevertheless result in the occurrence of an Amortization Event in respect of a Series if the related Series Purchase Agreement so provides.

(2) The Seller may from time to time, in its sole discretion, subject to the conditions specified in Section 2.8(3) voluntarily designate Credit Card Accounts established in a related Designated Portfolio, to the extent such Credit Card Accounts are available and are not Accounts on such Addition Date, to be included as Additional Accounts as of the applicable Addition Date and thereby Transfer to the Co-Owners undivided co-ownership interests in the Account Assets of such Additional Accounts existing on and after a specified Addition Cut-Off Date; provided, however, that, except if each Rating Agency otherwise consents,

(i) the sum of:

(x) the outstanding balance of Receivables under such accounts to be added on such Addition Date, calculated as of the specified Addition Cut-Off Date; and

(y) the outstanding balance of Receivables under accounts previously added as Additional Accounts (including accounts required to be added as Additional Accounts under Section 2.8(1)) at any time during the three months preceding such Addition Cut-Off Date, calculated for each such Account as of the applicable Addition Cut-Off Date for such Account,

shall not exceed 15.0% of the Pool Balance on the first day of such three month period;

(ii) the sum of:

(x) the outstanding balance of Receivables under such accounts to be added on such Addition Date, calculated as of the specified Addition Cut-Off Date; and

(y) the outstanding balance of Receivables under accounts previously added as Additional Accounts (including accounts required to be added as Additional Accounts under Section 2.8(1)) at any time during the twelve months preceding such Addition Cut-Off Date, calculated for each such Account as of the applicable Addition Cut-Off Date for such Account,

shall not exceed 20.0% of the Pool Balance on the first day of such twelve month period;

(iii) the sum of:

(x) the number of Accounts to be added on such Addition Date, determined as of the specified Addition Cut-Off Date; and

(y) the number of Accounts previously added as Additional Accounts (including accounts required to be added as Additional Accounts under Section 2.8(1)) at any time during the three months preceding such Addition Cut-Off Date, determined as of the applicable Addition Cut-Off Date for such Account,

shall not exceed 15.0% of the number of Accounts on the first day of such three month period; and

(iv) the sum of

(x) the number of Accounts to be added on such Addition Date, determined as of the specified Addition Cut-Off Date; and

(y) the number of Accounts previously added as Additional Accounts (including accounts required to be added as Additional Accounts under Section 2.8(1)) at any time during the twelve months preceding such Additional Cut-Off Date, determined as of the applicable Addition Cut-Off Date for such Account,

shall not exceed 20.0% of the number of Accounts on the first day of such twelve month period.

(3) Undivided co-ownership interests in the Account Assets of an Additional Account under Section 2.8(1) or Section 2.8(2) shall automatically and without further action be Transferred to the Co-Owners, effective on a date (the "**Addition Date**"), in the case of accounts required to be added as Additional Accounts under Section 2.8(1), which is the Required Identification Date or such earlier date as is specified by the Seller, and, in the case of other accounts to be added as Additional Accounts, which is specified in a written notice (the "**Addition Notice**") specifying the Addition Cut-Off Date and the Addition Date for such Additional Account, provided by the Seller to the Custodian, the Servicer, each Agent, each Entitled Party and each Rating Agency on or before the tenth Business Day prior to the related Addition Date, only if the following conditions are satisfied:

(a) except in the case of accounts required to be added as Additional Accounts under Section 2.8(1), the Seller shall have given the Custodian, the Servicer, each Agent, each Entitled Party and each Rating Agency an appropriate Addition Notice (unless such notice requirement is otherwise waived by such Persons) in accordance with this Section;

(b) on or before the Addition Date, the Seller shall deliver:

(i) to the Custodian, each Agent and each Entitled Party, an Officers' Certificate confirming that, subject to Section 3.10, the financing statements and all other applicable instruments or documents have been

filed or registered under each applicable PPSA as may be necessary to preserve, protect and perfect the Transfer to the Co-Owners of undivided co-ownership interests in the Account Assets of such Additional Accounts, as applicable; and

(ii) to the Custodian and each Agent, a duly executed Assignment;

(c) the Additional Account shall be an "**Account**" on the related Addition Cut-Off Date and no selection procedures believed by the Seller to be materially adverse to the Co-Owners' or any Entitled Party's interests in the Asset Accounts were used in selecting such Additional Accounts;

(d) to the extent required by Section 6.3, the Seller shall have paid to the Servicer, and the Servicer shall have deposited into the Collection Account on the related Addition Date, an amount equal to the amount of all payments received by the Seller from or on behalf of Obligors under such Additional Account (as adjusted for NSF cheques, payment reversals and similar payment reconciliations) and any insurance proceeds with respect to such Additional Account from the Addition Cut-Off Date to and including the Addition Date, which amount shall be deemed to be a Collection on the Addition Date;

(e) as of each of the Addition Cut-Off Date and the Addition Date, the Seller was not insolvent, shall not have been made insolvent by the Transfer resulting from the designation of such Additional Account and is not aware of any pending insolvency;

(f) the addition of such Additional Account shall not result in the occurrence of an Amortization Event in respect of any Series; and

(g) the Seller shall have delivered to the Custodian, each Agent and each Entitled Party an Officer's Certificate (upon which, in the absence of knowledge to the contrary, they shall be entitled conclusively to rely without making inquiries with regard to the matters set forth therein and without liability in so relying), dated as of the Addition Date, confirming that, to the extent applicable,

(i) the items set forth in Sections 2.8(3)(c) through (f), above, are true and correct in all material respects as of the Addition Date and, in the case of the item set forth in Section 2.8(3)(e), as of the Addition Cut-Off Date;

(ii) the Seller reasonably believes that the addition of such Additional Account will not result in the occurrence of an Amortization Event in respect of any Series; and

(iii) the Seller has complied with all requirements of this Agreement in respect of the Transfer of undivided co-ownership interests in Account Assets in such Additional Account.

(4) On or before January 31 and July 31 of each year, each Seller must cause to be delivered to the Custodian, each Agent, each Entitled Party and each Rating Agency an Opinion of Counsel substantially in all material respects in the form of or as contemplated by Exhibit "C" or in such other form as satisfies the Rating Agency

Condition in relation to all Series with respect to the Transfer and perfection of the Transfer of undivided co-ownership interests in the Account Assets under Additional Accounts, if any, added as Accounts by it during the immediately preceding six month period.

Section 2.9 Designation of Designated Portfolios.

(1) Nothing in this Agreement shall limit the ability of a Seller to establish, extend credit under and otherwise deal with one or more additional Credit Card Accounts, the related terms and conditions of which are different than those governing the accounts that comprise a Designated Portfolio; provided, however, that any Portfolio of such accounts shall not be a Designated Portfolio unless and until the conditions specified in Section 2.9(2) or (3), as applicable, have been satisfied with respect to such Portfolio.

(2) The Seller may from time to time, in its sole discretion, subject to the conditions specified in this Section 2.9(2), voluntarily designate a Portfolio of such Seller to be a Designated Portfolio from and after a specified Reporting Day (the "**Portfolio Designation Date**"). A Portfolio may only be designated by the Seller as a Designated Portfolio pursuant to this Section 2.9(2) if the following conditions are satisfied:

(a) the Seller shall have delivered a written notice (the "**Portfolio Designation Notice**") to the Custodian, the Servicer, each Agent, each Entitled Party and each Rating Agency on or before the fifteenth Business Day prior to the Reporting Day specified therein as the "**Portfolio Designation Date**". The Portfolio Designation Notice shall:

(i) specify the Portfolio to be designated by the Seller as a Designated Portfolio;

(ii) specify the Portfolio Designation Date; and

(iii) provide for the amendment of Schedule 1 to this Agreement to effect the designation of the Portfolio as a Designated Portfolio upon the satisfaction of the conditions specified in this Section 2.9(2) and the execution and delivery of the Portfolio Designation Notice by the Seller;

(b) the Seller shall deliver, together with the related Portfolio Designation Notice, a true copy of the Credit Card Agreement or Credit Card Agreements governing the Credit Card Accounts comprising the Portfolio to which the Portfolio Designation Notice relates;

(c) the Rating Agency Condition in relation to all Series shall have been satisfied with respect to the designation of the Portfolio as a Designated Portfolio;

(d) the designation of such Portfolio as a Designated Portfolio shall not result in the occurrence of an Amortization Event in respect of any Series;

(e) the Seller shall have delivered to the Custodian, each Rating Agency, each Agent and each Entitled Party an Officers' Certificate, dated the Portfolio Designation Date, to the effect that the Seller reasonably believes that the designation of the Portfolio as a Designated Portfolio will not result in the

occurrence of an Amortization Event in respect of any Series and is not reasonably expected to result in the occurrence of an Amortization Event in respect of any Series at any time in the future; and

(f) each condition specified in any Series Purchase Agreement in relation to the designation of a Portfolio as a Designated Portfolio shall have been satisfied on or prior to the date specified therein for the satisfaction of such condition.

Upon the satisfaction of the foregoing conditions with respect to a Portfolio of a Seller, the Seller and each Agent, on behalf of the applicable Co-Owner, shall confirm acceptance of the Portfolio Designation Notice, whereupon the Portfolio shall, from and after the Portfolio Designation Date, be a Designated Portfolio and Schedule 1 of this Agreement shall be automatically amended as of the Portfolio Designation Date to reflect the designation of such Portfolio as a Designated Portfolio.

(3) On and after the Portfolio Designation Date with respect to a Designated Portfolio of a Seller, the Seller may, among other things include one or more Credit Card Accounts within such Designated Portfolio from time to time as Additional Accounts pursuant to Section 2.8(2).

(4) For greater certainty, the designation of a Portfolio as a Designated Portfolio pursuant to and in accordance with this Section 2.9 shall not in and of itself constitute an addition of any Credit Card Account within such Designated Portfolio as an Additional Account pursuant to Section 2.8(2); provided, however, that from and after the Portfolio Designation Date in respect of a Designated Portfolio, a Credit Card Account within the Designated Portfolio may be added as an Additional Account as contemplated in Section 2.9(3), above.

Section 2.10 Increase to Pool Interchange Amount.

Nothing in this Agreement shall limit the ability of the Seller from time to time in its sole discretion, to voluntarily increase the Pool Interchange Amount. Such increase may be effected by the Seller delivering written notice to each of the Custodian, the Servicer, each Co-Owner or Agent, each Entitled Party and each Rating Agency, at least two Business Days prior to such increase, which notice shall specify the amount of such increase and the date on which such increase shall be effective hereunder. No further or other action or precondition is required to be satisfied by the Seller with respect to such increase.

Section 2.11 Discount Option.

The Seller may at any time, upon at least 30 days' prior written notice to the Servicer, the Custodian, each Entitled Party and each Rating Agency, designate a percentage, which may be a fixed percentage or a variable percentage based on a formula (the "**Discounted Percentage**"), of the amount of Principal Receivables arising in the Accounts to be treated on and after such designation, or for the period specified, as Discount Option Receivables; provided, however, that no such designation shall become effective on the date specified in the written notice unless the following conditions have been satisfied:

(a) the designation of Discount Option Receivables shall not, in the reasonable belief of the Seller, cause an Amortization Event in respect of any Series to occur or

cause an event which with notice or the lapse of time or both would constitute an Amortization Event in respect of any Series;

(b) on or before the date specified in the written notice, the Seller shall have received written confirmation from each Rating Agency that such designation will not result in a downgrade or withdrawal of its then current rating of any outstanding Series, Class or Related Securities; and

(c) the Seller shall have delivered to the Custodian an Officer's Certificate confirming the items set forth in clauses (a) and (b) above.

On and after the date of satisfaction of the above conditions, in processing Collections of Principal Receivables of the Accounts, the Servicer shall deem the product of the Discounted Percentage and Collections of such Principal Receivables as "**Discount Option Receivable Collections**" and shall treat such Discount Option Receivable Collections for all purposes hereunder as Collections of Finance Charge Receivables.

ARTICLE 3
CREATION AND SALE OF OWNERSHIP INTERESTS IN SERIES AND CLASSES

Section 3.1 Creation and Sale of Ownership Interests in Series and Classes.

(1) On or before the Closing Date relating to a Series, the parties hereto will execute and deliver a Series Purchase Agreement which, subject to Section 1.13, will create and Transfer a Series and specify the Principal Terms of such Series.

(2) The creation and Transfer by the Seller of Ownership Interests of a Series and the obligation of the Custodian to execute and deliver the related Series Purchase Agreement and any related Additional Property Agreement are subject to the satisfaction of the following conditions:

(a) on or before the fifth Business Day immediately preceding the proposed Closing Date for the Series, the Seller shall have given the Custodian, the Servicer, each Agent, each Rating Agency and each Entitled Party notice of the proposed creation and Transfer and the proposed Closing Date;

(b) the Seller shall have delivered to the Custodian the related Series Purchase Agreement specifying the Principal Terms of such Series and executed by each party thereto, other than the Custodian;

(c) the Seller shall have delivered to the Custodian any related Additional Property Agreement executed by each of the parties thereto, other than the Custodian;

(d) the Custodian shall have received an Opinion of Counsel substantially in all material respects in the form of or as contemplated by Exhibit “B” or in such other form as satisfies the Rating Agency Condition in relation to each Series;

(e) the Rating Agency Condition in relation to each Series shall have been satisfied with respect to such creation and Transfer;

(f) the Seller shall have delivered to the Custodian, each Agent and each Entitled Party, an Officers' Certificate, dated the related Closing Date, to the effect that the Seller reasonably believes that such Transfer will not result in the occurrence of an Amortization Event in respect of any Series and is not reasonably expected to result in the occurrence of an Amortization Event in respect of any Series at any time in the future, and that no "**Amortization Event**" (as defined in the Series Purchase Agreement for the Series) has occurred and is continuing on the related Closing Date; and

(g) immediately after giving effect to such Transfer, the Pool Balance shall not be less than the Required Pool Amount, and the Seller shall have delivered to the Custodian, each Agent and each Entitled Party an Officers' Certificate to such effect.

Upon the satisfaction of the foregoing conditions, the Seller, the Servicer and the Custodian shall execute the Series Purchase Agreement and each related Additional Property Agreement (the Custodian signing for and on behalf of all then existing Co-Owners, Entitled Parties of the Series and all other Persons who are parties to a Series Purchase Agreement), and the purchasing Co-Owners or the Agent for the Series on behalf of the purchasing Co-Owners, shall sign the Series Purchase Agreement and each related Additional Property Agreement and, upon payment to the Seller of the consideration in respect of each Ownership Interest of the Series, the Seller shall Transfer such Ownership Interests to the Co-Owners of the Series in accordance with the terms and subject to the conditions of this Agreement and the applicable Series Purchase Agreement.

(3) If the Series Purchase Agreement for a Series specifies that the Ownership Interests of the Series are to be created in more than one Class, the conditions set forth in Sections 3.1(2)(b), (c), (d) and (e) shall be satisfied in relation to each Class, to the extent applicable.

Section 3.2 Completion of Purchase of a Series.

The purchase price of a Series shall be the amount indicated in the related Series Purchase Agreement, which amount shall be paid and satisfied by payment of such amount by the Co-Owners of Ownership Interests of such Series to the Seller at the time and in the manner contemplated therein.

Section 3.3 Optional Purchases of Additional Ownership Interests.

(1) After the Closing Date for a Series, the Co-Owners of the Series or alternatively the Agent for the Series may, from time to time, subject to any limitations contained in the related Series Purchase Agreement, offer to purchase from the Seller (or the Co-Owners or the Agent for a Series on their behalf may accept offers from the Seller to Transfer) Additional Ownership Interests of the Series, and within the Series, of one or more Classes in stated dollar amounts.

(2) Each offer to purchase or Transfer Additional Ownership Interests shall be in writing and shall specify the stated dollar amount of such Additional Ownership Interest, the Class or Classes, if any, to which the offer relates, the terms of the offer and any resulting amendments to any effective Remittance Notice with respect to the time, manner and

funding requirements necessary, assuming the completion of the Transfer of the Additional Ownership Interest, to meet actual or expected funding requirements relating thereto. If the Seller or such Co-Owners or Agent of the Series, as the case may be, accepts such offer, the Seller shall Transfer to such Co-Owners and such Co-Owners shall purchase from the Seller, on the date specified in such offer or such other date as may be agreed to, such Additional Ownership Interests.

(3) The Seller shall promptly give written notice to the Servicer of the stated dollar amount of each Additional Ownership Interest Transferred pursuant to this Section and the date or proposed date of Transfer and the Servicer shall take the amount of such Additional Ownership Interests into account when making determinations and calculations required by Articles 3, 5 and 6.

(4) The purchase price of each Additional Ownership Interest as contemplated in this Section and the stated dollar amount of such Additional Ownership Interests shall, subject to Section 1.13, be set forth in an amendment to the original Series Purchase Agreement for the related Series. Upon execution and delivery of such amendment to the Series Purchase Agreement by each Co-Owner of the Series or the Agent for the Series on their behalf, the Custodian and the Seller, the Additional Ownership Interest shall automatically and without further action be Transferred to the Co-Owners of the relevant Series, whereupon the Unadjusted Invested Amount of the Series shall be increased by the stated dollar amount of such Additional Ownership Interest.

(5) In no event shall the Seller accept an offer by Co-Owners of the Series or the Agent for the Series on their behalf to purchase or make an offer to a Co-Owner to Transfer, in each case made pursuant to this Section 3.3, an Additional Ownership Interest if at the time of such offer and acceptance, a breach of or default under Section 4.2 would have occurred if the Transfer had taken place at such time and, as a condition to the completion of any such transaction, the Servicer shall deliver to the Custodian and the Agent for the Series an Officers' Certificate to the effect that no such breach or default has occurred or will occur as a result of such Transfer.

Section 3.4 Undivided Co-Ownership of the Account Assets.

Without detracting from the rights, title and interest of the Co-Owners specified in Section 6.1(1), on any day, the Co-Owners of each Series and the Seller shall own an undivided co-ownership interest in the Account Assets, as tenants-in-common with each other Co-Owner. The undivided co-ownership interest of the Co-Owners of each Series shall be that proportion of the entire ownership interest in the Account Assets that (a) on each day, other than a Reporting Day, the Unadjusted Invested Amount of that Series is of the Pool Balance for that day, and (b) on a Reporting Day, the Invested Amount of that Series is of the Pool Balance for that day. The undivided co-ownership interest of the Seller on each day shall be the Retained Interest Amount. No Co-Owner nor the Seller, as a co-owner of the Account Assets, shall have a separate interest in or to any Receivable under any particular Account, but rather each shall be entitled to:

(a) the income of the Account Assets in the respective amounts determined under Section 3.13; and

(b) the Collections and Transfer Deposits in respect of individual Receivables and the Pool Interchange Amount, in each case, in the respective amounts determined under Article 6,

and will bear their share of losses in respect of the Account Assets as provided herein and under the applicable Series Purchase Agreement.

Section 3.5 Assurances.

The Seller and each Co-Owner or Agent for the Series shall execute and deliver such further assignments, conveyances and assurances as Counsel may advise are necessary to give full effect to, and to record, if necessary, Transfers of the interest of the Co-Owners and the Seller in the Account Assets.

Section 3.6 No Recourse.

It is distinctly understood and agreed by and among the parties hereto that, except as and to the extent expressly provided for herein or in a related Series Purchase Agreement, each Transfer of each Ownership Interest provided for herein and therein is without recourse, representation or warranty and neither the Custodian, the Seller nor any other Person, except to the extent specifically provided for pursuant to the related Series Purchase Agreement or Additional Property Agreement, has or will guarantee payment of the Receivables or in any way represents or undertakes that the Receivables or any of them will realize their face value or any part thereof.

Section 3.7 Serviced Interest.

Each Ownership Interest shall be a serviced interest, meaning that neither the Custodian nor any Co-Owner shall have any obligation to collect the Receivables or to pay compensation to the Servicer for its services or any other amount relating to the servicing of the Receivables which may be contemplated to be paid by the Seller pursuant to a Series Purchase Agreement. The Servicer acknowledges it has assumed total responsibility for servicing the Account Assets and agrees that it will carry out and fulfil such responsibility. For greater certainty, Pool Expenses shall not be considered to be amounts relating to the servicing of the Receivables by the Servicer and therefore Account Pool Owners shall be allocated and be responsible for the respective portions of Pool Expenses set forth in Section 3.8.

Section 3.8 Responsibility of Account Assets Owners for Pool Expenses.

(1) Pool Expenses for a Business Day shall be borne by the Co-Owners of a Series in an amount equal to the product of (a) the Floating Allocation Percentage of the Series for the day, and (b) the Pool Expenses for the day, if any, referred to in paragraphs (a) and (c) of the definition of “Pool Expenses” in Section 1.1; provided that should the Seller fail to pay any or all of the Pool Expenses referred to in paragraph (b) of such definition, such deficiency shall be included in clause (b) hereof. Such amount for the day shall:

(a) be included in the Ownership Income Requirement of the Series for the next succeeding Reporting Day;

(b) subject to Section 6.3(2), be paid by the Custodian from the Collection Account pursuant to Section 6.7(1); and

(c) reduce the amount of Collections and Transfer Deposits determined for the Series on the day pursuant to Section 6.7(2)(a).

(2) Pool Expenses for a Business Day shall be borne by the Seller in an amount equal to the amount by which the Pool Expenses for the day exceed the sum of the amounts for each Series determined under Section 3.8(1) for the day, and such amount for the day shall:

(a) subject to Section 6.3(2), be paid by the Custodian from the Collection Account pursuant to Section 6.7(1); and

(b) reduce the amount to be remitted to or for the account of the Seller from the Collection Account on the day pursuant to Section 6.7(5).

(3) Any Pool Expenses referred to in paragraph (b) of the definition of "Pool Expenses" which are paid by the Co-Owners on any day in accordance with Section 3.8(1) shall be added to the amount of Collections which the Co-Owners are allocated and entitled to pursuant to Sections 6.4(1) and 6.4(3).

Section 3.9 Co-operation.

Upon satisfaction of the conditions in Section 3.1, each of the other parties hereto shall, at the request and expense of the Seller, execute and deliver such documents and carry out such acts as Counsel shall advise are necessary to permit the completion of the Transfers referred to therein, including any amendments to this Agreement and any Series Purchase Agreement necessary to give effect to the same.

Section 3.10 Registration.

The Seller shall register and file this Agreement, any Series Purchase Agreement, any Related Documents and all instruments supplementary or ancillary hereto or thereto, or financing statements or other documents in respect thereof, without delay, in each province and territory of Canada where registration thereof may be necessary or of material advantage in preserving, protecting and perfecting the Ownership Interests of the Co-Owners and the Retained Interest of the Seller; provided, however, that, except for Ontario, for which the registrations and filings shall be made on or before the Closing Date for each applicable Series and each Addition Date, as applicable, such registrations and filings in any and all other applicable provinces and territories of Canada shall be completed by the Seller within seven days of such Closing Date or Addition Date, as applicable. The Seller shall renew such registrations and make such additional registrations and filings and obtain any required approvals from time to time as and when required.

Section 3.11 Alternate Payments.

If for any reason any amount which, under the terms hereof, is intended to be the property of any particular Co-Owner is paid to the Seller, an Agent, an Entitled Party or to another Co-Owner, such other Person hereby declares itself to be a trustee of such amount for the benefit of, and agrees to hold the same for the benefit of, and to pay such amount to, the particular Co-Owner on its demand.

Section 3.12 Ownership Interests Evidenced by Certificates.

A Series Purchase Agreement for a Series may provide that the Ownership Interests of the Series, or one or more Classes within the Series, may be evidenced by certificates issued in fully registered form, including any uncertificated Series or Class, or in bearer form, which certificates shall be substantially in the form of the exhibits with respect thereto attached to, and issuable, transferable and subject to cancellation in accordance with the terms and conditions set forth in, the applicable Series Purchase Agreement.

Section 3.13 Entitlements of Co-Owners and Seller to the income of the Account Assets.

(1) The entitlement of the Co-Owners of each Series to the income of the Account Assets shall be equal to (and shall be reflected and accounted for as) the increase in the Invested Amount of the Series under Section 3.13(2).

(2) The Invested Amount in respect of each Series shall be increased on each Reporting Day in respect of the entitlement of the Co-Owners of the Series to the income of the Account Assets for the related Reporting Period in a stated dollar amount equal to the Series Allocable Pool Income for the Series for the related Reporting Period.

(3) The entitlement of the Seller to the income of the Account Assets and the Pool Interchange Amount shall be equal to the difference between the amount of Finance Charge Receivables for each Reporting Period and the amount of the increase in the Invested Amount for all Series on the day under Section 3.13(2).

Section 3.14 Mandatory Purchases of Ownership Interests.

(1) Except if otherwise provided hereunder or under a Series Purchase Agreement or an Additional Property Agreement, on each Reporting Day on which the Co-Owners of a Series are entitled to obtain a Series Enhancement Draw in respect of the related Reporting Period and provided that, on such day, the Pool Balance equals or exceeds the Required Pool Amount, the Servicer, for and on behalf of such Co-Owners, shall pay, or direct the payment of, such a Series Enhancement Draw to the Seller on account of the Transfer of an additional undivided co-ownership interest in respect of such Series in the Account Assets from the Seller to the Co-Owners of such Series for a purchase price equal to the amount of such payment, whereupon the Invested Amount of such Series shall be increased by the amount of such payment.

(2) If a Series Enhancement Draw in respect of a Series are applied on a Reporting Day as provided in Section 3.14(1), the Seller shall automatically and without further action Transfer to the Co-Owners of such Series an undivided co-ownership interest in respect of such Series in the Account Assets having, in aggregate, a stated dollar amount equal to the Series Enhancement Draw so applied, and such application shall automatically and without further action be accepted by the Seller as full consideration for the Transfer on the day of such undivided co-ownership interest in respect of such Series. The Custodian shall execute such documents and instruments of transfer, assignment, release, reconveyance or discharge, as the case may be, and take such other actions as may be reasonably requested by the Co-Owners of such Series to effect the Transfer to the Co-Owners of such Account Assets pursuant to this Section 3.14(2).

ARTICLE 4
ADDITIONAL PROPERTY

Section 4.1 Seller Acknowledgment.

The Seller hereby acknowledges that the undivided co-ownership interest in the Account Assets constituted by the Retained Interest has the attributes and provides the entitlements described herein.

Section 4.2 Required Pool Amount.

(1) The Seller hereby covenants and agrees that it shall ensure that at all times the Pool Balance equals or exceeds the Required Pool Amount and it shall not take, and the Servicer shall not permit the Seller to take, any of the following actions:

(a) the removal of Accounts pursuant to Section 2.7;

(b) the creation and Transfer of one or more new Ownership Interests pursuant to Section 3.1;

(c) the Transfer of Additional Ownership Interests pursuant to Section 3.3;

(d) the modification of the terms of any Series by increasing the Required Pool Percentage relating to a Series;

(e) the purchase by the Co-Owners of a Series of additional co-ownership interests from the Seller under Section 3.14; or

(f) any other action contemplated in a Series Purchase Agreement in relation to this Section 4.2(1),

if such action, or any steps taken in furtherance of the foregoing, would result in the Pool Balance being below the Required Pool Amount in contravention of the foregoing covenant.

(2) If, notwithstanding the provisions of Section 4.2(1), the Required Pool Amount exceeds the Pool Balance at any time, all Collections received by the Servicer from such time and until the time that the Pool Balance exceeds the Required Pool Amount shall, notwithstanding Section 6.3(2), be deposited into the Collection Account and thereafter be remitted by the Custodian, upon the direction of the Servicer, in respect of each Series based upon the respective entitlements of the Co-Owners of such Series and of the Seller pursuant to Article 6.

(3) Subject to the provisions of the Series Purchase Agreement for a Series and any related Additional Property Agreement and satisfaction of the Rating Agency Condition, the Seller may, with the prior written consent of the Co-Owners (by way of a Co-Owner Direction of the Series) and any Entitled Party of the Series, decrease, either temporarily or permanently, the Required Pool Percentage relating to such Series to a percentage of not less than 100.0%.

Section 4.3 Additional Property

(1) Upon or subsequent to the creation and Transfer of Ownership Interests of a Series pursuant to a Series Purchase Agreement and hereunder, the Seller, the Co-Owners of the Series or their Agent and the Custodian may agree with one or more Entitled Parties pursuant to an Additional Property Agreement to provide Additional Property in relation to such Series or in relation to one or more Classes thereof. Each Co-Owner, upon acquiring an Ownership Interest of a Series or Class, acknowledges and agrees that any Additional Property relating to another Series or Class shall not be available for any purpose in respect of the Ownership Interest of such Co-Owner unless the applicable Series Purchase Agreement or Additional Property Agreement provides that such Co-Owner is to have the benefit of such Additional Property.

(2) By signing an Additional Property Agreement and agreeing to provide Additional Property thereunder in respect of a Series or Class, the Entitled Party shall be entitled to exercise the rights, and to be entitled to the benefits afforded hereunder in favour, of an Entitled Party hereunder and under the applicable Series Purchase Agreement; provided, however, that the terms of an Additional Property Agreement or a Series Purchase Agreement relating to a particular Series shall not affect, modify or amend any other Series Purchase Agreement or Series then existing or any Additional Property relating thereto, and such terms shall modify or amend the terms of this Agreement solely to the extent such modification or amendment relates to such particular Series.

(3) By duly executing and delivering an Additional Property Agreement to the Custodian, the Entitled Party shall be deemed to have automatically appointed the Custodian as agent for and on its behalf for the purposes contemplated hereunder and under the related Series Purchase Agreement. Any and all interests in, to or under or claims against the Account Assets or the related Series shall be exercised and enforced by the Entitled Party solely through the Custodian and only in accordance with the provisions hereof and of the related Series Purchase Agreement.

ARTICLE 5
DETERMINATION AND REPORTING OF SERIES' INVESTED AMOUNTS AND RELATED CALCULATIONS

Section 5.1 Adjustments to Invested Amounts.

The Invested Amount of a Series shall be adjusted on each Reporting Day relating to such Series and the Unadjusted Invested Amount of the Series shall be adjusted from time to time to reflect acquisitions by Co-Owners of Additional Ownership Interests in accordance with the provisions of Section 3.3 and distributions of Collections and Transfer Deposits in accordance with the provisions of Section 6.7. On each adjustment of the Invested Amount and the Unadjusted Invested Amount of a Series, the Retained Interest Amount shall be adjusted accordingly.

Section 5.2 Determination of the Invested Amount of each Series.

The Servicer shall determine the Invested Amount in respect of each Series for and in respect of each Reporting Day of a Reporting Period on the related Calculation Day.

Section 5.3 Determinations of the Invested Amount of each Series otherwise than for a Reporting Day.

Where a day is not a Reporting Day, the Invested Amount of a Series on the day shall be determined under the provisions of Sections 5.1 and 5.2 applied on the assumptions that:

(a) the day is a Reporting Day, and

(b) the related Reporting Period is the period of days from, but not including, the immediately preceding Reporting Day to, and including, the day,

but, for greater certainty, for the purposes of any determination made under this Section 5.3 on any subsequent day, the Reporting Day immediately preceding such subsequent day is the Reporting Day determined hereunder without reference to this Section.

Section 5.4 Defaulted Accounts.

From and after the day on which an Account becomes a Defaulted Account and while it continues as a Defaulted Account and has not been removed pursuant to Section 2.7, all Receivables balances owing under each such Defaulted Account shall be included in the Defaulted Amount and excluded in the calculation of the Pool Balance. Each existing Ownership Interest shall, however, continue to constitute an undivided co-ownership interest in all amounts owing as Receivables under each such Account while it is a Defaulted Account and all payments received as Recoveries in respect of amounts owing under each such Account shall be applied, without distinction, as Collections hereunder.

Section 5.5 Notification of Ownership Income Requirement.

Except as otherwise provided in a Series Purchase Agreement for a Series, the Custodian shall, not later than two Business Days prior to each Calculation Day or earlier if so requested by the Servicer, give the Servicer written notice of the amount of the Ownership Income Requirement relating to the Series for each Reporting Day during the Reporting Period relating to such Calculation Day and the data applied to determine such amount, in the form prescribed in, or as scheduled to, the applicable Series Purchase Agreement or such other form as the Servicer, the Custodian and any other Person so specified in the related Series Purchase Agreement may agree to from time to time.

Section 5.6 Reports and Data.

(1) The Servicer shall, not later than each Calculation Day, make all calculations and determinations required to be made under Sections 5.1 and 5.2 in respect of a Series for the related Reporting Period and shall provide each of the Seller, the Custodian and any other Person so specified in the related Series Purchase Agreement and any applicable Additional Property Agreement, not later than the fifth Business Day after the Calculation Day, with:

(a) a report in respect of the Series in writing and signed by the Servicer and containing the information in the form prescribed in, or in the form as scheduled to, the related Series Purchase Agreement and such additional information as may reasonably be requested from time to time by the Seller, the Custodian and any Person entitled to request additional information in respect of the Series as

provided in the related Series Purchase Agreement, in each case at the time prescribed in such Series Purchase Agreement; and

(b) an Officers' Certificate to the effect that (i) no proceedings by or, to its knowledge, against the Servicer for its dissolution, liquidation or winding-up or for any relief from the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or other Person with similar powers with respect to the Servicer, have been taken with respect to the Servicer or, if such proceedings have been taken, specifying the same, and (b) no Servicer Termination Event has occurred or, if such an event has occurred, specifying the same.

(2) The Servicer shall provide to the Custodian, the Seller and each Person so specified in a Series Purchase Agreement, no less frequently than annually, an Officers' Certificate of the Servicer confirming compliance with its duties hereunder in respect of each Series and as to such other matters as may be contemplated to be included therein in the related Series Purchase Agreement.

Section 5.7 Certificate of the Seller.

The Seller shall, on each Calculation Day, furnish to the Custodian and any Agent a certificate to the effect that (a) no failure by it to observe or perform in any material respect any covenant or agreement on its part to be observed or performed has occurred or, if such failure has occurred, specifying the same and (b) no proceedings by or, to its knowledge, against it for the dissolution, liquidation or winding-up of it or for any relief from the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or other Person with similar powers with respect to it have been taken or, if such proceedings have been taken, specifying the same.

Section 5.8 Reports and Notices to Custodian or Agent.

Where a report, notice, document or other communication is required or permitted to be given to the Custodian or any Agent under this Agreement, any Series Purchase Agreement or any Additional Property Agreement, the Custodian or, if applicable, the Agent of the related Series shall in turn give such report, notice, document or other communication to the Co-Owners of the Series, related Entitled Parties and any other Person specified in the related Series Purchase Agreement as a Person entitled to receive such notice, document or other communication in the manner, at the times, in the circumstances, for the purposes and to the extent set forth in the related Series Purchase Agreement.

ARTICLE 6
DEPOSITS, REMITTANCES AND OTHER ENTITLEMENTS

Section 6.1 Entitlement of Co-Owners and the Seller to Collections, Transfer Deposits and Other Property.

(1) Each of the Co-Owners with respect to a Series shall:

(a) have an undivided co-ownership interest (as tenants-in-common with each other Co-Owner and the Seller) in, and be entitled to receive, Collections, Transfer Deposits and other amounts deposited into the Collection Account, together with any investments, and the proceeds from such investments, made with such deposits, in each case to the extent, at the times and in the amounts specified in this Article 6 and, subject to Section 1.13, in the related Series Purchase Agreement;

(b) have ownership of, if there is one Co-Owner of the Series, or an undivided co-ownership interest (as tenants-in-common with each other Co-Owner of the Series) in, if there is more than one Co-Owner of the Series, and be entitled to receive remittances from, funds deposited into the related Accumulations Account and each other related Series Account, together with any investments, and the proceeds from such investments, made with such deposits, in each case to the extent, at the times and in the amounts specified in this Article 6, the related Series Purchase Agreement and any related Additional Property Agreement; and

(c) have ownership of, if there is one Co-Owner of the Series, or an undivided co-ownership interest (as tenants-in-common with each other Co-Owner of the Series) in, if there is more than one Co-Owner of the Series, and be entitled to receive the proceeds from, the related Additional Property, to the extent, at the times and in the amounts specified in this Article 6, the related Series Purchase Agreement and any related Additional Property Agreement,

it being understood that the Co-Owners of one Series or Class shall not be entitled to receive funds from the Series Accounts or Additional Property established or provided for the benefit of any other Series or Class and the entitlements of Co-Owners of a Series may, to the extent provided in the related Series Purchase Agreement and any related Additional Property Agreement, be subject to the rights and entitlements of Entitled Parties.

(2) The Seller, as the owner of the Retained Interest, shall have an undivided co-ownership interest as tenant-in-common (with each Co-Owner) in, and shall be entitled to receive, Collections, Transfer Deposits and other amounts deposited into the Collection Account, together with any investments, and the proceeds from such investments, made with such deposits, and the remainder of all other Collections or other proceeds of Account Assets to which the Co-Owners are not entitled pursuant to this Agreement or any Series Purchase Agreement, in each case at the times and in the amounts specified herein, in each Series Purchase Agreement and in each Additional Property Agreement, and such property shall be remitted by the Servicer to the Seller as its interest appears herein.

Section 6.2 Establishment of the Collection Account.

(1) The Servicer, for the benefit of the Co-Owners, the Seller and any Entitled Parties, has established, and shall cause to be maintained, in the name of the Custodian, an Eligible Deposit Account bearing a designation clearly indicating that the funds deposited therein are held in trust for the Co-Owners, the Seller and the Entitled Parties (the "Collection Account"). Schedule 2 identifies the Collection Account by setting forth the account

number of such account, the account designation of such account and the name and address of the institution with which such account has been established.

(2) The Custodian shall possess all title documents to, other evidence of ownership of all funds from time to time on deposit in, and all investments and their proceeds which are credited to, the Collection Account. The Servicer and/or the Custodian shall have sole signing authority in respect of the Collection Account. If, at any time, the Collection Account ceases to be an Eligible Deposit Account, the Servicer shall, within 10 days thereafter, establish a substitute Eligible Deposit Account as the Collection Account, instruct the Custodian to transfer any funds and any Eligible Investments to such new Collection Account and, from the date any such substitute account is established and funds and Eligible Investments are transferred, such account shall be the Collection Account. If a substitute Collection Account is established pursuant to this Section 6.2, the Servicer shall provide to the Custodian an amended Schedule 2, setting forth the relevant information for such substitute Collection Account.

(3) All title documents to and other evidences of ownership of all Eligible Investments shall be held by the Custodian or the Servicer, on behalf of the Custodian, for the benefit of the Co-Owners, the Seller (as owners of the Retained Interest) and any Entitled Parties. Funds on deposit in the Collection Account that are invested by the Custodian or the Servicer, on behalf of the Custodian, in Eligible Investments shall only be invested in such Eligible Investments as shall be determined by the Custodian or the Servicer, on behalf of the Custodian, that will mature so that such funds will be available at the close of business on or before the Business Day immediately preceding the date on which a withdrawal therefrom is to be made hereunder. As of each Business Day, all interest and other investment earnings (net of losses and investment expenses) earned on investments of funds deposited into the Collection Account which are received on the day shall be credited to the Collection Account.

Section 6.3 Requirement to Make Deposits into the Collection Account.

(1) Except as otherwise provided in this Section 6.3, the Servicer shall deposit Collections (including, for greater certainty, Deemed Collections) into the Collection Account not later than the second Business Day after the Date of Processing thereof, or earlier to the extent reasonably possible, and shall deposit Transfer Deposits into the Collection Account on the day that such funds are to be deposited hereunder; provided that:

(a) except as otherwise provided in a Series Purchase Agreement or an Additional Property Agreement, and so long as the Partial Commingling Condition is met during the Revolving Period, the Servicer shall only be required to deposit Collections (including, for greater certainty, Deemed Collections) and Transfer Deposits into the Collection Account on a Business Day in an aggregate amount equal to the sum of (i) the amount required to be deposited into the Accumulations Accounts and other Series Accounts for all Series pursuant to Section 6.7(2) and (3), (ii) the amount of Excess Collections required to be deposited into the Collection Account in the circumstances described in Section 6.7(4), and (iii) any other amount of Collections which the Servicer determines on the day to withhold and accumulate in the Collection Account;

(b) if at any time prior to a date on which a remittance is to be made hereunder, the amount of Collections (including, for greater certainty, Deemed Collections) and

Transfer Deposits deposited into the Collection Account exceeds the amount required to be deposited pursuant to (a) above, the Servicer will be permitted to withdraw the excess from the Collection Account and remit the amount withdrawn in accordance with the Servicer's instructions; and

(c) if on any Business Day during the Revolving Period (i) the Servicer is required pursuant to Section 6.3(1) of this Agreement to deposit Collections into the Collection Account not later than the second Business Day after the Date of Processing thereof, (ii) the Servicer continues to commingle excess Collections (including, for greater certainty, Deemed Collections) and Transfer Deposits as permitted by Section 6.3(1)(a), and (iii) the daily asset test described in paragraph (a) of the definition of Partial Commingling Condition indicates that the Pool Balance is less than the Required Pool Amount for such Business Day, then (A) the Servicer shall thereafter deposit Collections (including, for greater certainty, Deemed Collections) into the Collection Account not later than the second Business Day after the Date of Processing thereof, and (B) no payment shall be made to the Seller with respect to its Retained Interest pursuant to Section 6.3(1)(b) or 6.7(5) of this Agreement or pursuant to any Series Purchase Agreement until (C) the Pool Balance is at least equal to the Required Pool Amount or (D) a Partial Commingling Amortization Event has occurred, in which case the Seller will only receive payments with respect to its Retained Interest in accordance with the provisions of this Agreement that apply upon the occurrence of an Amortization Event.

The excess referred to in Section 6.3(1)(b), together with the amount of Collections and Transfer Deposits for a day which are not required to be deposited by the Servicer pursuant to Section 6.3(1)(a), shall, subject to Section 6.10, be remitted by the Servicer to the Seller in respect of the Retained Interest in accordance with Section 6.7(5).

(2) Notwithstanding anything in this Agreement to the contrary other than Section 4.2(2), but subject to any limitations or additional requirements specified in any Series Purchase Agreement or Additional Property Agreement in relation to this Section 6.3(2), if:

(a) the Seller is the Servicer; and

(b) all additional conditions and requirements specified in relation to this Section 6.3(2) in one or more Series Purchase Agreements or Additional Property Agreements are satisfied and fulfilled,

then:

(i) if the Seller is the Servicer, it will not be required to pay to the Servicer amounts in respect of Deemed Collections or Transfer Deposits under Section 2.5(4) at the times specified therein, but rather may delay the making of such payment (without interest or penalty) and may commingle and use such amounts with and as its general funds; and

(ii) the Servicer will not be required to deposit Collections into the Collection Account in accordance with Section 6.3(1) and will not be required to make the remittances pursuant to Section 6.7, but rather may commingle

and use such Collections and Transfer Deposits with and as its own general funds,

provided, however, that the Servicer shall be obligated (which, for greater certainty, shall constitute an unsecured obligation of the Servicer) to make deposits directly into the Collection Account or into the Accumulations Account and other Series Accounts for a Series, the identity of such accounts and the time for making such deposits being specified for the Series in the related Series Purchase Agreement, to be remitted to Co-Owners or Entitled Parties of the Series pursuant to the related Remittance Notice, including, without limitation, those amounts to be paid on account of Pool Expenses pursuant to Section 6.7(1), up to the amount that would otherwise have been deposited by the Servicer to make or provide for all such remittances and payments on or prior to such day without regard to this Section 6.3(2). Upon making the deposits and payments contemplated in the preceding sentence (x) the Servicer and the Seller shall have no further obligation to pay or remit amounts to the Co-Owners, Entitled Parties or other Persons in respect of the related Collections and Transfer Deposits, and, (y) if applicable, if the Seller is the Servicer, it shall have no further obligation to pay amounts to the Servicer for remittance by the Servicer to the Co-Owners, Entitled Parties or other Persons, in each case, in respect of (but only to the extent of) the deposits and payments actually made by the Servicer pursuant to the preceding sentence.

(3) Any amounts subject to deposit into the Collection Account at a time under Sections 2.5(2), 2.5(4), 2.7(2), 2.8(3)(d) or 8.2(4) and not required to be deposited into the Collection Account at that time under Section 6.3(l) or 6.3(2) shall nevertheless be deemed for the purposes of determining the effective time of the Transfers contemplated in Sections 2.5(2), 2.5(4), 2.7(2), 2.8(3)(d) and 8.2(4) to have been so deposited at that time.

Section 6.4 Allocations of and Entitlement to Collections and Transfer Deposits.

(1) The Servicer shall allocate an amount in respect of the Collections of the Account Assets for each day to the Co-Owners of a Series equal to the Ownership Allocable Collections for the Series for the day and such amounts shall not, except as specified in Section 6.7(3) and not otherwise expressly limited in the related Series Purchase Agreement, be available to be remitted to the Co-Owners or the Entitled Parties of any other Series.

(2) The Co-Owners of a Series shall be allocated Transfer Deposits for a day as follows:

(a) in respect of Transfer Deposits for the day referred to in (a) of the definition of "**Transfer Deposits**" in Section 1.1, 100% of such Transfer Deposits that relate to the purchases made in respect of the related Series; and

(b) in respect of Transfer Deposits for the day referred to in (b) of the definition of "Transfer Deposits" in Section 1.1, such portion allocable to the Series as is specified in the Series Purchase Agreement under which such Transfer Deposits are made,

and such amounts shall not, except as specified in Section 6.7(3) and not otherwise expressly limited in the related Series Purchase Agreement, be available to be remitted to the Co-Owners or the Entitled Parties of any other Series.

(3) The amount of Collections and Transfer Deposits to which the Co-Owners of a Series are entitled on a day shall be equal to the lesser of:

(a) the sum of:

(i) Collections allocated to the Co-Owners of the Series for the day pursuant to Section 6.4(1);

(ii) Transfer Deposits allocated to the Co-Owners of the Series for the day pursuant to Section 6.4(2); and

(iii) Collections and Transfer Deposits held in the Collection Account for the Series on the day pursuant to Section 6.7(4); and

(b) the sum of:

(i) the amount of Pool Expenses to be borne by the Series for the day pursuant to Section 3.8;

(ii) the amount directed to be deposited into the related Accumulations Account, Series Accounts or other accounts on the day for remittance to, on behalf of or as otherwise directed by, the Co-Owners of the Series pursuant to the related Series Purchase Agreement, as specified in the then effective Remittance Notice for the Series;

(iii) the amount, if any, of Excess Collections of the Series for the day which is remitted to the Co-Owners or other Entitled Parties of another Series pursuant to Section 6.7(3); and

(iv) the amount, if any, of Excess Collections of the Series for the day which are held in the Collection Account in respect of the Series pursuant to Section 6.7(4),

and, for greater certainty, the Co-Owners of the Series shall have no entitlement to Collections, Transfer Deposits and amounts on deposit in the Collection Account to the extent that the amount under (a) exceeds the amount under (b), it being understood by the Account Pool Owners that Collections, Transfer Deposits and other amounts on deposit in the Collection Account in respect of such excess for the day shall be the property of the Seller.

(4) Entitlements to Collections and Transfer Deposits as among the Co-Owners of Ownership Interests of a Series and Entitled Parties of the Series, and among the Classes in the Series, shall be specified in the related Series Purchase Agreement and any related Additional Property Agreement; provided, however, that the sum of all entitlements of Co-Owners and Entitled Parties to Collections and Transfer Deposits for a day shall not exceed the aggregate entitlement to Collections and Transfer Deposits for the Series for the day pursuant to Section 6.4(3).

(5) The Seller shall be entitled on a day to receive all Collections and Transfer Deposits for the day to the extent that Co-Owners and Entitled Parties of any Series are not entitled to thereto under Section 6.4(3).

Section 6.5 Remittance Notices and Related Requirements.

(1) The Series Purchase Agreement for a Series shall contain or provide for a written statement (a "**Remittance Notice**") specifying separately each remittance (or if not known, a reasonable estimate of the amount of each remittance) to be made in respect of the Series pursuant to, and in accordance with, the related Series Purchase Agreement. The Remittance Notice shall also specify the day upon which each such amount is to be remitted or such earlier date as will ensure with reasonable certainty the deposit of such amounts into the Accumulations Account or other Series Account for the related Series in order to make the required remittances in respect of the Series on the day. The related Series Purchase Agreement will specify the day or days on which the Remittance Notice will be in effect for the purposes of Sections 6.7(2)(b) and 6.4(3)(b)(ii) and the circumstances, if any, in which such Remittance Notice may be amended or supplemented.

(2) The Remittance Notice of a Series shall, so long as it is effective, constitute an irrevocable direction by the Co-Owners and the Entitled Parties of the Series to withdraw funds from the Collection Account and deposit such funds into the Accumulations Account or other Series Accounts for remittance to the Co-Owners and Entitled Parties of such Series, in accordance with the related Series Purchase Agreement and any related Additional Property Agreement. The Servicer shall notify and direct the Custodian to make such withdrawals from the Collection Account in respect of a Series on each day that the Remittance Notice for the Series indicates that a remittance is to be made and otherwise to the extent required or permitted hereunder or pursuant to the related Series Purchase Agreement.

(3) When, pursuant to a Remittance Notice, funds for remittances in respect of a Series have been deposited into the related Accumulations Account or other Series Account in an aggregate amount equal to the required remittance amount, such Remittance Notice shall no longer be in effect with respect to such remittance amount.

Section 6.6 Accumulations Accounts and Other Series Accounts.

(1) The Custodian shall, in respect of each Series, establish and shall cause to be maintained, in the name of the Person so specified in the related Series Purchase Agreement, an Eligible Deposit Account bearing a designation clearly indicating that the funds deposited therein are held in trust for the Co-Owners of the Series and, if provided for in the Series Purchase Agreement or a related Additional Property Agreement, any related Entitled Parties (for each Series, an "**Accumulations Account**") and bearing such other designations as may be required in the Series Purchase Agreement. The Accumulations Account of a Series and all funds at any time and from time to time on deposit therein and all investments made from time to time with such funds shall be separate and segregated from the assets of Co-Owners and of Entitled Parties of any other Series. The Person in whose name the Accumulations Account of a Series is established shall execute the related Series Purchase Agreement, any related Additional Property Agreement and any other document as may be required in the Series Purchase Agreement and, in so doing, shall become obligated to apply the funds on deposit therein in the manner, at the times and for the purposes set forth herein and in the related Series Purchase Agreement and any related Additional Property Agreement. The Series Purchase Agreement relating to such Series shall set forth the account

number of such account, the account designation of such account and the name and address of the institution at which such account has been established.

(2) All funds withdrawn from the Collection Account on account of a Series shall be deposited by the Custodian, upon the direction of the Servicer as contemplated herein, into the related Accumulations Account, except to the extent that the Series Purchase Agreement or related Remittance Notice otherwise directs the Custodian to make such deposits into another Series Account of the Series.

(3) Pending the application of funds on deposit in the Accumulations Account or any other Series Account in respect of a Series, such funds that are invested in Eligible Investments by the Custodian or by any other Person specified in the related Series Purchase Agreement as having such investment responsibility shall only be invested in Eligible Investments that will mature so that such funds will be available at the close of business on or before the Business Day immediately preceding the date on which a payment therefrom is contemplated to be made under the related Series Purchase Agreement.

(4) The Person in whose name the Accumulations Account or any other Series Account in respect of a Series is established shall, except as otherwise provided in the related Series Purchase Agreement, possess all title documents to and other evidence of ownership of all funds from time to time on deposit in, and all related Eligible Investments credited to, such Accumulations Account and all proceeds thereof. Such Person, except as otherwise provided in the related Series Purchase Agreement, shall have sole signing authority in respect of the Accumulations Account and the sole authority to operate the Accumulations Account or such other Series Account.

(5) If, at any time, the Accumulations Account or any other Series Account established for a Series ceases to be an Eligible Deposit Account or the Custodian is directed by the Co-Owners of the Series or any other Person specified in the related Series Purchase Agreement as having such right of direction, the Custodian shall (a) within 10 days thereof, establish a substitute Eligible Deposit Account as the Accumulations Account or other applicable Series Account as the case may be, in respect of the Series, (b) instruct the Person in whose name the Accumulations Account or other applicable Series Account as the case may be, in respect of a Series is established to (x) transfer all funds and investments then deposited in or invested from such Account to such substitute Account and (y) enter into any documents as may be required under such Series Purchase Agreement and (c) notify any other Person as may be required in such Series Purchase Agreement of the account number of such substitute Account, the account designation of such account and the name and address of the institution at which such account has been established. If a substitute Accumulations Account or other Series Account is established pursuant to this Section 6.6(5) for a Series, the Custodian shall be permitted to amend the related Series Purchase Agreement without the consent of any of the parties to this Agreement or such Series Purchase Agreement in order to set forth the relevant information for such substitute Accumulations Account.

(6) In addition to the Accumulations Account of a Series, the Custodian shall establish and shall cause to be maintained, in the name of the Persons specified in the related Series Purchase Agreement, one or more additional Eligible Deposit Accounts in respect of the Series, in each case for the purposes and subject to the limitations and requirements set forth in the related Series Purchase Agreement (each, for a Series, a “Series Account” of

the Series). The Series Purchase Agreement relating to such Series shall set forth the account number of such account, the account designation of such account, the name and address of the institution at which such account has been established and any other particulars relating to the Series Accounts of the Series. The Person in whose name a Series Account of a Series is established shall execute the related Series Purchase Agreement and any related Additional Property Agreement and, in so doing, shall become obligated to apply the funds on deposit therein in the manner, at the times and for the purposes set forth herein and in the related Series Purchase Agreement and related Additional Property Agreement. All remittances made from the Collection Account on account of a Series shall be made by the Custodian, upon the direction of the Servicer as contemplated herein and deposited into a related Series Account only to the extent specified in the Series Purchase Agreement.

Section 6.7 Remittances of Collections and Transfer Deposits.

(1) On each Business Day, the Servicer shall withdraw from the Collection Account an amount equal to the Pool Expenses, if any, payable on the day by the Seller in accordance with Section 3.8.

(2) Subject to Section 6.10, on each Business Day, the Custodian, upon the direction of the Servicer, shall, in respect of each Series, withdraw from amounts on deposit in the Collection Account on such day and deposit into the related Accumulations Account or, if so specified in the related Series Purchase Agreement, another Series Account of the Series, an amount equal to the lesser of:

(a) the Collections and Transfer Deposits allocated to the Co-Owner of the Series for the Business Day pursuant to Section 6.4(1) and (2), plus the amount referred to in Section 6.7(4) in respect of the immediately preceding Reporting Day; and

(b) the amount directed to be deposited into the related Accumulations Account, Series Accounts or other accounts on the day for remittance to, on behalf of or as otherwise directed by the Co-Owners of the Series pursuant to the related Series Purchase Agreement, as specified in the then effective Remittance Notice for the Series, which amount shall, for greater certainty, include the amount of Pool Expenses to be borne by the Co-Owners of a Series on such day in accordance with Section 3.8.

In respect of a Series on a Business Day, (i) the amount, if any, by which the amount in (b), above, exceeds the amount in (a), above, shall constitute an "**Excess Requirement**" for the Series on the day, and (ii) the amount, if any, by which the amount in (a), above, exceeds the amount in (b), above, shall, except if otherwise specified in the related Series Purchase Agreement or any related Additional Property Agreement, constitute "**Excess Collections**" for the Series on the day.

(3) If, on any Business Day, there are Excess Collections in respect of one or more Series (each a "Particular Series"), then, subject to Section 6.10, the Servicer shall withdraw from the Collection Account and apply the following amounts (which in aggregate may not exceed the aggregate of such Excess Collections for all Series for the day) as follows:

(a) first, if the Business Day is a Calculation Day on which the Servicer determines that the Unadjusted Invested Amount of another Series for the immediately preceding Reporting Day (determined immediately prior to making the determinations contemplated to be made in respect of the Reporting Day under Sections 5.1 or 5.2) has been reduced to zero, an amount equal to the Invested Amount of such other Series, if any, (determined after making the determinations contemplated to be made in respect of the Reporting Day under Sections 5.1 and 5.2 have been made in respect of the Series under the related Series Purchase Agreement) shall be deposited into the Accumulations Account of such other Series or, if so specified in the related Series Purchase Agreement, another Series Account of such Series and the amount so deposited shall be remitted to the Co-Owners and any Entitled Parties for such other Series in accordance with the related Series Purchase Agreement; and

(b) second, an amount equal to the Excess Requirement for the Business Day of each other Series shall be deposited into the Accumulations Account of such other Series or, if so specified in the related Series Purchase Agreement, another Series Account of such other Series; provided that if the aggregate of Excess Requirements for all other Series on a Business Day exceeds the amount of available Excess Collections for all Series on the Business Day (after having made the deposits and the remittances, if any, contemplated to be made on the day pursuant to (a), above), a pro rata portion of such available Excess Collections shall be so deposited in respect of each such other Series based on the relative amounts of their Excess Requirements and the amount so deposited shall be remitted to the Co-Owners and any Entitled Parties for such other Series in accordance with the related Series Purchase Agreement;

provided, however, that the foregoing applications of Excess Collections of a Series shall not be made on a day if:

(c) on the day, the Required Pool Amount exceeds the Pool Balance; or

(d) the related Series Purchase Agreement or Additional Property Agreement restricts the making of such applications or imposes conditions on the making of such applications which are not then satisfied.

(4) Any amount of Excess Collections for a Series not applied in accordance with Sections 6.7(3)(a) or (b) in the circumstances described in Sections 6.7(3)(c) or (d), as applicable, will be held by the Custodian in the Collection Account until the next succeeding Business Day, on which day such amounts shall be applied for the Series pursuant to Section 6.7(2)(a) for the day.

(5) Except if otherwise provided hereunder or under a Series Purchase Agreement or an Additional Property Agreement, on each Business Day the Servicer shall determine the amount, if any, by which (x) the Collections and Transfer Deposits referred to in Section 6.3(1) (without reference to the proviso set forth in subsections (a) and (b) thereof) exceed (y) the sum of the amount withdrawn for the account of the Seller pursuant to Section 6.7(1) in respect of Pool Expenses for the day, and the aggregate of the amounts for all Series determined under Sections 6.7(2), (3) and (4), and the Servicer shall remit such amount to or to the account of the Seller as follows:

(a) first, to the payment or reimbursement of any fees or expenses agreed to be paid to any Successor Servicer or any other Person specified as being entitled to be paid an amount in relation to this Section 6.7(5) pursuant to a Series Purchase Agreement, if such fee or payments in respect of reimbursement of expenses are then payable but not paid by the Seller as contemplated under Section 8.7(1) and have not been paid pursuant to Section 6.7(1) and to the payment or reimbursement of all other amounts which the Custodian is required or, if appropriate, entitled to pay under this Agreement or any Series Purchase Agreement from amounts otherwise available to be remitted to the Seller; and

(b) the balance to the Seller in respect of the Retained Interest.

(6) Notwithstanding the foregoing provisions of this Section 6.7 and of any contrary provision of any Series Purchase Agreement or any Additional Property Agreement, the amount of Collections and Transfer Deposits that may be deposited into the Accumulations Account for remittance to the Co-Owners of a Series on any day shall not exceed the Unadjusted Invested Amount of the Series, or in the circumstances contemplated in Section 6.7(3)(a), the Invested Amount of the Series, immediately before that time.

(7) Notwithstanding the foregoing provisions of this Section 6.7, if otherwise provided under a Series Purchase Agreement all withdrawals, deposits and applications provided for in this Section 6.7 in respect of the related Series shall be made on the days and for the periods specified in such Series Purchase Agreement.

Section 6.8 Investment of Collections and Transfer Deposits.

If Collections and Transfer Deposits in respect of a Series are held in the Collection Account as provided in Sections 4.2(2) and 6.7(4), such Collections and Transfer Deposits, pending the application thereof in accordance with Section 6.7(2)(a), shall constitute an undivided co-ownership interest of the Co-Owners of the Series in amounts on deposit in the Collection Account in an amount equal to the amount of the Collections of the Series so held.

Section 6.9 Clean-Up Repurchase Option.

(1) Subject to the provisions of this Section, the Servicer may, as of any Reporting Day (the "Purchase Date"), purchase from the Co-Owners of a Series all, but not less than all, of the Ownership Interests of the Series owned by such Co-Owners on the Purchase Date. The purchase shall not be effected unless:

(a) the Servicer shall have given written notice thereof to the Custodian and any other Person so specified in the related Series Purchase Agreement, in each case not less than ten days before the Purchase Date; and

(b) the Invested Amount of the Series on the Purchase Date is an amount less than or equal to 10% of the sum of (a) the Initial Invested Amount of the Series and (b) the stated dollar amount of any Additional Ownership Interests in respect of the Series acquired after the related Closing Date.

(2) The aggregate purchase price for the Ownership Interests of a Series subject to purchase under this Section 6.9 shall be an amount equal to the sum of:

(a) the Invested Amount of the Series on the Purchase Date;

(b) the amount that would, but for the purchase pursuant to this Section, have been the Ownership Income Requirement in relation to the Series for the period from but not including the Purchase Date to and including the date of payment in full of the aggregate purchase price, minus the portion of such Ownership Income Requirement that relates to Pool Expenses to be borne by the Co-Owners of the Series in relation to such period pursuant to Section 3.8; and

(c) any additional amount specified to be included in the purchase price pursuant to the related Series Purchase Agreement or Additional Property Agreement.

(3) As soon as practical after the Purchase Date, the Servicer shall determine the amount of the purchase price, shall forthwith notify each of the Custodian, the Agent for the Series, if any, the Seller, and each other Person specified in the related Series Purchase Agreement as being entitled to notice, and shall deposit the payment in the Accumulations Account relating to the Series for remittance to the Co-Owners and Entitled Parties of the Series in accordance with Section 6.11 and the related Series Purchase Agreement and any related Additional Property Agreement.

(4) Upon the deposit by the Servicer into the applicable Accumulations Account of the purchase price for the Ownership Interests of the Series, the Co-Owners shall automatically and without further action Transfer such Ownership Interests to the Servicer with effect at the time of such deposit.

Section 6.10 Adjustments.

If at any time it is determined that, through error or for any other reason whatsoever, an amount or amounts have been withdrawn and remitted from the Collection Account or a Series Account or otherwise to the Seller, a Co-Owner, an Entitled Party or to a Person in whose name a Series Account is established, on account of the Retained Interest or an Ownership Interest, as the case may be, in excess of the entitlement of the recipient hereunder and under the related Series Purchase Agreement or any related Additional Property Agreement, the Servicer shall adjust the amount of subsequent withdrawals out of the Collection Account and the Invested Amount and Unadjusted Invested Amount of the Series relating to each affected Ownership Interest to the extent required to redress in full the misallocation of prior remittances out of the Collection Account or Series Account. If such affected party does not provide the Servicer with its written consent to such adjustment or adjustments, or if an adjustment is required by reason of a remittance being made to a Co-Owner when the Unadjusted Invested Amount of the Series of which the Ownership Interest is part has been reduced to zero, the recipient of the excess amount or amounts shall forthwith pay the full amount thereof to the other entitled parties and the Unadjusted Invested Amount of the Series relating to the Series shall be adjusted as required to reflect such payment.

Section 6.11 Withdrawals of Funds from Series Accounts and Other Property to Co-Owners of a Series.

Withdrawals of funds on deposit in the Accumulations Account and any other Series Account of a Series, together with remittances of the proceeds of any Additional Property relating to the Series, shall be made by the Person in whose name such account or accounts have been established or, if so specified in the related Series Purchase Agreement, by the

Agent of the Series or other Person so specified, in each case to the extent provided in, and in accordance with, the related Series Purchase Agreement and any related Additional Property Agreement.

ARTICLE 7
AMORTIZATION EVENTS

Section 7.1 Amortization Events.

(1) The Series Purchase Agreement for a Series shall set forth provisions which shall govern the occurrence and effect of Amortization Events set forth therein.

(2) The Custodian, upon learning of any Amortization Event in respect of any Series, shall promptly notify the Seller, the Servicer, any Agent for the Series, each Entitled Party, each Rating Agency and each other Person specified in any Series Purchase Agreement as being entitled to receive notice under this Section.

Section 7.2 Permitted Rescission and Annulment of Amortization Events.

(1) The Series Purchase Agreement for a Series may provide that an Amortization Event in respect of the Series may be rescinded and annulled by a Co-Owner Direction of the Series in order to recommence the Revolving Period for the Series.

(2) If an Amortization Event in respect of a Series has been rescinded and annulled in accordance with the applicable provisions of the related Series Purchase Agreement, such Series shall, for all purposes of this Agreement, be deemed to be in its Revolving Period and, from and after the date of rescission and annulment, the amount of all determinations, calculations, entitlements, withdrawals, deposits and remittances made pursuant to Articles 3, 5 and 6 and pursuant to any Additional Property Agreement for any Series shall thereafter be determined as if the Amortization Period had not previously commenced.

ARTICLE 8
SERVICING ARRANGEMENTS

Section 8.1 Servicer.

(1) The Custodian, on behalf of the Seller, each Co-Owner and any Entitled Party, hereby confirms its appointment of CIBC as initial Servicer and CIBC agrees to act in such capacity and to carry out the obligations of the Servicer hereunder.

(2) The Servicer shall, as agent for the Custodian, the Seller, each Co-Owner and each Entitled Party, if any, service and administer the Account Assets, collect all payments due in respect of the Account Assets, make all required remittances, deposits, withdrawals and transfers, maintain records with respect to the Accounts and the related Receivables, make calculations and adjustments in respect of each Series in accordance with this Agreement and each Series Purchase Agreement and report on such calculations and adjustments to the Custodian, the Seller and each other Person so specified in respect of a Series in the related Series Purchase Agreement at the times

prescribed in such Series Purchase Agreements and, acting alone or through any party designated by it, take such action as the Custodian, on behalf of the Co-Owners and in accordance with a Co-Owner Direction, shall direct or as it shall deem necessary or desirable for the proper and efficient servicing and administration of the Accounts and the collection of the Receivables; provided, however, that the Servicer shall have no obligation to institute, appear in, prosecute or defend any legal proceeding which is not incidental to the proper and efficient servicing and administration of the Accounts and the collection of the Receivables as provided hereunder.

(3) The Servicer may, in the ordinary course of its business, delegate some or all of its duties as Servicer under this Agreement and any Series Purchase Agreement to any Person. Such delegation shall not relieve the Servicer of its liability and responsibility with respect to such duties, and shall not constitute a resignation of the Servicer within the meaning of Section 8.6.

(4) Without limiting any other rights that the Custodian, the Co-Owners and the Entitled Parties may have hereunder, under an applicable Series Purchase Agreement or Additional Property Agreement or under applicable law, the Servicer shall indemnify and hold harmless the Custodian, its officers, directors and employees, the Co-Owners, the Seller and the Entitled Parties from and against any loss, liability, expense, damage, claim or injury of any kind whatsoever suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of activities of the Servicer or the Custodian, its officers, directors and employees, pursuant to this Agreement or any Series Purchase Agreement or any Additional Property Agreement, including, but not limited to, by reason of any judgment, award, settlement, legal fees and disbursements (on a solicitor and his own client basis) and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim resulting from:

(a) reliance on any representation or warranty made by the Servicer in this Agreement or any report or any other document furnished pursuant hereto which was incorrect in any material respect when made;

(b) the failure by the Servicer to comply with any Requirements of Law with respect to any Receivable or Account including any failure to render any Account in accordance with any Requirements of Law or the applicable Credit Card Agreement or to perform its obligations under any Account;

(c) any product liability claim, claim for taxes exigible on the sale of any service or merchandise, or personal injury or property damage suit or other similar or related claim or action of whatsoever sort arising out of or in connection with any merchandise or services which are the subject of any Receivable or Account; and

(d) any failure of the Servicer to perform or observe any of its duties, covenants or obligations hereunder;

provided, however, that the Servicer shall not indemnify the Custodian, its officers, directors or employees, the Co-Owners or any Entitled Party for any act taken by the Custodian at the request of any Co-Owner or Entitled Party to the extent that the Custodian is indemnified by such Co-Owner or Entitled Party with respect to such action,

or, unless otherwise specified in this Agreement or a related Series Purchase Agreement, for any Canadian federal, provincial, territorial or local income or sales taxes, goods and services taxes or large corporations or capital taxes (or any interest or penalties with respect thereto) required to be paid by the Custodian, the Seller, any Co-Owner or any Entitled Party arising solely as a result of it earning or otherwise receiving income in performing its obligations hereunder or as a result of satisfying any eligibility criteria specified hereunder in respect thereof. Any indemnification under this Section 8.1(4) shall survive the termination of this Agreement.

(5) Without limiting the generality of Section 8.1(2), the Custodian, on behalf of each Co-Owner, the Seller and each Entitled Party, authorizes and empowers the Servicer, revocable only upon the occurrence of a Servicer Termination Event pursuant to Section 8.5, either in its own name or, with the consent of the Custodian, in the name of the Custodian, (a) to instruct the Custodian to make withdrawals and remittances from the Collection Account, as set forth in this Agreement, any Series Purchase Agreement or any Additional Property Agreement, if applicable, (b) to take any action required or permitted under or with respect to any Additional Property, as set forth in this Agreement, any Series Purchase Agreement or any Additional Property Agreement, and (c) to execute and deliver, on behalf of the Co-Owners and any Entitled Parties, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to the Receivables and, after the delinquency of any Receivable and to the extent permitted under and in compliance with applicable Requirements of Law, to commence enforcement proceedings with respect to such Receivables, to demand and receive payment of all monies owing in respect of the Receivables, to give releases and discharges therefor, to arrange settlements and compromises in accordance with sound collection practices and to enforce any and all rights incidental to the Receivables.

(6) The Servicer shall be obligated to use substantially the same servicing procedures, offices, employees and accounts for servicing the Receivables as it uses in connection with servicing other consumer credit card receivables.

(7) CIBC and any Successor Servicer acknowledge that each Ownership Interest is a serviced interest, and that, on no account shall any Co-Owner have any obligation or liability to collect any Receivables or any obligation or liability to CIBC or any Successor Servicer on account of expenses, disbursements or fees of the Servicer, the sole responsibility in that connection being that of CIBC or any Successor Servicer.

(8) The parties hereto acknowledge that so long as CIBC is the Servicer, no notices, consents, approvals or agreements required to be given or made hereunder by CIBC to the Servicer or by the Servicer to CIBC need be effected.

Section 8.2 Representations, Warranties and Covenants of the Servicer.

(1) CIBC, as initial Servicer, represents and warrants, and any Successor Servicer by its appointment hereunder shall represent and warrant, and, in the case of (g), (h), (i), (j) and (k), below, each covenants, to and with the Co-Owners of each Series, the Custodian and each Entitled Party, if any, on a continuous basis (except if expressly stated to apply to a specified time or day or times or days) that:

(a) **Organization and Good Standing**. The Servicer is a corporation or Canadian chartered bank validly existing under the applicable law of its jurisdiction of organization or incorporation and has, in all material respects, full power and authority to own its properties and conduct its business as presently owned or conducted, and to execute, deliver and perform its obligations under this Agreement, each Series Purchase Agreement and each Additional Property Agreement, if applicable.

(b) **Due Qualification**. The Servicer is duly qualified to do business and has obtained all necessary licenses and approvals in each jurisdiction in which the servicing of the Receivables as required by this Agreement requires such qualification, except where the failure to so qualify or obtain licenses or approvals would not have a material adverse affect on its ability to perform its obligations as Servicer under this Agreement, each Series Purchase Agreement and each Additional Property Agreement, if applicable; provided, however, that no representation or warranty is made with respect to any qualifications, licences or approvals which the Custodian, any Co-Owner or any Entitled Party would have to obtain to do business in any jurisdiction in which the Custodian, Co-Owner or Entitled Party seeks to enforce directly any Account or any Receivable if and to the extent permitted hereunder.

(c) **Due Authorization**. The execution, delivery, and performance of this Agreement and each Series Purchase Agreement, and the other agreements and instruments executed or to be executed by the Servicer as contemplated hereby or thereby, have been duly authorized by the Servicer by all necessary corporate action on the part of the Servicer.

(d) **Binding Obligation**. As of the applicable Closing Date for a related Series, the date of execution of each Series Purchase Agreement and any Additional Property Agreement, and the date of appointment as Servicer, each of this Agreement, the Series Purchase Agreements and each Additional Property Agreement, if applicable, constitutes a legal, valid and binding obligation of the Servicer, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors from time to time in effect and except as such enforceability may be limited by general principles of equity.

(e) **No Conflict**. As of the applicable Closing Date for a related Series, the date of execution of each Series Purchase Agreement and any Additional Property Agreement, and the date of appointment as Servicer, the execution and delivery of this Agreement, each Series Purchase Agreement and any Additional Property Agreement to which the Servicer is a party by the Servicer, and the performance of this Agreement and each Series Purchase Agreement and the fulfilment of the terms hereof and thereof applicable to the Servicer, will not constitute a conflict with or violation of any Requirements of Law applicable to the Servicer or conflict with or result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under, any indenture, contract, agreement, mortgage, deed of trust or other instrument to which the Servicer is a party or by which it or its properties are bound, in each such case, that would have a material adverse effect upon the interests of Co-

Owners or Entitled Parties under this Agreement, an applicable Series Purchase Agreement or an applicable Additional Property Agreement.

(f) **No Proceedings**. As of the applicable Closing Date for a related Series, the date of execution of the related Series Purchase Agreement and any related Additional Property Agreement, and the date of appointment as Servicer, there are no proceedings or, to the knowledge of the Servicer, investigations, pending or, to the knowledge of the Servicer, threatened against the Servicer before any Governmental Authority:

(i) asserting the invalidity of this Agreement, the Series Purchase Agreement or any related Additional Property Agreement to which the Servicer is a party;

(ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, the Series Purchase Agreement or any related Additional Property Agreement to which the Servicer is a party; or

(iii) seeking any determination or ruling,

that, in the reasonable judgment of the Servicer, would materially and adversely affect the performance by the Servicer of its obligations under this Agreement, the Series Purchase Agreement or any related Additional Property Agreement to which the Servicer is a party or the validity or enforceability of this Agreement, the Series Purchase Agreement or any related Additional Property Agreement to which the Servicer is a party, other than, in relation to the Closing Date of the Series and the date of execution of the Series Purchase Agreement and any related Additional Property to which the Servicer is a party, such proceedings or investigations as are expressly disclosed in the Series Purchase Agreement or Additional Property Agreement, as the case may be, and, in relation to the date of appointment as Servicer, such proceedings or investigations as are disclosed in the applicable written assumption provided pursuant to Section 8.4(1).

(g) **Compliance with Requirements of Law and any Credit Card Agreement**. The Servicer shall duly satisfy all obligations on its part to be fulfilled under or in connection with each Receivable and the related Account, and, except as permitted pursuant to Section 9.4, will maintain its corporate existence and will comply in all material respects with all other Requirements of Law and any Credit Card Agreement in connection with servicing each Receivable and the related Account, the failure to comply with which would have a material adverse effect on the Accounts or the Receivables.

(h) **No Rescission or Cancellation**. The Servicer shall not permit any rescission or cancellation of any Receivable except as ordered by a court of competent jurisdiction or any other Governmental Authority or except in accordance with its practices and procedures relating to the operation of the related Designated Portfolio or the Seller's credit card business with respect thereto.

(i) **Protection of the Rights of Co-Owners and Entitled Parties**. The Servicer shall take no action which, nor omit to take any action the omission of which, would impair the rights of the Co-Owners in any Receivable or the rights of any

Entitled Party, nor shall it reschedule, revise or defer payments due on any Receivable except in accordance with its practices and procedures relating to the operation of the related Designated Portfolio or the Seller's credit card business with respect thereto.

(j) **Receivables Not To Be Evidenced by Instruments**. Except in connection with its enforcement or collection of an Account, the Servicer will take no action to cause any Receivable to be evidenced by any instrument or chattel paper (as defined in the Personal Property Security Act (Ontario)) and if any Receivable is so evidenced it shall be purchased by the Servicer as provided in this Section.

(k) **All Consents**. As of the applicable Closing Date for a related Series and the date of appointment as Servicer, all applicable authorizations, consents, orders or approvals of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given by the Servicer in connection with the execution and delivery by the Servicer of this Agreement, the related Series Purchase Agreement and any related Additional Property Agreement to which the Servicer is a party, the performance of the transactions contemplated by this Agreement, the related Series Purchase Agreement and any related Additional Property Agreement to which the Servicer is a party, by the Servicer and the fulfilment of the terms hereof and thereof by the Servicer, have been duly obtained, effected or given and are in full force and effect and the Servicer shall maintain in full force and effect all such applicable authorizations, consents, orders, approvals, registrations or declarations.

(2) The representations and warranties set forth in this Section 8.2 shall survive the Transfers of undivided co-ownership interests in the Account Assets to the Co-Owners. Upon discovery by the Seller, the Servicer, the Custodian or any Agent of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other parties, including to each Entitled Party.

(3) If (a) any representation, warranty or covenant contained in Section 8.2(1)(g), (h), (i) or (j) is breached and such breach has a material adverse effect on the value of the Account Assets under an Account (which determination shall be made without regard to whether funds are then available to the Co-Owner in respect of any Additional Property relating to a Series), and continues unremedied for a period of 30 Business Days (or such shorter period which may be specified in a Series Purchase Agreement) after delivery by the Custodian, any Agent, any Entitled Party or a Co-Owner of written notice thereof to the Servicer, or (b) it is so provided in a Series Purchase Agreement in relation to the inaccuracy of a representation and warranty or the failure to comply with a covenant set forth therein which adversely affects the Account Assets under any Accounts, then the Servicer shall pay the amount referred to in Section 8.2(4) in respect of such Account Asset on or before the expiry of such 30 Business Day (or shorter) period.

(4) The amount payable by the Servicer in respect of affected Account Assets referred to in Section 8.2(3) shall be equal to the outstanding balance of the affected Receivable under the related Account two Business Days prior to the date of such payment and, subject to Sections 6.3(1) and 6.3(2), shall be deposited by the Servicer into the Collection Account, which amount shall be deemed to be a Collection of such Account Assets. Upon such payment, the related Account shall become a Removed Account

and all of the right, title and interest of the Co-Owners and the Seller in and to the Account Assets thereunder shall automatically and without further notice or action be Transferred to the Servicer. The Custodian shall execute such documents and instruments of transfer or assignment, release, reconveyance or discharge, as the case may be, and take such other actions as may be reasonably requested by the Servicer to effect the Transfer to the Servicer of such Account Assets pursuant to this Section 8.2(4). The obligation of the Servicer to purchase and make payment for such Account Assets, and to make the deposits into the Collection Account as provided in this Section 8.2(4), shall constitute the sole remedy respecting the event giving rise to such obligation available to the Co-Owners and any Entitled Parties, except as provided in Section 8.1(4).

Section 8.3 Records and Reports.

The Servicer shall maintain written records (which, for greater certainty, may take the form of electronic computer ledgers recorded and maintained in electronic media without any specific requirement to produce paper copies of such records, provided that the capacity to generate such paper copies is available and that such paper copies may be prepared by the Servicer in a timely fashion) in respect of the Accounts (by account number or other account identifier and the related Receivables adequate to provide accurate and timely data and information to maintain and service the Accounts and the Receivables and to enable the Servicer to make the calculations and determinations to be made and the reports to be issued hereunder. The Servicer shall designate such records to be the "**Account Records**" for the purposes of this Agreement in order to establish a single, definitive source of information with respect to the identity, Receivable balances and payment status of the Accounts. The Servicer shall afford the Custodian and its authorized representatives reasonable access (in any event on not less than two Business Days' prior written notice) to the Account Records and other pertinent documentation relating to the Accounts and will cause its personnel to assist in any such examination. Without limiting the generality of the foregoing, the Custodian may cause its representatives to have access to the Account Records and such other documentation sufficient to enable them, using generally accepted auditing standards, to verify and confirm the calculations, determinations and reports to be made and given by the Servicer hereunder and otherwise to satisfy their reporting obligations to Co-Owners and applicable regulatory authorities.

Section 8.4 Annual Confirmation by Auditors.

On or before March 1 in each year, the Servicer shall provide the Custodian with a report addressed to it of the independent auditors of the Servicer (who shall be a nationally recognized firm of chartered accountants) to the effect that such auditors have examined the books and records of the Servicer relating to the servicing of the Accounts and the Receivables during the previous fiscal year and that, on the basis of such examination, the calculations made by the Servicer hereunder have been properly made in all material respects and correspond with the books and records maintained by the Servicer or, if such is not the case, stating the nature of the exceptions. The Servicer shall cause its auditors to cooperate with the auditors of each Co-Owner in performing their respective audit obligations. The costs associated with the report of independent auditors shall be a Pool Expense as contemplated in paragraph (c) of the definition of "**Pool Expenses**" in Section 1.1, responsibility for the payment of which, as among the Account Pool Owners, shall be determined in accordance with Section 3.8. The Servicer shall provide each Rating Agency with a copy of such report.

Section 8.5 Servicer Termination Events.

(1) The Servicer shall, immediately upon becoming aware of the occurrence of a Servicer Termination Event, provide written notice to the Custodian, each Rating Agency and each other Person so specified in respect of a Series in the related Series Purchase Agreement of such occurrence. If the Custodian becomes aware of any event that, with or without the passage of time or the giving of notice, would constitute a Servicer Termination Event, the Custodian shall forthwith provide notice of the same to the Servicer by telecopier, requiring the same to be remedied. Except as provided in this Section, if such event occurs, the Custodian is not authorized to assert the rights and privileges of the Co-Owners and the Seller against the Servicer or any guarantor of the Servicer's obligations and has no duty to do so and the obligations of the Custodian as a result of any such event shall be limited to those contained in this Section.

(2) A "**Servicer Termination Event**" shall be deemed to have occurred in respect of each Series if one or more events specified as "**servicer termination events**" in a Series Purchase Agreement has occurred and is continuing, and the requisite number of Co-Owners specified in such Series Purchase Agreement have not waived the servicer termination event or events.

(3) If a Servicer Termination Event has occurred and is continuing, the Co-Owners may, by Co-Owner Direction in respect of all Series, elect to give notice to the Servicer (a "**Termination Notice**") terminating all rights and obligations of the Servicer in respect of the Accounts and the Receivables (and in particular the rights and obligations under Sections 6.3(2), 8.1, and 8.3, other than its obligation to hold all Collections and Transfer Deposits in trust and direct the Custodian to make remittances and withdrawals from the Collection Account as therein provided until such obligation is assumed by the Successor Servicer) and, subject to satisfaction of the requirements of Section 8.5(9), directing the Custodian to appoint a successor servicer (a "**Successor Servicer**") named in, or satisfying such criteria as may be set forth in, the Termination Notice, with effect from and after the date on which a Successor Servicer is appointed by the Custodian in accordance with this Section 8.5, provided that the Co-Owners have notified the Rating Agencies in writing of the identity of the Successor Servicer to be appointed at least ten Business Days' prior to such Successor Servicer's appointment.

(4) Upon the occurrence of a Servicer Termination Event, the Custodian shall, subject to Section 11.1(4), promptly take all actions specified in each Series Purchase Agreement to elicit a Co-Owner Direction in respect of all Series. If the Series Purchase Agreement for a Series specifies that a meeting of Co-Owners of the Series shall be held, the Custodian shall forthwith call a meeting of Co-Owners of the Series in the manner specified in the Series Purchase Agreement to be held as soon as practicable and, in any event, notwithstanding the notice periods specified in the Series Purchase Agreement, within 30 Business Days of the date of the notice calling the meeting.

(5) If a delay in obtaining a Co-Owner Direction with respect to the termination of the Servicer pursuant to Section 8.5(3) would reasonably be expected to have a material adverse effect on the interests of Co-Owners, the Custodian, as agent for and on behalf of the Co-Owners and the Seller shall, except if the Custodian has received a Co-Owner Direction in respect of all Series directing it to do otherwise or is satisfied that the applicable Servicer Termination Event occurred as a result of inadvertence or error on the part of the Servicer and is capable of timely rectification, forthwith elicit offers (on a

sealed bid basis) from at least three Persons, who are not Affiliates of one another and who satisfy the requirements of Section 8.5(3), relating to the assumption by such Persons of the Servicer obligations hereunder, including a specified annual servicing fee that such Person is prepared to accept as full compensation for the assumption of such obligations. Notwithstanding Section 8.5(8), the Custodian shall, within 15 Business Days from the date that the last of such offers is submitted to the Custodian, select the Person, from among those Persons submitting offers, who is prepared to immediately accept the appointment as Successor Servicer and whose specified servicing fee as set forth in the offer is the lowest annual amount therefor; provided, however, that in no event will a Person be selected if the annual servicing fee specified in its offer exceeds 2.0% of Collections, and in the case of DBRS, if DBRS is then rating any outstanding Related Securities, the selection of such Person is subject to satisfaction of the Rating Agency Condition (determined by reference to DBRS only). Subject to the foregoing, immediately upon selection, such Person shall be appointed by the Custodian, on behalf of the Account Pool Owners, as the Successor Servicer and shall assume the responsibilities of Successor Servicer hereunder.

(6) Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof (except that the Successor Servicer shall not be liable for any liabilities incurred by the predecessor Servicer), and all references in this Agreement to the Servicer shall be deemed to refer to the Successor Servicer. All powers and authorities of the Servicer shall be vested in the Successor Servicer, and the Servicer shall execute and deliver all such instruments and documents and do such other acts and things as shall be necessary to effect the transfer of such powers and authorities to the Successor Servicer. Without limiting the generality of the foregoing, the Successor Servicer may in its discretion at any time and from time to time and shall, upon receipt of a Co-Owner Direction, give any notice to any Person or Persons and do such acts and take such proceedings as the Successor Servicer may consider expedient and in accordance with the provisions of Section 8.1 for the purpose of collecting all or any part of the Receivables and may demand and receive payment therefor and may give releases and discharges therefor and enforce any and all rights incidental to or arising out of the Receivables, including all rights of possession, repossession, revindication, seizure, removal and sale of chattels or other property.

(7) CIBC and each predecessor Servicer, to the extent that it is permitted to do so pursuant to applicable agreements and applicable Requirements of Laws, shall make available to the Successor Servicer without charge its computer programs, including any necessary software licenses, and its electronic ledgers and other records relating to the Receivables and the Accounts and its personnel engaged in the servicing of the Accounts and the Receivables and CIBC and each predecessor Servicer shall provide all reasonable assistance to the Successor Servicer in assuming the obligations of the Servicer hereunder. CIBC and each predecessor Servicer shall also deliver to the Successor Servicer all agreements, books, ledgers, invoices and other written records in the possession of CIBC or such predecessor Servicer of or relating to the Accounts and the Receivables and segregate, in a manner reasonably acceptable to the Successor Servicer, all cash, cheques and other instruments constituting Collections and Transfer Deposits received by it from time to time and, promptly upon receipt, remit same to the Successor Servicer duly endorsed or accompanied by duly executed instruments of transfer. To the extent that the records relating to the Receivables and Accounts consist

in whole or in part of computer programs which are used by the Servicer, the Servicer shall maintain such records in a transferable form and, as soon as practicable following the receipt of a request from the Successor Servicer, use commercially reasonable efforts to arrange for the license or sublicense of such programs to be transferred or assigned to the Successor Servicer.

(8) The Successor Servicer may, and shall upon receipt of a Co-Owner Direction, take any and all steps, in the Servicer's name and on its behalf, necessary or desirable in the Successor Servicer's opinion or as otherwise directed in the Co-Owner Direction, to collect the Receivables, including endorsing the Servicer's name on cheques and instruments representing Collections and Transfer Deposits and enforcing obligations of Obligors in respect of the Receivables and if requested by the Successor Servicer, the Servicer shall grant an irrevocable power of attorney in favour of the Successor Servicer and execute such further assurances as may be required to give effect to the foregoing. If an incumbent Servicer fails to act reasonably to give effect to the transfer of responsibility as Servicer to a duly appointed Successor Servicer, the Custodian is hereby authorized and empowered by such incumbent Servicer to execute and deliver, on behalf of the incumbent Servicer, as attorney in fact, all documents and other instruments and to do all other acts and things necessary or appropriate to give effect to such transfer of responsibility.

(9) Subject to Section 1.12, the Custodian shall make all necessary arrangements for the reasonable compensation of the Successor Servicer (without the necessity of incurring any cost or expense on its own account). The responsibility for the remuneration and expenses of the Successor Servicer and the payment of all fees and expenses relating to the Account Assets under the Accounts shall be that of the Seller, the Ownership Interests being serviced interests as provided herein. Unless otherwise paid as Pool Expenses as provided in Section 6.7(1), CIBC, as Seller and initial Servicer, shall reimburse the Custodian for such fees and expenses of any Successor Servicer paid by the Custodian, if any, and the Custodian shall be entitled to reduce that amount of remittances otherwise made to CIBC by such amount and receive such amounts as reimbursement to the Custodian by the Seller for such amounts as contemplated in Section 6.7(5)(a). The Custodian shall not be liable to CIBC in the event that it fails to secure the services of a Successor Servicer.

(10) Subject to Section 8.5(2), the appointment of a Successor Servicer may be terminated and a new Successor Servicer appointed on not less than 30 days' prior written notice given to the existing Servicer and the foregoing provisions of this Section 8.6 shall apply mutatis mutandis to such termination and appointment.

(11) All authority and power granted to the Servicer under this Agreement shall automatically cease and terminate upon termination of the custodial arrangement pursuant to Section 12.14, and shall pass to and be vested in the Seller and, without limitation, the Seller is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights in respect of each Designated Portfolio. The Servicer agrees to cooperate with the Seller in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables and the Accounts. The Servicer shall transfer its electronic records relating to the Receivables to the Seller or its designee in such electronic form as it may reasonably request and shall transfer all other

records, correspondence and documents to it in the manner and at such times as it shall reasonably request. To the extent that compliance with this Section shall require the Servicer to disclose to the Seller information of any kind which the Servicer deems to be confidential, the Seller shall be required to enter into such customary licensing and confidentiality agreements as the Servicer shall deem necessary to protect its interests.

Section 8.6 Servicer Resignation.

CIBC or a Successor Servicer may not voluntarily resign as Servicer unless, in the opinion of CIBC or such Successor Servicer, acting reasonably, the performance of the duties and obligations of Servicer hereunder by CIBC or such Successor Servicer is no longer permissible under any Requirements of Law, and there is no action which could reasonably be taken by CIBC or such Successor Servicer that would make the performance of such duties and obligations permissible under any Requirements of Law. The procedures specified in Section 8.5 in respect of the replacement of a Servicer shall be applicable in such circumstances.

Section 8.7 Servicing Compensation.

(1) CIBC, as Seller and initial Servicer, agrees that the consideration received by it for the undivided co-ownership interests in the Account Assets sold by it from time to time hereunder shall include full compensation for the servicing activities hereunder and the expenses as set forth in Section 8.7(2). If a Successor Servicer, other than an Affiliate of CIBC, is appointed as the Servicer, such Successor Servicer shall be entitled to receive a servicing fee and reimbursements of its expenses on each Calculation Day, which fee and reimbursements shall be included as Pool Expenses payable to the Successor Servicer as contemplated in paragraph (b) of the definition of Pool Expenses under Section 1.1, except if paid directly by CIBC. CIBC and, in the circumstances contemplated in Section 8.5(3), the Seller, shall be responsible for such Successor Servicer's servicing fee and disbursements and any costs and expenses incurred by the Custodian or the Successor Servicer in effecting such succession, and the Co-Owners shall not bear any liability with respect thereto.

(2) The Servicer's expenses include the reasonable fees and disbursements incurred by the Servicer in connection with its activities hereunder, and including all other fees and expenses relating to the Account Assets not expressly stated herein to be for the account of the Co-Owners. The Servicer shall be required to pay such expenses for its own account, and shall not be entitled to any payment from the Co-Owners or the Seller therefor other than, in the case of a Successor Servicer, an agreed servicing fee, if any, which shall be a Pool Expense and shall be paid by the Servicer from Collections in accordance with Section 6.7(1). The Servicer will be solely responsible for all fees and expenses incurred by or on behalf of the Servicer in connection herewith and the Servicer will not be entitled to any fee or other payment from, or claim on, the Account Assets (other than, in the case of a Successor Servicer, an agreed servicing fee, if any, payable as and to the extent provided in Section 6.7(1)).

Section 8.8 Reorganization of Servicer.

Any Person into which the Servicer may be amalgamated or consolidated or any Person resulting from any amalgamation or consolidation to which the Servicer is a party, or any Person succeeding to the business of the Servicer, shall be the Successor Servicer and such successor, prior to or contemporaneously with the completion of such transaction, shall have

executed such instruments as, in the Opinion of Counsel, are necessary or advisable to evidence the assumption by the successor of all of the obligations of the Servicer hereunder.

ARTICLE 9
MATTERS RELATING TO THE SELLER

Section 9.1 Liability of the Seller.

The Seller shall be liable for all obligations, covenants, representations and warranties of the Seller arising under or related to this Agreement. Except as provided in the preceding sentence, the Seller shall be liable only to the extent of the obligations specifically required to be undertaken by it in its capacity as Seller or, if applicable, as Servicer hereunder.

Section 9.2 Limitation on Liability of the Seller.

No director, officer, employee or agent of the Seller shall be under any liability to the Custodian, the Co-Owners, any Entitled Parties or any other Person for any action taken or for refraining from the taking of any action by the Seller in accordance with this Agreement, whether arising from express or implied duties under this Agreement or otherwise; provided, however, that this provision shall not protect any such Person against any liability which would otherwise be imposed by reason of wilful misfeasance, bad faith or gross negligence in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. The Seller and any director or officer or employee or agent of the Seller may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person (other than the Seller) respecting any matters arising hereunder.

Section 9.3 Indemnification by Seller.

Without limiting any other rights that the Custodian, the Co-Owners and the Entitled Parties may have hereunder, under an applicable Series Purchase Agreement or Additional Property Agreement or under applicable law, the Seller shall indemnify and hold harmless the Custodian, its officers, directors and employees, the Co-Owners and the Entitled Parties from and against any loss, liability, expense, damage, claim or injury of any kind whatsoever suffered or sustained by reason of any acts, omissions or alleged acts or omissions arising out of activities of the Seller or the Custodian, its officers, directors and employees, pursuant to this Agreement, any Series Purchase Agreement or any Additional Property Agreement, including, but not limited to, any judgment, award, settlement, legal fees and disbursements (on a solicitor and his own client basis) and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim resulting from:

(a) reliance on any representation or warranty made by the Seller in this Agreement or any report or any other document furnished pursuant hereto which was incorrect in any material respect when made;

(b) the failure by the Seller to comply with any Requirements of Law with respect to any Receivable or Accounts, including any failure to render any account in accordance with any Requirements of Law or the applicable Credit Card Agreement or to perform its obligations under any Account or the nonconformity of any Receivable with any Requirements of Law;

(c) any product liability claim, claim for taxes exigible on the sale of any service or merchandise, or personal injury or property damage suit or other similar or related claim or action of whatsoever sort arising out of or in connection with any merchandise or services which are the subject of any Receivable or Account of the Seller; and

(d) any obligation referred to in Section 2.1(1)(a) or (b);

(e) any claims asserted against a Series Account by any of the Seller's creditors; and

(f) any failure of the Seller to perform or observe any of its duties, covenants or obligations hereunder,

provided, however, that the Seller shall not indemnify the Custodian, its officers, directors or employees, any Co-Owner or any Entitled Party if such acts, omissions or alleged acts or omissions constitute fraud, gross negligence, breach of fiduciary duty (other than negligent action) or wilful misconduct by the Custodian or its officers, directors or employees and the Seller shall not indemnify the Custodian, the Co-Owners or any Entitled Party for any act taken by the Custodian at the request of any Co-Owner or Entitled Party to the extent that the Custodian is indemnified by such Co-Owner or Entitled Party with respect to such action, or, unless otherwise specified in a Series Purchase Agreement, for any Canadian federal, provincial, territorial or local income or sales taxes, goods and services taxes or large corporations or capital taxes (or any interest or penalties with respect thereto) required to be paid by the Custodian, any Co-Owner or any Entitled Party arising solely as a result of it earning or otherwise receiving income in performing its obligations hereunder or as a result of satisfying any eligibility criteria specified hereunder in respect thereof. Any right to indemnification under this Section 9.3 shall survive the termination of this Agreement.

Section 9.4 Reorganization of Seller.

Nothing in this Agreement shall prevent the reorganization, consolidation, amalgamation or merger of the Seller with any other Person or the transfer of all or substantially all of the undertaking, property and assets of the Seller to another Person if:

(a) such other Person (for the purposes of this Section, the "**successor corporation**"), prior to or contemporaneously with the completion of such transaction, shall have executed such instruments as, in the Opinion of Counsel, are necessary or advisable to evidence the assumption by the successor corporation of all obligations of the Seller hereunder; and

(b) the Seller shall have delivered to the Custodian, each Rating Agency, each Agent and each Entitled Party an Officers' Certificate, dated the date that the reorganization, consolidation, amalgamation, merger or transfer is to be effected describing the nature of such reorganization, consolidation, amalgamation, merger or transfer and stating that the Seller reasonably believes that such transaction will not result in the occurrence of an Amortization Event in respect of any Series and is not reasonably expected to result in the occurrence of an Amortization Event in respect of any Series at any time in the future and that each condition specified in any Series Purchase Agreement in relation to this Section 9.4 has been satisfied.

Whenever the foregoing conditions are met, the successor corporation shall possess and from time to time may exercise each and every right and power of the Seller hereunder and shall perform and be liable for all of its obligations.

Section 9.5 Right of the Seller to Recombine Ownership Interests Acquired by it with Retained Interest.

(1) The Seller shall not be restricted from subscribing for Ownership Interests pursuant to Section 3.1 or a Series Purchase Agreement or from accepting an assignment from an existing Co-Owner of Ownership Interests pursuant to Sections 2.5, 6.9 or otherwise in accordance with Section 12.5.

(2) Subject to any contrary provisions contained in a Series Purchase Agreement or Additional Property Agreement for a Series, the Seller shall be permitted to provide written notice to the Custodian, each Agent, each Entitled Party and the Servicer that they desire to re combine the Retained Interest with Ownership Interests of the Series owned by the Seller at such time (the "**recombination**"); provided that such Ownership Interests shall constitute all of the existing Ownership Interests of the Series at such time and all relevant times thereafter. On the first Business Day after such notices have been provided, the Unadjusted Invested Amount of the Series shall be reduced to zero, with the effect that all of the provisions of this Agreement and the Series Purchase Agreement shall, unless otherwise specified hereunder, at the effective time of recombination be considered to be of no further effect in relation to the Series. Upon the effective date of recombination, all rights, entitlements, benefits and obligations of the Custodian, each Entitled Party, each Agent and the Servicer shall terminate in relation to the Series and be of no further effect, except to the extent that representations and warranties made in favour of the Seller or any Co-Owner by the Custodian, any Agent, any Entitled Party or the Servicer shall survive the effective date to the extent expressly set forth herein or in an applicable Series Purchase Agreement.

ARTICLE 10
SETTLEMENT OF DISPUTES, ENFORCEMENT AND CO-OWNER DIRECTIONS

Section 10.1 Acknowledgement.

Each Co-Owner, through the Custodian acting as its agent, and the Seller hereby agree, acknowledge and consent (which will be definitively confirmed by such Person's acquisition of an Ownership Interest or the Retained Interest, as the case may be) that:

(a) each of the Co-Owners and the Seller shall from time to time have an undivided co-ownership interest in the Account Assets, as tenants-in-common;

(b) the provisions regarding the collection of Receivables and the remittance of Collections and Transfer Deposits contained in this Agreement have been included for the mutual benefit of each Co-Owner and the Seller in order to provide for the orderly administration of its respective interest in the Account Assets; and

(c) it is necessary and desirable to deal with the collection of the Receivables and the remittance of Collections and Transfer Deposits in the manner provided in this Agreement.

Section 10.2 Enforcement.

In respect of an Ownership Interest, each of the Custodian, the Co-Owner thereof and the Seller agree that the provisions of this Agreement and the related Series Purchase Agreement regarding the collection of Receivables and the remittance of Collections and Transfer Deposits are binding on them, and each such Person shall, in enforcing any of its rights or complying with any of its obligations under any agreement to which such Person is a party, notwithstanding any provision of any such agreement, observe and be bound by the provisions regarding collection of the Receivables and the remittance of Collections and Transfer Deposits contained herein and in the related Series Purchase Agreement. In addition, each of the Custodian, such Co-Owner and the Seller shall:

(a) subject to restrictions, if any, under any applicable law, not commence or consent to the commencement of any proceedings against the Seller under any Canadian federal, provincial or territorial law or foreign law relating to bankruptcy, reorganization, arrangement, insolvency or liquidation or any similar law now or hereafter in effect;

(b) take all reasonable steps to ensure that they observe the provisions of this Agreement and the related Series Purchase Agreement regarding the collection of Receivables and the deposit and remittance of Collections;

(c) not Transfer, grant a security interest in, pledge or otherwise enter into a transaction in relation to an Ownership Interest unless the other party to such transaction agrees to be bound by the provisions of this Agreement and the related Series Purchase Agreement, except to the extent expressly provided for herein;

(d) not, in any manner, challenge or bring into question the validity, priority, perfection or enforceability of the Ownership Interest of any Co-Owner or the Retained Interest of the Seller and not otherwise affect, disturb or prejudice the rights of any other Co-Owner or the Seller; and

(e) not enforce any right (except as provided herein) pursuant to any applicable law in relation to the giving of notice to any Obligor, require payment of any Receivable or apply for partition of the Account Assets or any portion thereof.

Section 10.3 Priorities.

Each Co-Owner, through the Custodian acting as its agent, hereby agrees, acknowledges and consents (which will be definitively confirmed by such Person's acquisition of an Ownership Interest) and the Seller agrees that its respective entitlements and obligations hereunder shall not be affected by:

(a) the priorities otherwise accorded to the Ownership Interest of the Co-Owner and the Retained Interest of the Seller under any applicable law;

(b) the time or order of creating, granting, execution or delivery of any Series Purchase Agreement, any Related Document, any amendment thereto, or any document or instrument connected with the Transfer of an Ownership Interest to such Co-Owner, the Transfers between Co-Owners and the Seller of undivided co-ownership interests in the Account Assets pursuant to Section 6.7, the creation of Supplemental Interests derived from the Retained Interest or the retention of the Retained Interest by the Seller;

(c) any, or any lack of attachment, perfection, giving of notices or making any demand for payment;

(d) the time or order of registration of any document or instrument; or

(e) the giving or failure to give notice of any of the foregoing to any other Person.

Section 10.4 Settlement of Disputes.

If any Co-Owner, the Seller or any Entitled Party fails to agree with respect to any of the calculations and determinations set out in the reports and accompanying data delivered pursuant to Section 5.6 or any adjustments to the Ownership Interest of any Co-Owner or deposits and remittances made to or from the Collection Account to the Seller or such Co-Owner pursuant to this Agreement (including as a result of an error as contemplated in Section 6.10), then the Person disputing any of such calculations, determinations, adjustments, deposits and remittances shall deliver a written notice of objection within thirty days of the delivery of such report or the making of such calculations, determinations, adjustments, deposits or remittances, as the case may be, to such other Persons (or, in the case of the Co-Owners, to the Custodian or their Agent) and to the Servicer. Following delivery of the notice of objection and until such time as the items in dispute are resolved in accordance with this Section, unless such Co-Owner, the Custodian, the Entitled Parties and the Seller agree otherwise, the report of the Servicer or the calculation, determination, adjustment, deposit or remittance shall be deemed to be correct. Following delivery of the notice of objection, the Servicer shall, in accordance with the foregoing, forthwith make any required adjustments to the Invested Amount or Unadjusted Invested Amount, as the case may be, of the Series and, in the case of remittances from the Collection Account, any required adjustments pursuant to Section 6.10. If such Co-Owner, the Entitled Parties and the Seller are unable to resolve the items in dispute within thirty days of delivery of the notice of objection, then such Co-Owner, Entitled Parties and the Seller shall promptly instruct their auditors to review the reports of the Servicer relating to the items in dispute. If the auditors of such Co-Owner, Entitled Parties and the Seller are not the same firm and if such auditors cannot resolve the items in dispute within thirty days from the day of delivery of the notice of objection, the items in dispute shall be referred to another firm of auditors selected by the auditors of such Co-Owner, Entitled Parties, and the Seller, or, failing agreement as to such firm, to a firm of auditors appointed by a judge of the Ontario Superior Court of Justice. The decision of such auditors as to the items in dispute shall be final and binding. Following agreement of such Co-Owner, the Custodian, the Entitled Parties and the Seller or the final decision of the auditors, as the case may be, as to the items in dispute, the Servicer shall forthwith make any required adjustments to the Invested Amount or Unadjusted Invested Amount, as the case may be, of the Series and, in the case of remittances from the Collection Account, any required adjustments pursuant to Section 6.10.

Section 10.5 Limitation on Rights of Co-Owners.

No Co-Owner shall have any right by virtue of any provisions of this Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Agreement or the Account Assets, unless a Co-Owner Direction in relation to all Series shall have previously been given requesting the Custodian to institute such action, suit or proceeding and the Co-Owners shall have offered to the Custodian such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Custodian, for sixty days after such request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by each Co-Owner with every other Co-Owner, the Custodian and the Seller, that no one or more Co-Owners shall have any right in any manner whatever by virtue or by availing itself or themselves of any provisions of this Agreement to affect, disturb or prejudice the rights of the Co-Owners of any other Ownership Interests, or to obtain or seek to obtain priority over or preference to any other such Co-Owner, or to enforce any right under this Agreement or pursuant to applicable law, including the giving of notice to any Obligor requiring payment of any Receivable or applying for partition of the Account Assets, except if and in the manner herein provided and, if so provided, for the equal, ratable and common benefit of all Co-Owners and the Seller except as otherwise expressly provided in this Agreement.

Section 10.6 Co-Owner Directions.

(1) If a provision of this Agreement or any Series Purchase Agreement requires or permits any action to be taken, any decision to be made, or any other matter to be determined by a Co-Owner Direction, such action, decision, or other matter shall be taken, made or determined in the case of a Co-Owner Direction relating solely to a Series upon the terms and subject to satisfaction of all applicable conditions set forth in the related Series Purchase Agreement and in the case of a Co-Owner Direction relating to more than one Series in the manner described under paragraph (b) of the definition of Co-Owner Direction. Subject to the specific terms of a Series Purchase Agreement in relation to the related Series, the Custodian is hereby authorized to make rules and regulations respecting the holding of meetings of Co-Owners, including with respect to the giving of notice, the appointment of proxies, the appointment of a Chairman, the conduct of a vote and such other matters as are reasonably required for the conduct of such meeting.

(2) For the purpose of Section 10.6(1) and any provision of this Agreement otherwise entitling the Co-Owners to give a Co-Owner Direction or otherwise to direct the Custodian or any other Person to act or not to act, Ownership Interests owned by the Seller or by any other Person controlling, controlled by or under common control with the Seller shall be disregarded and deemed not to exist in relation to such vote or direction, except that:

(a) Ownership Interests so owned which have been pledged in good faith shall not be so disregarded and shall be treated as existing if the pledgee, who is not the Seller or any other Person controlling, controlled by or under common control with the Seller, establishes that he has the right to vote and make all directions in respect of such Ownership Interests without regard to any direction from, or control by, the Seller or any other Person controlling, controlled by or under common control with the Seller; and

(b) Ownership Interests so owned which have been irrevocably deposited into a trust under which the trustee is a Person, other than the Seller or any other Person controlling, controlled by or under common control with the Seller, who, pursuant to a document in writing under which the trust is established, governed or bound, has the right to vote and make all directions in respect of such Ownership Interests without regard to any direction from, or control by, the Seller or other Person controlling, controlled by or under common control with the Seller, shall not be so disregarded and shall be treated as existing.

For the purposes of this Section 10.6(2), a Person controls another Person if more than 50 percent (50%) of the ownership interests, however designated, into which the other Person is divided are owned by that Person and that Person has the power to direct the management and policies of the other Person.

ARTICLE 11
THE CUSTODIAN

Section 11.1 Duties of Custodian.

(1) The Custodian, prior to the occurrence of a Servicer Termination Event of which it has actual knowledge and after the curing of all Servicer Termination Events which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. If a Servicer Termination Event to the actual knowledge of the Custodian has occurred (which has not been waived), the Custodian shall exercise such of the authority, rights and powers that it has under this Agreement and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of that Person's own affairs.

(2) The Custodian, upon receipt of all resolutions, certificates, Officers' Certificates, statements, opinions, Opinions of Counsel, reports, documents, orders or other instruments furnished to the Custodian which are specifically required to be furnished pursuant to any provision of this Agreement, shall examine them to determine whether they substantially conform in form to the requirements of this Agreement.

(3) Subject to Section 11.1(1), no provision of this Agreement shall be construed to relieve the Custodian from liability for its own grossly negligent action, its own grossly negligent failure to act or its own wilful misconduct; provided, however, that:

(a) the Custodian, in its capacity as Custodian or otherwise, shall not be liable for an error of judgment made, or for any act done or step taken or omitted to be taken, or for any mistake of fact or law made in good faith by an officer, employee or agent of the Custodian unless it shall be proved that the Custodian was grossly negligent in ascertaining the pertinent facts; and

(b) the Custodian shall not be charged with knowledge of any fact relevant to the performance of its duties hereunder or under any Series Purchase Agreement unless a responsible officer of the Custodian obtains actual knowledge of such fact.

(4) The Custodian shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its authority, rights or powers. None of the provisions contained in this Agreement shall in any event require the Custodian to perform, or be responsible for the manner of performance of, any obligations of the Servicer under this Agreement except during such time, if any, as the Custodian shall be the successor to, and be vested with the rights, duties, powers and privileges of, the Servicer in accordance with the terms of this Agreement. Before acting to institute any action or proceeding, the Custodian shall be entitled to be paid its reasonable costs and expenses (including legal fees) by the Co-Owners and the Seller in accordance with Sections 6.7(1) and (2).

(5) Except for actions expressly authorized by this Agreement, the Custodian shall take no action reasonably likely to impair the interests of the Seller or the Co-Owners in any Account Asset under Accounts now existing or hereafter created or to impair the value of any Account Asset under Accounts now existing or hereafter created.

(6) Except as expressly provided in this Agreement, the Custodian shall have no power or authority to vary the Account Assets under the Accounts or, in particular the power or authority to (a) accept any substitute obligation for a Receivable, (b) add any other investment, obligation or security to the Account Assets under the Accounts or (c) withdraw and take as its own property any Account Asset under the Accounts.

(7) If the Seller has agreed to Transfer or has Transferred any receivables arising under its credit card accounts (other than the Receivables) to another Person, the Custodian, acting in its capacity as agent for the Co-Owners and the Seller, shall, if so requested by the Seller, enter into such ownership recognition agreements, non-disturbance agreements or other similar agreements with such other Person relating to such receivables as are necessary to identify separately the ownership interests and property rights of the Co-Owners and the Seller in the Account Assets and the interests of such other Person in the receivables arising under other credit card accounts established by the Seller; provided, however, that the Custodian shall not enter into any ownership recognition agreement, non-disturbance agreement or other similar agreement which could adversely affect the interests of the Co-Owners or the Custodian and, upon the request of the Custodian, the Seller will deliver an Opinion of Counsel on any matters relating to such ownership recognition agreements, nondisturbance agreements or other similar agreements reasonably requested by the Custodian.

(8) Notwithstanding any other provision contained herein, and except to the extent any Entitled Party is a party to a Series Purchase Agreement, the Custodian is not acting as, and shall not be deemed to be, a fiduciary, bailee or agent for any Entitled Party in its capacity as such, and the Custodian's sole responsibility with respect to Entitled Parties shall be to perform those duties with respect to Entitled Parties as are specifically set forth herein and no implied duties or obligations shall be read into this Agreement against the Custodian with respect to any Entitled Party.

(9) The Custodian hereby acknowledges that its appointment by the Co-Owners and the Seller as agent pursuant to this Agreement and any Series Purchase Agreements, is and is intended to be a limited appointment in the capacity of an agent of independent status acting in the ordinary course of its business and there are no implied duties or obligations except as expressly provided herein. The Custodian acknowledges that its role in the transactions herein provided for is limited to the functions specified in this

Agreement and, unless expressly stated to the contrary or otherwise required by the context, all references in this Agreement to the Custodian shall mean the Custodian acting as agent for and on behalf of the Co-Owners and the Seller. Without limiting the generality of Section 1.12, the Custodian acknowledges that it does not have and agrees that it will not exercise or purport to exercise any general power or general authority to conclude, enter into or vary contracts collateral to this Agreement in the name of or on behalf of the Co-Owners and the Seller or any one or more of them.

Section 11.2 Certain Matters Affecting the Custodian.

Except as otherwise provided in Section 11.1, but notwithstanding anything (other than Section 11.1) to the contrary contained in this Agreement or any Series Purchase Agreement:

(a) the Custodian may rely on and shall be protected in acting on, or in refraining from acting in accordance with, any resolution, statutory declaration, Officers' Certificate, certificate of auditors, direction or calculation made by the Servicer or the Seller or any other certificate, statement, instrument, opinion, Opinion of Counsel, report, notice, request, direction, consent, order, appraisal, bond or other paper or document believed by the Custodian to be genuine and to have been signed or presented to it pursuant to this Agreement by the proper party or parties;

(b) the Custodian may consult with counsel with respect to any questions as to any of the provisions hereof or its duties hereunder, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel, and the fees of such counsel paid by the Custodian shall be reimbursed from Collections and Transfer Deposits in the manner described in Section 11.1(4);

(c) the Custodian shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement or to institute, conduct or defend any litigation hereunder or in relation hereto, at the request, order or direction of any of the Co-Owners or the Seller, pursuant to the provisions of this Agreement, unless such Persons shall have offered to the Custodian reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby which is reasonably satisfactory to the Custodian;

(d) the Custodian shall not be personally liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it under this Agreement;

(e) the Custodian shall not be bound to verify the accuracy or completeness of or to make any investigation whatsoever into the facts of matters stated in any resolution, statutory declaration, certificate, Officers' Certificate, statement, instrument, opinion, Opinion of Counsel, report, notice, request, direction, calculation, consent, order, approval, bond or other paper or document;

(f) the Custodian may exercise the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian, and the Custodian shall not be responsible for any misconduct or negligence on the

part of any such agent, attorney or custodian appointed with due care by it hereunder; and

(g) except as may be required by Section 11.1(2), the Custodian shall not be required to make any initial or periodic examination of any documents or records related to the Account Assets, the Collection Account, any Series Account or any Additional Property.

Section 11.3 Custodian May Own Ownership Interests.

The Custodian, in its individual or any other capacity, may become the owner or pledgee of one or more Ownership Interests with the same rights as it would have if it were not the Custodian.

Section 11.4 Payment of Custodian's Fees and Expenses.

Each of the Co-Owners and the Seller agree that the Custodian shall be entitled to be paid reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Custodian, which compensation shall be included as Pool Expenses. The Custodian shall be entitled to be reimbursed from Collections and Transfer Deposits in accordance with Section 6.7(1) for all reasonable expenses, disbursements and advances incurred or made by it in the exercise and performance of any of its powers and duties hereunder (including the reasonable fees and expenses of its agents, advisors (including counsel) and any co-custodian), in each case as and to the extent provided under Section 6.7(1); provided, however, that no such payment or reimbursement shall be paid to or on behalf of the Custodian if such expense, disbursement or advance arises from its gross negligence or bad faith. Each payment made to the Custodian pursuant to Section 6.7(1) shall be considered to have been made by the Account Pool Owners from Collections and/or Transfer Deposits. The covenant to pay the expenses, disbursements and advances provided for in the preceding sentence shall survive the termination of this Agreement.

Section 11.5 Eligibility Requirements for Custodian.

The Custodian hereunder shall at all times be a Schedule I chartered bank or a trust company or insurance company organized and doing business under the laws of Canada or any province thereof and, in each case, authorized under applicable law to exercise corporate trust powers, (i) having a combined capital and surplus of at least $50,000,000 and having received an investment grade rating from each of the Rating Agencies and be subject to supervision or examination by federal or provincial authorities; or (ii) satisfies the Rating Agency Condition. If such corporation publishes reports of condition at least annually, pursuant to applicable law or to the requirements of the aforesaid supervising or examining authorities, then, for the purpose of this Section 11.5, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Custodian shall cease to be eligible in accordance with the provisions of this Section 11.5, the Custodian shall resign immediately in the manner and with the effect specified in Section 11.6.

Section 11.6 Resignation or Removal of Custodian.

(1) Subject to the provisions of Section 11.6(3), the Custodian may at any time tender its resignation by giving written notice thereof to the Co-Owners (or their Agent on their

behalf), the Seller and the Servicer and, upon the receipt and acceptance thereof by the Servicer, on behalf of the Seller and the Co-Owners, shall be discharged from its obligations and duties hereunder. Upon receiving such notice, the Co-Owners (or their Agent on their behalf) and the Seller shall promptly seek to retain a successor Custodian and, subject to acceptance by the Servicer of the resignation of the resigning Custodian, shall appoint such Person by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Custodian and one copy to the successor Custodian. If no successor Custodian shall have been so appointed or shall have accepted an appointment within 30 days after the giving of such notice of resignation, the Servicer may petition any court of competent jurisdiction for the appointment of a successor Custodian. The Servicer shall not accept the resignation of the resigning Custodian until a successor Custodian has been appointed and has agreed to act as Custodian in accordance with the terms hereof.

(2) If at any time the Custodian shall cease to be eligible in accordance with the provisions of Section 11.5 and shall fail to resign after written request therefor by the Servicer or the Co-Owners (or their Agent on their behalf), or if at any time the Custodian shall be legally unable to act, or commits any act of bankruptcy, including the making of an assignment or filing of notice of intention to make any proposal for the benefit of some or all of its creditors under applicable bankruptcy or insolvency law, or if a receiver of the Custodian or of its property shall be appointed, or any public officer shall take charge or control of the Custodian or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Servicer or the Co-Owners (or their Agent on their behalf) and the Seller may remove the Custodian and promptly appoint a successor Custodian by written instrument, in duplicate, one copy of which instrument shall be delivered to the Custodian so removed and one copy to the successor Custodian. The Custodian may also be removed for any other reason at any time upon a Co-Owner Direction of all Series, delivered to the Custodian, with a copy to the Seller and the Servicer. If a delay in obtaining a Co-Owner Direction with respect to the termination of the Custodian would reasonably be expected to have a material adverse effect on the interests of Co-Owners, the Servicer, as agent for and on behalf of the Co-Owners and the Seller, shall, except if the Servicer has received a Co-Owner Direction directing it to do otherwise, promptly elicit offers to become the Custodian (on a sealed bid basis) from at least three Persons, who are not Affiliates of one another and who satisfy the requirements of Section 11.5. Each such offer shall specify an annual fee that the offeror is prepared to accept as full compensation for the assumption of the obligations of the Custodian hereunder. The Servicer shall, within fifteen Business Days from the date that the last of such offers is submitted to the Servicer, select the Person, from among those Persons submitting offers, who is prepared to immediately accept the appointment as Custodian and whose specified servicing fee as set forth in the offer is the lowest annual amount therefor.

(3) Any resignation or removal of the Custodian and appointment of the successor Custodian pursuant to any of the provisions of this Section 11.6 shall not become effective until acceptance of appointment by the successor Custodian as provided in Section 11.7.

Section 11.7 Successor Custodian.

(1) Any successor Custodian appointed as provided in Section 11.6 hereof shall execute, acknowledge and deliver to the Servicer and to its predecessor Custodian an instrument

accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian shall become effective and such successor Custodian shall have all the authority, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Custodian herein. The predecessor Custodian shall deliver to the successor Custodian all documents or copies thereof, at the expense of the Servicer, and statements held by it hereunder, and the Servicer and the predecessor Custodian shall execute and deliver such instruments and do such other things as may reasonably be required for the successor Custodian to have all such authority, rights, power, duties and obligations. The Servicer shall immediately give notice to each Rating Agency, the Co-Owner (or their Agent on their behalf), the Seller and any Entitled Parties upon the appointment of a successor Custodian.

(2) No successor Custodian shall accept appointment as provided in this Section 11.7 unless at the time of such acceptance such successor Custodian shall be eligible under the provisions of Section 11.5 hereof and legally able to act as such.

Section 11.8 Merger, Amalgamation or Consolidation of Custodian.

Any Person into which the Custodian may be merged or converted or with which it may be consolidated or amalgamated, or any Person resulting from any merger, conversion, amalgamation or consolidation to which the Custodian shall be a party, shall be the successor of the Custodian hereunder, provided such Person shall be eligible under the provisions of Section 11.5 hereof and legally able to act as such, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Such Person shall provide prompt written notice to the parties hereto and to the Rating Agencies of its succession to the Custodian.

Section 11.9 Suits for Enforcement.

If a Servicer Termination Event shall occur and be continuing, the Custodian may, subject to the provisions of Section 1.12, Section 8.5 and Section 11.1(4), proceed to protect and enforce its rights and the rights of the Co-Owners and/or the Seller under this Agreement by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Agreement or in aid of the execution of any power granted in this Agreement or for the enforcement of any other legal, equitable or other remedy as the Custodian, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Custodian, the Co-Owners and the Seller.

Section 11.10 Representations, Warranties and Covenants of Custodian.

The Custodian represents and warrants, on a continuing basis, that:

(a) the Custodian satisfies all of the eligibility criteria set forth in Section 11.5;

(b) the Custodian has full power, authority and right to execute, deliver and perform this Agreement and each Series Purchase Agreement, and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement and each Series Purchase Agreement; and

(c) this Agreement and each Series Purchase Agreement have been duly executed and delivered by the Custodian and this Agreement and each Series Purchase

Agreement constitute legal, valid and binding obligations of the Custodian enforceable against the Custodian in accordance with their respective terms, except as such enforceability and the legality thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting the enforcement of creditors' rights in general and to the extent such laws render contractual provisions ineffective, and except as such enforceability may be limited by general principles of equity.

Section 11.11 Maintenance of Office or Agency.

The Custodian will maintain at its expense in the City of Toronto, an office or offices or agency or agencies where notices and demands to or upon the Custodian contemplated under this Agreement may be served. The Custodian designates its office at 100 University Avenue, 9th Floor, North Tower, Toronto, Ontario, M5J 2Y1 as its office for such purpose. The Custodian will give prompt written notice to the Servicer and to Co-Owners (or their Agent on their behalf) of any change in the location of any such office or agency.

Section 11.12 Payment from Account Assets and Collection Account.

Subject to Section 11.1(3), each Co-Owner and the Seller, by virtue of its ownership of an Ownership Interest and all or a portion of the Retained Interest, respectively, and each Entitled Party, acknowledges that it shall have no recourse to the Custodian and agrees that it will look solely to the Account Assets, the Collection Account and any Additional Property to the extent available for remittance to it for any amounts to be remitted or for the performance of any covenants or obligations, under this Agreement.

ARTICLE 12
GENERAL

Section 12.1 Ownership Interests Non Assessable and Fully Paid.

It is the intention of the parties to this Agreement that, except to the extent provided by Section 6.7(1), the Co-Owners shall not be personally liable for obligations of the Custodian or with respect to the Account Assets under the Accounts and that, except to the extent provided by Section 6.7(1), the Ownership Interests shall be nonassessable for any losses or expenses of the Custodian or with respect to the Account Assets under the Accounts or for any reason whatsoever.

Section 12.2 Amendments.

(1) This Agreement may be amended from time to time by the Servicer and the Seller without obtaining the consent of any of the Co-Owners, to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provisions herein, to add other identifying factors to the definition of "**Account**" or to add any other provisions with respect to matters or questions raised under this Agreement which shall not be inconsistent with the provisions of this Agreement, provided that such action shall not, as evidenced by an Opinion of Counsel addressed and delivered to the Custodian, each Agent, the Servicer and the Seller, adversely affect in any material respect the interests of any existing Co-Owners in relation to their Ownership Interests.

Each Rating Agency shall be notified by the Servicer of each such amendment and shall be provided with a copy thereof by the Servicer.

(2) This Agreement may also be amended from time to time by the Servicer, the Seller and the Custodian (upon receipt by the Custodian of a direction of affected Co-Owners given in the same manner, on the same terms and subject to the same conditions as a Co-Owner Direction, except that such direction must be given by Series which have Unadjusted Invested Amounts as of the most recent Reporting Day that aggregate to more than 66 2/3% of the aggregate of such Unadjusted Invested Amounts of all such affected Series), for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Co-Owners or the Seller; provided, however, that no such amendment shall:

(a) reduce in any manner the amount, or delay the timing, of any remittances to be made to Co-Owners or deposits of amounts to be so remitted or the amount available under any Additional Property;

(b) change the definition of or the manner of calculating the Invested Amount or the Unadjusted Invested Amount of the Series in respect of any Ownership Interest;

(c) reduce the aforesaid percentage required to consent to any such amendment or reduce the percentage specified for any act provided for hereunder; or

(d) adversely affect the rating of any Series or any Related Securities issued by an applicable Rating Agency,

in each such case, without the consent of each affected Co-Owner. The Servicer will provide the Rating Agencies with prior written notice of any such amendment to this Agreement or a Series Purchase Agreement. The consent of the Custodian will be required in respect of any amendments which affect the Custodian's rights, duties or immunities under this Agreement or otherwise.

(3) Promptly after the execution of any such amendment or consent (other than an amendment pursuant to Section 12.2(1)), the Servicer shall furnish notification of the substance of such amendment to each Co-Owner, each Agent and each Entitled Party.

(4) Notwithstanding anything in this Section to the contrary, no amendment may be made to this Agreement which would adversely affect in any material respect the interests of any Entitled Party without the consent of such Entitled Party.

(5) Any Series Purchase Agreement executed in accordance with the provisions of Section 3.1 and any amendment executed in accordance with the provisions of Section 3.3 shall not be considered an amendment to this Agreement for the purposes of this Section 12.2.

(6) The Series Purchase Agreement in relation to a Series and any Additional Property Agreement in relation to the Series may, subject to Section 1.13, be amended in accordance with, and any such amendments shall be subject to any conditions and limitations set forth in, the terms of such agreements. The Servicer shall provide each Rating Agency and each Entitled Party with a copy of each such amendment.

Section 12.3 Governing Law.

This Agreement, each Series Purchase Agreement and each Related Document shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Section 12.4 Notices.

(1) **Notice to Servicer**. Any notice, document or other communication required or permitted to be given to the Servicer under the provisions of this Agreement shall be in writing and shall be valid and effective if delivered or sent by facsimile or email transmission (with, in the case of facsimile or email transmission, receipt confirmed, either by telephone, reply facsimile or reply email, or in the case of email transmission, through the email software itself), to the Servicer, at:

(a) in the case of CIBC:

CIBC Card Products Division
750 Lawrence Avenue West, W-5
Toronto, Ontario
M6A 1B8

Attention: Finance Group
Facsimile: (416) 784-2463;
Email: cardsfinancemailbox@cibc.ca

and with a copy to CIBC:

Canadian Imperial Bank of Commerce
161 Bay Street, 5th Floor
Toronto, Ontario
M5J 2S8

Attention: Securitization Group
Facsimile: (416) 956-6220
Email: securitizationmailbox@cibc.ca; and

(b) in the case of a Successor Servicer, at the address, facsimile number and email address provided by such Successor Servicer in the written acceptance required under Section 8.5(5),

and such notice, document or other communication shall be deemed to have been received, if given by delivery, on the day of delivery, and, if sent by facsimile or email transmission, on the day receipt thereof has been confirmed in accordance with the provisions of this Section 12.4(1). The Servicer and any Successor Servicer may from time to time notify the other parties to this Agreement of a change in address, facsimile number or email address by notice given as provided in this Section 12.4.

(2) **Notice to Seller**. Any notice, document or other communication required or permitted to be given to the Seller under the provisions of this Agreement shall be in writing and shall

be valid and effective if delivered or sent by facsimile or email transmission (with, in the case of facsimile or email transmission, receipt confirmed, either by telephone, reply facsimile or reply email, or in the case of email transmission, through the email software itself), to the Seller at CIBC Card Products Division, 750 Lawrence Avenue West, W-5, Toronto, Ontario, M6A 1B8, Attention: Finance Group, Facsimile No.: (416) 784-2463, Email: cardsfinancemailbox@cibc.ca, with a copy to Canadian Imperial Bank of Commerce, 11th Floor, BCE Place, 161 Bay Street, Toronto, Ontario, M5J 2S8, Attention: Vice President, Treasury, Facsimile No.: (416) 594-7192, Email: Wojtek.Niebrzydowski@cibc.ca, and with a copy to Canadian Imperial Bank of Commerce, 161 Bay Street, 5th Floor, Toronto, Ontario, M5J 2S8, Attention: Securitization Group, Facsimile No.: (416) 956-6220, Email: securitizationmailbox@cibc.ca, and such notice, document or other communication shall be deemed to have been received, if given by delivery, on the day of delivery, and, if sent by facsimile or email transmission, on the receipt thereof has been confirmed in accordance with the provisions of this Section 12.4(2). The Seller may from time to time notify the other parties to this Agreement of a change in address, facsimile number or email address by notice given as provided in this Section 12.4.

(3) **Notice to Co-Owners**. Unless expressly provided to the contrary in this Agreement or in any Series Purchase Agreement, any notice, document or other communication required or permitted to be given hereunder to Co-Owners of Ownership Interests of a Series or Class evidenced by certificates issued in fully registered form under the provisions of this Agreement shall be given by means of publication in one English language daily newspaper of general circulation published in each of the Cities of Halifax, Montreal, Toronto, Calgary and Vancouver and in one French language daily newspaper of general circulation published in the City of Montreal, in each case at least once, and any notice, document or other communication so published shall be deemed to have been given on the date when the publication has appeared in each such newspaper. Otherwise, unless expressly provided to the contrary in this Agreement or in any Series Purchase Agreement, any notice, document or other communication required or permitted to be given hereunder to Co-Owners shall be in writing and shall be valid and effective if delivered or sent by facsimile or email transmission (with, in the case of facsimile or email transmission, receipt confirmed, either by telephone, reply facsimile or reply email, or in the case of email transmission, through the email software itself), to each such Co-Owner, at the address, facsimile number or email address set forth in the applicable Series Purchase Agreement, and such notice, document or other communication shall be deemed to have been received, if given by delivery, on the day of delivery, and, if sent by facsimile or email transmission, on the day receipt thereof has been confirmed in accordance with the provisions of this Section 12.4(3). A Co-Owner may from time to time notify the other parties to this Agreement of a change in address, facsimile number or email address by notice given as provided in this Section 12.4.

(4) **Notice to Entitled Parties**. Any notice, document or other communication required or permitted to be given to any Entitled Party shall be in writing and shall be valid and effective if delivered or sent by facsimile or email transmission (with, in the case of facsimile or email transmission, receipt confirmed, either by telephone, reply facsimile or reply email, or in the case of email transmission, through the email software itself), to such Entitled Party, at the address and facsimile number or email address specified in the applicable Additional Property Agreement, and such notice, document or other communication shall be deemed to have been received, if given by delivery, on the day of delivery and, if sent by facsimile or email transmission, on the day receipt thereof has

been confirmed in accordance with the provisions of this Section 12.4(4). Each Entitled Party may from time to time notify the other parties to this Agreement of a change in address, facsimile number or email address by notice given as provided in this Section 12.4.

(5) **Notice to Custodian**. Any notice, document or other communication required or permitted to be given to the Custodian under the provisions of this Agreement shall be in writing and shall be valid and effective if delivered or sent by facsimile or email transmission (with, in the case of facsimile or email transmission, receipt confirmed, either by telephone, reply facsimile or reply email, or in the case of email transmission, through the email software itself), to the Custodian, at:

Computershare Trust Company of Canada
100 University Avenue, 9th Floor North Tower
Toronto, Ontario
M5J 2Y1

Attention: (416) 981-9777
Facsimile: Manager, Corporate Trust
Email: corporatetrust.toronto@computershare.com

and such notice, document or other communication shall be deemed to have been received, where given by delivery, on the day of delivery and, where sent by facsimile or email transmission, on the day receipt thereof has been confirmed in accordance with the provisions of this Section 12.4(5). The Custodian may from time to time notify the other parties to this Agreement of a change in address, facsimile number or email address by notice given as provided in this Section 12.4.

Section 12.5 Assignment.

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Except for the assignment of this Agreement to a permitted assignee of a Co-Owner as specified in a Series Purchase Agreement with respect to a Series, one or more duly appointed successors of the Custodian, one or more successors or assigns of the Seller permitted pursuant to Section 2.6(1)(c) and one or more successors or assigns of the Servicer in conjunction with a Transfer permitted pursuant to Section 2.6(1)(c), this Agreement and the rights, benefits and Ownership Interests acquired hereunder shall not be Transferred or assigned by any party without the prior written consent of the Seller, the Servicer and the Custodian, which consent shall not be unreasonably withheld. The Servicer shall provide the Rating Agencies with prior written notice of any Transfer or assignment by any party of this Agreement and the rights, benefits and Ownership Interests acquired hereunder, except in the case of DBRS, if DBRS is then rating any outstanding Related Securities, in which case, the Servicer shall provide DBRS with ten Business Days' prior written notice of any such Transfer or assignment. In circumstances where Related Securities or other obligations of a Co-Owner incurred to finance its Ownership Interest provide for an Entitled Party thereunder to exercise any powers hereunder in conjunction with or in place of a Co-Owner, such Person shall be entitled to exercise all of the rights and powers of such Co-Owner hereunder after it shall have declared any obligations of the Co-Owner outstanding under such Related Securities or obligations to be payable prior to their stated maturity or performance date.

Section 12.6 General Provisions as to Officers' Certificates, Opinions, etc.

(1) Each certificate, Officers' Certificate, Opinion of Counsel, opinion, written request or direction made to the Custodian or any Co-Owner pursuant to any provisions of this Agreement shall specify the Section under which such certificate, opinion, written request or direction is being made and shall include:

(a) a statement that the Person signing such certificate or opinion has read and is familiar with those provisions of this Agreement relating to any conditions precedent with respect to compliance with which such evidence is being given;

(b) a statement that, in the belief of the Person giving the evidence, such Person has made such examination or investigation as is necessary to enable such Person to make the statements or give the opinions contained or expressed therein; and

(c) if the certificate, Officer's Certificate, Opinion of Counsel or opinion is being delivered to the Custodian or an Agent, an acknowledgement by the Person delivering such certificate or opinion that such certificate or opinion has been delivered to the Custodian or Agent, as agent for the Co-Owners, Entitled Parties and other Persons who are parties to the Series Purchase Agreement, as applicable, and that such Persons may rely upon and are entitled to the benefit of such certificate or opinion.

(2) Whenever the delivery of a certificate, Officers' Certificate, Opinion of Counsel or opinion is a condition precedent to the taking of any action by the Custodian under this Agreement, the truth and accuracy of the facts and opinions stated in such certificate or opinion shall in each case be conditions precedent to the obligation of the Custodian to take such action.

(3) Counsel in giving any Opinion of Counsel under this Agreement may rely in whole or in part upon the opinion of other counsel and, as to matters of fact pertinent to such opinion, upon the certificate or report or written advice of any qualified expert in relation to such factual matters; provided that Counsel shall consider such other counsel as counsel and such qualified experts as advisers upon whom such Counsel may properly rely.

(4) Any certificate or opinion of any expert (including an Opinion of Counsel), insofar as it relates to matters outside of such expert's competence or responsibility, may be based upon a certificate or opinion of or upon representations by Counsel, other counsel or some other qualified expert, unless such first-mentioned expert knows that the certificate or opinion or representations with respect to the matters upon which the certificate may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

Section 12.7 Actions by Co-Owners.

Any request, demand, authorization, direction, notice, consent, waiver or other act by a Co-Owner shall bind such Co-Owner and every subsequent holder of such Co-Owner's Ownership Interest.

Section 12.8 No Partnership.

The parties hereto expressly disavow any intention that this Agreement or anything herein contained shall create a partnership or joint venture relationship among any of them.

Section 12.9 Protection of Right, Title and Interest to Account Assets under the Accounts.

(1) Subject to Section 3.10, the Servicer shall, at the Seller's expense (except where otherwise provided in a Series Purchase Agreement in relation to a Series), cause this Agreement, all amendments hereto and/or all financing statements and financing change statements and any other necessary documents covering each Co-Owner's and the Seller's right, title and undivided co-ownership interests in and to the Account Assets under the Accounts to be promptly recorded, registered and filed, and at all times to be kept recorded, registered and filed, all in such manner and in such places as may be required by law fully to preserve and protect such right, title and interest; provided, however, that except for Ontario, such recordings, registrations and filings in any and all other provinces and territories of Canada shall be completed by the Servicer within seven days of each Closing Date or Addition Date, as applicable. The Servicer shall deliver to the Custodian file-stamped copies of, or filing receipts for, any document recorded, registered or filed as provided above as soon as available following such recording, registration or filing. The Seller shall cooperate fully with the Servicer in connection with the obligations set forth above and will execute any and all documents reasonably required to fulfil the intent of this Section 12.9(1).

(2) Within 30 days after the Seller or the Servicer makes any change in its name or corporate structure which would require the filing of a financing change statement or other registration document necessary to record the change of name or corporate structure pursuant to each applicable PPSA, the Seller or the Servicer, as the case may be, shall give the Custodian and each Agent notice of any such change and shall file such financing statements or financing change statements or other required registration documents and instruments as may be necessary to continue the perfection of each Co-Owner's and the Seller's interest in the Account Assets.

(3) The Servicer shall give the Custodian and each Agent prompt written notice of any relocation of any office from which it services Receivables or keeps the Account Records or of its chief executive office and whether, as a result of such relocation, the applicable provisions of any PPSA or similar legislation would require the filing of any financing change statements and shall file such financing change statements or other required registration documents and instruments as may be necessary to perfect or to continue the perfection of each Co-Owner's and the Seller's interest in the Account Assets. The Seller and the Servicer will at all times maintain each office from which it services the Account Assets within Canada.

Section 12.10 Entitlements of Co-Owners.

For greater certainty, and without affecting the entitlements of a Co-Owner or the Seller under this Agreement and any related Series Purchase Agreement, the Custodian, the Co-Owners and the Seller acknowledge and confirm that the intention and result of the provisions of Articles 3, 4, 5 and 6 is that, in respect of any period, there shall be included in computing the income of the Seller for income tax purposes, as the owners of the Retained Interest, all

amounts of income for income tax purposes accrued, received or receivable in respect of the Account Assets during such period, in excess of the aggregate of all amounts determined under Section 3.13(2) in respect of all Co-Owners of all Series during such period, which amounts shall be included in the income of the respective Co-Owners.

Section 12.11 Severability.

If one or more provisions in this Agreement or any Series Purchase Agreement, shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby. Each of the provisions of this Agreement or any Series Purchase Agreement is hereby declared to be separate and distinct.

Section 12.12 Further Assurances.

All parties hereto shall execute such further assurances from time to time as shall be necessary or advisable to vest in each Account Pool Owner the respective undivided co-ownership interests of each of them in the Account Assets.

Section 12.13 Discharge.

Each Co-Owner shall be deemed to have released, without further instrument or formality, all interest in and to the Account Assets under the Accounts as created hereunder, the Collection Account and any Series Account on the earlier of: (a) the Reporting Day on which the stated dollar amount of the Ownership Interest of such Co-Owner has been reduced to zero and no further amounts are to be remitted to such Co-Owner hereunder, and (b) the Series Termination Date.

Section 12.14 Termination of Custodial Arrangement.

The custodial arrangement created hereby and the respective obligations and responsibilities of the Seller, the Servicer and the Custodian created hereby (other than the obligation of the Custodian to withdraw amounts from the Collection Account and deposit such amounts into Accumulations Accounts or other Series Accounts on the direction of the Servicer, and the Servicer's obligation to make such direction) shall terminate, except with respect to the duties described in Section 8.1(4) and Section 9.3, on the earlier of: (a) the day following the Calculation Day on which the sum of the Unadjusted Invested Amounts for all Series is zero and pursuant to any Series Purchase Agreement no other amounts are to be remitted to Co-Owners in respect of any Ownership Interest or Entitled Parties under a related Additional Property Agreement, and (b) following the occurrence of all Series Termination Dates, and, in each case, the Seller notifies the Custodian and each Agent that no further Ownership Interests are intended to be created and Transferred. Upon the termination of the custodial arrangement, all right, title and interest in the Account Assets and all funds held by the Custodian in the Collection Account or otherwise related to Accounts included by the Seller will be delivered to the Seller in respect of the Seller's ownership of all or part of the Retained Interest. The Servicer shall give the Rating Agencies prompt notice of the termination of the custodial arrangement created hereby.

Section 12.15 No Waiver.

No failure by a party to exercise and no delay by any party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by applicable law.

Section 12.16 Counterparts.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the 28th day of May, 2012. Delivery of a manually executed signature page to this Agreement by any party by facsimile or other electronic transmission will be as effective as delivery of an original manually executed copy of this Agreement by such party.

Section 12.17 Reference to and Effect on the Pooling and Servicing Agreement.

On and after this date, each reference in the Pooling and Servicing Agreement to "**this Agreement**" and each reference to the Pooling and Servicing Agreement in any and all other agreements, documents and instruments delivered by the Seller, the Servicer, the Co-Owners, the Custodian, the Entitled Parties or any other Person shall mean and be a reference to the Pooling and Servicing Agreement, as amended and restated hereby. Except as specifically amended hereby, the Amended and Restated Pooling and Servicing Agreement shall remain in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties have executed this Agreement at the City of Toronto, in the Province of Ontario on the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as Seller and initial Servicer

By: *"Wojtek Niebrzydowski"*

Name: Wojtek Niebrzydowski

Title: Vice President, Treasury

By: *"Andrew J. Kriegler"*

Name: Andrew J. Kriegler

Title: Senior Vice President and Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA, in its capacity as Custodian and agent for and on behalf of the Seller, the Co-Owners and the other Persons who from time to time are party to Series Purchase Agreements

By: *"David Ha"*

Name: David Ha

Title: Corporate Trust Officer

By: *"Michelle Schultz"*

Name: Michelle Schultz

Title: Associate Trust Officer

SCHEDULE 1
DESIGNATED PORTFOLIOS

The following Portfolios shall be Designated Portfolios:

1. CIBC Aerogold Visa Cards;
2. CIBC Classic Visa Cards;
3. CIBC Select Visa Cards;
4. CIBC Gold Visa Cards;
5. CIBC Vacationgold Visa Cards;
6. CIBC Dividend Visa Cards;
7. CIBC Dividend Platinum Cards;
8. CIBC Aero Classic Visa Cards;
9. CIBC Shoppers Optimum Visa Cards;
10. CIBC Pharmaprix Optimum Visa Cards;
11. CIBC Aventura Gold Visa Cards
12. CIBC bizline Visa Cards;
13. CIBC Platinum Visa Cards;
14. CIBC Aerogold Visa Infinite Cards;
15. CIBC Aventura Visa Infinite Cards; and
16. CIBC Dividend Visa Infinite Cards.

SCHEDULE 2
IDENTIFICATION OF THE COLLECTION ACCOUNT

Established in Name of:	Computershare Trust Company of Canada: Custodian re: CIBC and Co-Owners
Name of Eligible Institution:	Canadian Imperial Bank of Commerce
Address of Eligible Institution:	Main Branch Commerce Court West Toronto, Ontario
Account No.:	Transit No. 00002 Account No. 22-78111
Designation of Account:	"Collection Account for CIBC and the Series Co-Owners"

EXHIBIT "A"
FORM OF ASSIGNMENT OF UNDIVIDED CO-OWNERSHIP INTERESTS IN ACCOUNT ASSETS UNDER ADDITIONAL ACCOUNTS

ASSIGNMENT

THIS ASSIGNMENT is made as of _____ by **CANADIAN IMPERIAL BANK OF COMMERCE**, a Canadian chartered bank ("**Seller**"), in favour of **[specify Transferees (i.e. Co-Owners)]**.

WHEREAS the Seller wishes to Transfer certain interests in existing and future receivables and related assets to the Transferee and the Transferee is willing to accept such Transfer;

AND WHEREAS capitalized terms used in this Assignment shall have the respective meanings specified in Section 3;

NOW THEREFORE THIS ASSIGNMENT WITNESSES that, in consideration of the sum of $2.00 in the lawful currency of Canada now paid by the Transferee to the Seller and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged):

1. **Transfer of Undivided Co-Ownership Interests in Additional Account Pool**. The Seller hereby Transfers to the Transferee **[an]** undivided co-ownership interest**[s]** in the Additional Account Pool, including all amounts collected in respect of the related Accounts as of the Addition Cut-Off Date, **[each]** such interest having the same attributes and entitlements as the ownership interest**[s]** owned by the Transferee under or in connection with the Pooling and Servicing Agreement.

2. **Further Assurances**. The Seller shall do and perform, from time to time, any and all acts and execute any and all further instruments required or reasonably requested by the Transferee to more fully effect the purposes of this Assignment.

3. **Defined Terms**. Unless the context otherwise requires, in this Assignment the following terms have the following meanings, respectively:

   "**Account**" shall mean:

   (a) each Additional Account specified on Schedule 1 hereto;

   (b) each Related Account;

   (c) each Substituted Account; and

   (d) any Eligible Credit Card Account within a Designated Portfolio originated as a replacement of an Account in connection with the amendment of the terms of such Account (provided that such replacement account can be traced and identified by reference to, or by way of, the Account Records, or the applicable computer file or written list marked as Schedule 1 to this Assignment and satisfies the criteria specified in clauses (a)(ii), (iii), (iv) and (v) of the definition of "Account" in the Pooling and Servicing Agreement);

other than an account which is a Removed Account;

"**Account Assets**" shall mean, (a) with respect to an Account at a time, (i) the Receivables then or thereafter due or owing under the Account, together with any security granted to the Seller in respect of the payment thereof, (ii) all monies due or becoming due under the Account, including Card Income and all other non principal amounts due or becoming due under the Account, and (iii) all moneys due in respect of such Account pursuant to a guarantee or an insurance policy, and (b) the then applicable Pool Interchange Amount;

"**Account Records**" shall mean, with respect to an Account, the written records relating to such Account which are so designated by the servicer of such account as contemplated in the Pooling and Servicing Agreement;

"**Accumulations Account**" shall have the meaning specified in Section 6.6 of the Pooling and Servicing Agreement;

"**Accumulation Commencement Day**" shall mean, in respect of a Series, the day on which an Accumulation Period for the Series commences as specified in the related Series Purchase Agreement;

"**Accumulation Period**" shall mean, for or in respect of a Series, a period specified as such in the related Series Purchase Agreement;

"**Addition Cut-Off Date**" shall mean _____;

"**Additional Account**" shall mean an account added as an Additional Account under Section 2.8(1) or Section 2.8(2) of the Pooling and Servicing Agreement;

"**Additional Account Assets**" shall mean, (a) with respect to an Account at a time, (i) the Receivable then or thereafter due or owing under the Account, together with any security granted to the Seller in respect of the payment thereof, (ii) all monies due or becoming due under the Account, including Card Income and all other non-principal amounts due or becoming due under the Account, and (iii) all moneys due in respect of such Account pursuant to a guarantee or an insurance policy, and (b) the then applicable portion of the Interchange Fees which have been transferred by the Seller in accordance with the Pooling and Servicing Agreement;

"**Additional Account Pool**" shall mean, at any time the Additional Account Assets in respect of Accounts;

"**Additional Ownership Interest**" shall mean, with respect to a Series and, within a Series, with respect to a Class, an undivided co-ownership interest in the Account Assets Transferred pursuant to Section 3.3 of the Pooling and Servicing Agreement and having the same attributes as other Ownership Interests of the Series or Class and which, for greater certainty, shall not include the additional undivided co-ownership interests in the Account Assets Transferred to a Co-Owner pursuant to Section 3.14 of the Pooling and Servicing Agreement;

"**Aggregate Ownership Amount**" shall mean, (a) for any day other than a Reporting Day, the sum of all Unadjusted Invested Amounts, and (b) for any Reporting Day, the

sum of all Invested Amounts, in each case, for all Series existing on such day or Reporting Day, as the case may be;

"**Additional Property**" shall mean, with respect to a Series and, within a Series, with respect to a Class, the rights and benefits provided in respect of the Series or Class pursuant to any letter of credit, surety bond, cash collateral account, spread account, guaranteed rate agreement, maturity liquidity facility, tax protection agreement, interest rate swap agreement, loan agreement, enhancement agreement or other similar arrangement as contemplated under Section 4.3 of the Pooling and Servicing Agreement and as provided for in the related Series Purchase Agreement;

"**Additional Property Agreement**" shall mean, in respect of Additional Property for a Series, the agreement, instrument or document governing the terms of the Additional Property, including the agreement, instrument or document under which the Additional Property is deposited with the Custodian and Transferred to Co-Owners of such Series;

"**Agent**" shall mean, with respect to any Series, the Person so designated in the related Series Purchase Agreement;

"**Amortization Commencement Day**" shall mean, with respect to a Series, the earlier to occur of (a) the day specified as such in the related Series Purchase Agreement, and (b) the day on which funds are required to be deposited into the Collection Account as Transfer Deposits by the Seller pursuant to Section 2.5(4) of the Pooling and Servicing Agreement or pursuant to a Series Purchase Agreement;

"**Amortization Event**" shall mean, with respect to a Series, each event specified to be an "**Amortization Event**" in the related Series Purchase Agreement;

"**Amortization Period**" shall mean, with respect to a Series, a period commencing on the Amortization Commencement Day with respect to the Series and ending on the earliest to occur of (a) the first Reporting Day thereafter when the Invested Amount of such Series is zero, (b) a day on which the Amortization Period ends as described under Section 7.2 of the Pooling and Servicing, and (c) the Series Termination Date;

"**Business Day**" shall mean any day, other than a Saturday or Sunday or a day on which banks in the City of Toronto, Ontario are not open for business;

"**Calculation Day**" shall mean, in respect of a Series for a Reporting Period, the third Business Day preceding the related Transfer Date for such Series for the Reporting Period;

"**Card Income**" shall mean, with respect to an Account, any Receivable billed to an Obligor under the related Credit Card Agreement in respect of (a) interest or other finance charges, net of small balance adjustments, goodwill adjustments and other ordinary course adjustments but including return cheque fees, billed by the Seller or by the servicer, in each case in accordance with its practices and procedures relating to its credit card business, (b) annual membership fees, if any, in respect of the Account, (c) cash advance fees and credit card cheque fees, (d) additional card issuance fees, (e) foreign exchange conversion fees, (f) statement and sales draft copying charges, (g) foreign cheque cashing fees, (h) inactive account fees, (i) administrative fees and late charges with respect to the Account, (j) amounts in respect of any other fees or

amounts with respect to the Account which are designated by the Seller by notice to the Custodian at any time and from time to time to be included as Card Income; and "**Cards Income**" shall mean (k) for or in respect of any particular Business Day, the aggregate of all such amounts billed on all Accounts after the end of the immediately preceding Business Day and at or before the end of the particular Business Day; and (l) for or in respect of a Reporting Period or a period of days in a Reporting Period, the aggregate of all such amounts billed on all Accounts after the end of the immediately preceding Reporting Period and at or before the end of such Reporting Period or period of days; provided that the amount of Card Income determined pursuant to clause (a) above shall be reduced by an amount equal to reversals for interest or other finance charges included in Defaulted Amounts;

"**CIBC**" shall mean Canadian Imperial Bank of Commerce and its successors;

"**Class**" shall mean, with respect to a Series, any one of the classes of Ownership Interests, if any, of that Series, in each case having the same attributes as all Ownership Interests of the same class within the Series as specified in the Series Purchase Agreement for the Series;

"**Closing Date**" shall mean, with respect to a Series, the Closing Date specified in the related Series Purchase Agreement and each day on which an Additional Ownership Interest of the Series is Transferred pursuant to Section 3.3 of the Pooling and Servicing Agreement;

"**Collection Account**" shall mean the trust account defined as such and established and maintained by the Custodian pursuant to Section 6.2 of the Pooling and Servicing Agreement;

"**Collections**" shall mean all payments (including Recoveries under Defaulted Accounts) received by the servicer:

(a) from or on behalf of any Obligors or any other relevant Person in respect of Account Assets;

(b) from the Seller in respect of the Pool Interchange Amount; and

(c) Deemed Collections;

as adjusted for credit adjustments made by the Seller to an Account as a result of a refund, return or refusal of products by, or a rebate for the services provided to, the Obligor and shall mean (i) in respect of any period of days, all such amounts received by the servicer during such period, and (ii) in respect of any Business Day, all such amounts received by the servicer before the close of business on such day and after the close of business on the immediately preceding Business Day;

"**Co-Owner**" shall mean a Person who owns an Ownership Interest and a Co-Owner of a Series shall mean a Person who owns an Ownership Interest of the Series, and for greater certainty does not include the Seller in respect of the Retained Interest;

"**Credit Card Account**" shall mean a credit card account established by the Seller on which one or more credit cards identified in each case by a Specified Account

Designation have been issued and which provide for the extension of credit on a revolving basis by the Seller to the cardholder under the related Credit Card Agreement to (a) finance the purchase of products and services from Persons that accept a Specified Account Designation credit card as a method of payment for such products and services and (b) obtain cash advances directly or indirectly by way of credit card cheques and balance transfers, and provided that the foregoing criteria are met, shall also include any co-labelled or co-branded Specified Account Designation credit card accounts;

"**Credit Card Agreement**" shall mean, with respect to a credit card account, the agreement or agreements between the Seller and the cardholder governing the use of such account, as any such agreement or agreements may be amended, modified or otherwise changed by the Seller from time to time;

"**Custodian**" shall mean Computershare Trust Company of Canada, in its capacity as agent under the Pooling and Servicing Agreement, and any successor agent appointed in accordance therewith;

"**Daily Interchange Amount**" shall mean, for each Business Day during a Reporting Period, an amount equal to the quotient of (a) the product of (i) 2%, and (ii) the Pool Balance on the immediately preceding Business Day, divided by (b) the number of Business Days in the then applicable calendar year, subject to adjustment by the Seller in accordance with Section 2.10 of the Pooling and Servicing Agreement; provided that to the extent the Daily Interchange Amount on such Business Day is less than the Pool Interchange Fees received by the Seller on such day, then the Daily Interchange Amount for such Business Day shall be increased to be an amount equal to such Pool Interchange Fees;

"**Deemed Collections**" shall mean all payments received by the servicer which are deemed to be Collections under Sections 2.5(2), 2.7(2), 2.8(3) and 8.2(4) of the Pooling and Servicing Agreement;

"**Defaulted Account**" shall mean, at any time, any revolving credit card account (a) which is in arrears for a period of 180 days or more following the date on which the minimum payment requirement thereunder was initially due and payable, as determined in accordance with the practices and procedures of the servicer of such account or of receivables thereunder, or (b) is written-off as uncollectible in accordance with the practices and procedures of the servicer of such account or of receivables thereunder;

"**Defaulted Amount**" shall mean, at any time, the sum of the outstanding amounts of all Receivables under all Accounts that are Defaulted Accounts at such time;

"**Designated Portfolio**" shall mean, in respect of the Seller, a Portfolio so designated by the Seller in Schedule 1 of the Pooling and Servicing Agreement, as such Schedule may be or have been amended or supplemented from time to time in accordance therewith;

"**Discount Option Receivables**" shall mean, with respect to any Series, Principal Receivables designated by the Seller at a specified discount, which discount is applied such that the discounted portion of Collections of such Principal Receivables are treated as Collections of Finance Charge Receivables, as specified with respect to such Series in the related Series Purchase Agreement;

"**Eligible Credit Card Account**" shall mean a Credit Card Account established by the Seller on which one or more credit cards have been issued pursuant to the related Credit Card Agreement and in accordance with the Visa Manual, the MasterCard Rules, or the by-laws and regulations of any other similar entity or organization relating to Credit Card Accounts and which provides for the extension of credit on a revolving basis by the Seller to the cardholder under the related Credit Card Agreement to (a) finance the purchase of products and services from Persons that accept a Specified Account Designation credit card as a method of payment for such products and services and/or (b) obtain cash advances directly or indirectly by way of credit card cheques and balance transfers;

"**Entitled Party**" shall mean a Person, other than the Seller, providing Additional Property pursuant to the related Additional Property Agreement;

"**Finance Charge Receivables**" shall mean, for a Reporting Period, the sum of (a) Cards Income for such Reporting Period, (b) the sum of the Pool Interchange Amounts for each day occurring in such Reporting Period, and (c) any Discount Option Receivables;

"**Floating Allocation Percentage**" shall mean, for or in respect of a Series for a Reporting Period, the fraction, expressed as a percentage, the numerator of which is the Unadjusted Invested Amount of the Series on the Reporting Day related to such Reporting Period, and the denominator of which is the Pool Balance on such Reporting Day;

"**Initial Invested Amount**" shall mean, in respect of a Series, the amount specified as the Initial Invested Amount of the Series on the Closing Date for the Series pursuant to the related Series Purchase Agreement;

"**Interchange Fees**" means the aggregate amount of interchange fees paid or payable to CIBC by other financial institutions that clear transactions for merchants in respect of all Credit Card Accounts which are owned by CIBC as a credit card issuing financial institution and designated by CIBC from time to time and notified in writing to the Custodian (which Credit Card Accounts, for greater certainty, continue to be the Credit Card Accounts comprising the Designated Portfolios including the Accounts);

"**Invested Amount**" shall mean, with respect to a Series on the closing date of the Series, the Initial Invested Amount of the Series and for each Reporting Day thereafter, a stated dollar amount (which shall not be less than zero) which, subject to the proviso hereto, is equal to:

(a) the Unadjusted Invested Amount of the Series on the Reporting Day;

plus,

(b) the stated dollar amount of the increase, if any, in the Invested Amount of the Series determined for the Reporting Day pursuant to Section 3.13(2) of the Pooling Servicing Agreement in respect of the entitlement of the Co-Owners of the Series to the Series Allocable Pool Income for the related Reporting Period;

plus,

(c) the stated dollar amount, if any, equal to the Series Enhancement Draw (including, without duplication, any Series Maturity Enhancement Entitlement) for the related Reporting Period;

minus,

(d) the stated dollar amount equal to the excess, if any, of the Series Pool Losses for the related Reporting Period over the Ownership Finance Charge Receivables for the related Reporting Period;

minus,

(e) the stated dollar amount of Collections, Transfer Deposits or Series Enhancement Draws (including, without duplication, any Series Maturity Enhancement Entitlement) determined to be required to be deposited into the Accumulations Account or other Series Account in respect of the Series pursuant to the related Series Purchase Agreement on such Reporting Day or on any day thereafter, as specified in the then effective Remittance Notice for the purpose of providing the Co-Owner of the Series with funds in respect of such Co-Owner's Ownership Income Requirement for such Reporting Period, which amount, for greater certainty, shall not be greater than the sum of the Series Allocable Pool Income and the available Series Enhancement Draws, in each case, for such Series in respect of such Reporting Period;

provided, however, that, if the Aggregate Ownership Amount on any day exceeds the Pool Balance on that day, the Invested Amount for a Series shall be equal to the product of (i) the Pool Balance on that day and (ii) a fraction the numerator of which is the Invested Amount of the Series on that day, and the denominator of which is the Aggregate Ownership Amount on that day, each as determined without reference to this proviso;

"**MasterCard International**" shall mean MasterCard International Incorporated, a corporation incorporated under the laws of the State of Delaware, in the United States of America, and its successors and assigns;

"**MasterCard Rules**" shall mean the by-laws and operating regulations of MasterCard International and all other relevant operating procedures, policies and standards relating to the MasterCard International payment network and such other materials that MasterCard International may compile and identify as forming part of the MasterCard Rules, all as amended and updated from time to time;

"**Obligor**" shall mean, with respect to an Account, the Person or Persons obligated to make payments of amounts owing from time to time under such Account, including any guarantor thereof;

"**Ownership Finance Charge Receivables**" shall mean, in respect of a Series for a Reporting Period, an amount equal to the product of (a) the Floating Allocation Percentage for the Series for the Reporting Period, and (b) the Finance Charge Receivables billed or payable, as the case may be, for the Reporting Period;

"**Ownership Income Limitation**" shall mean, unless otherwise specified in the related Series Purchase Agreement, in respect of a Series for a Reporting Period, an amount equal to the amount, if any, by which:

(a) the Ownership Finance Charge Receivables for the Reporting Period;

exceeds,

(b) the Series Pool Losses for the Reporting Period;

"**Ownership Income Requirement**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined pursuant to the related Series Purchase Agreement, plus (without duplication) the amount of Pool Expenses determined pursuant to Section 3.8(l) of the Pooling and Servicing Agreement in respect of the Series for such Reporting Period;

"**Ownership Interest**" shall mean, at any time:

(a) an undivided co-ownership interest in and to the Account Assets, as provided, created and sold pursuant to the related Series Purchase Agreement in accordance with Article 3 of the Pooling and Servicing Agreement;

(b) an undivided co-ownership interest in and to the Collection Account and in all investments of such deposits and the proceeds thereof as provided in Article 6;

(c) an interest in any Additional Property relating to the Series as provided in Article 4 of the Pooling and Servicing Agreement; and

(d) an interest in the funds on deposit in any Series Accounts in respect of the Series and all investments of such deposits and the proceeds therefrom as provided in Article 6 of the Pooling and Servicing Agreement,

in each case with the attributes determined hereunder and under the related Series Purchase Agreement or pursuant hereto and thereto from time to time, and, for greater certainty, the Retained Interest is not an Ownership Interest;

"**Person**" shall mean any individual, corporation, estate, partnership, joint venture, association, joint-stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof;

"**Pool Balance**" shall mean, for a day, the aggregate outstanding balance of all Receivables owing under the Accounts on the day, less all amounts that are Defaulted Amounts on such day;

"**Pool Interchange Amount**" shall mean, for each Business Day during a Reporting Period, an amount equal to the sum of (a) the lesser of (i) the Pool Interchange Fees received by the Seller on such day, and (ii) the Daily Interchange Amount, and (b) any Pool Interchange Deficiency from any previous day;

"**Pool Interchange Deficiency**" shall mean, for each Business Day during a Reporting Period, the excess, if any, of (a) the Daily Interchange Amount for such day, over (b) the Pool Interchange Fees received by the Seller on such day;

"**Pool Interchange Fees**" shall mean, for each Business Day during a Reporting Period, an amount equal to the product of (a) a fraction, the numerator of which is the aggregate amount of the Receivables on such day and the denominator of which is the aggregate amount of all amounts owing by Obligors under or in respect of all Credit Card Accounts designated by the Seller from time to time and notified in writing to the Custodian (which Credit Card Accounts, for greater certainty, continue to be the Credit Card Accounts comprising the Designated Portfolios including the Accounts) and owned by the Seller on such day, and (b) the aggregate amount of Interchange Fees received by the Seller on such day;

"**Pool Losses**" shall mean, for any Reporting Period, an amount equal to the amounts that became Defaulted Amounts during such Reporting Period (other than the amount of any reductions referred to in the proviso at the end of the definition of "Card Income") less any Recoveries received in such Reporting Period (which amount may be a negative amount);

"**Pooling and Servicing Agreement**" shall mean the second amended and restated pooling and servicing agreement dated as of May 28, 2012, entered into between Canadian Imperial Bank of Commerce and Computershare Trust Company of Canada as agent for certain Persons as referred to therein, as the same may be further amended, supplemented or restated from time to time;

"**Portfolio**" shall mean a group of credit card accounts established by the Seller under the same Credit Card Agreement (aside from variances due to the application of requirements of law applicable to the accounts, the Seller or the Obligors residing in the jurisdiction in which such requirements of law apply);

"**Principal Receivables**" shall mean all Receivables other than (a) Finance Charge Receivables and (b) Receivables in Defaulted Accounts;

"**Principal Terms**" shall mean, with respect to a Series (a) the name or designation ascribed to the Series; (b) the Initial Invested Amount (or method for calculating such amount) of the Series; (c) subject to the general allocation provisions of the Pooling and Servicing Agreement, the entitlement of the Series to Collections and Transfer Deposits; (d) the related Revolving Period, Accumulation Period (including the Accumulation Commencement Day) and Amortization Events for the Series and the requirements or conditions that must be satisfied for an Amortization Commencement Day to occur and an Amortization Period to commence; (e) the remittance date or dates and the date or dates from which remittances of amounts to Co-Owners of the Series shall be made; (f) subject to Section 3.13 of the Pooling and Servicing Agreement, the basis for allocating income from the Account Assets to the Series; (g) the basis for determining responsibility of the Series for losses; (h) the terms of any Additional Property with respect to the Series and the name of any Entitled Party under the related Additional Property Agreement; (i) the Series Enhancement Draws or any other credit enhancement provided in respect of such Series; (j) the attributes of one or more Classes within the Series; (k) if the Series is evidenced by certificates, the terms on which the certificates of the Series or Classes within the Series may be exchanged,

purchased by the Seller or remarketed to other Co-Owners; (l) if there is more than one Ownership Interest within a Series, the stated dollar amount of each such Ownership Interest; (m) the Transfer Date and Series Termination Date applicable to such Series, (n) the Required UIA Pool Percentage and the Required IA Pool Percentage, and (o) any other variable terms relating to the Series contemplated or permitted pursuant to Section 1.13 of the Pooling and Servicing Agreement to be set forth in the related Series Purchase Agreement;

"**Rating Agency**" shall mean, with respect to a Series, Class, or any securities which are serviced primarily from the entitlements to Collections and Transfer Deposits therefor ("**Related Securities**"), each credit rating agency, if any, specified in the related Series Purchase Agreement to rate such Series, Class or Related Securities and which is then rating such Series, Class or Related Securities and any reference to each Rating Agency in relation to a Series or Class shall only apply to the specified rating agency if such rating agency is then rating the Series, Class or Related Securities;

"**Rating Agency Condition**" shall mean, with respect to any specified action or condition in relation to a Series or Class, as the context requires, a requirement that each Rating Agency for the Series or Class or for the Related Securities therefor shall have notified the Co-Owners of the Series or Class or their Agent in writing that such action will not result in a reduction or withdrawal of the rating in effect immediately before the taking of such action with respect to the Series, Class or Related Securities with respect to which it is a Rating Agency, and any reference to a Rating Agency Condition applicable in circumstances where an existing Series or Class and all Related Securities therefor are not then rated or where a Rating Agency has not been specified with respect thereto shall be deemed to be satisfied only upon the written agreement of each Co-Owner (or its Agent) of the Series or Class, the Seller and each Entitled Party under a related Additional Property Agreement;

"**Receivable**" shall mean, with respect to an Account at a time, the amount (including credit service charges and other non-principal amounts billed at the time) owing by an Obligor under the Account at the time, including the right to receive all future Collections (as defined in the Pooling and Servicing Agreement) in respect thereof;

"**Recoveries**" shall mean, for a day, all Collections received by the servicer on a day in respect of an Account which on the day is a Defaulted Account;

"**Related Account**" shall mean an Account under which a new credit account number or a new account identifier has been issued by the servicer of the Account or the related Additional Account Assets or by the Seller under circumstances resulting from a lost or stolen credit card relating to such Account and not requiring standard application and credit evaluation procedures;

"**Remittance Notice**" shall have the meaning specified in Section 6.5(1) of the Pooling and Servicing Agreement;

"**Removed Account**" shall mean an Account which becomes a Removed Account as provided under the Pooling and Servicing Agreement;

"**Reporting Day**" shall mean the last day of each month;

"**Reporting Period**" shall mean a period of days beginning on and including the day immediately following a Reporting Day and ending on and including the day that is the next succeeding Reporting Day and, when modified by the word "related" in respect of a particular Reporting Day, shall mean such period of days ending on and including such particular Reporting Day and such particular Reporting Day shall be the Reporting Day for such Reporting Period;

"**Required IA Pool Percentage**" shall mean, with respect to a Series, the greater of 100.0% and the percentage specified therefor, if any, in the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement;

"**Required UIA Pool Percentage**" shall mean, with respect to a Series, the greater of 100.0% and the percentage specified therefor, if any, in the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement;

"**Retained Interest**" shall mean, at any time:

(a) the undivided co-ownership interest in and to the Account Assets owned by the Seller at such time, being the entire ownership interest in the Account Assets at such time other than the undivided co-ownership interests in and to the Account Assets owned by Co-Owners in relation to their Ownership Interests, and having a stated dollar amount equal to the Retained Interest Amount; and

(b) the undivided co-ownership interest in and to the Collection Account and in all investments of such deposits and the proceeds thereof, being the entire ownership interest in the Collection Account and all such investments and proceeds, other than the undivided co-ownership interests in and to the Collection Account and such investments and proceeds owned at the time by the Co-Owners in relation to their Ownership Interests,

and, for greater certainty, does not include any Ownership Interest which may be owned by the Seller;

"**Retained Interest Amount**" shall mean, on any day, the amount, if any, by which the Pool Balance on such day exceeds the Aggregate Ownership Amount on the day;

"**Revolving Period**" shall mean, with respect to a Series, a period of time commencing on the Closing Date for the Series to but not including the first day of the Accumulation Period or an Amortization Period in respect of the Series; provided, however, that if the Amortization Period ends as described in Section 7.2 of the Pooling and Servicing Agreement, the Revolving Period will recommence as of the close of business on the day that such Amortization Period ends;

"**Seller**" shall mean Canadian Imperial Bank of Commerce, a Canadian chartered bank, or any successors or permitted assigns thereof;

"**Series**" shall mean a series of Ownership Interests (which, for greater certainty, may consist of a single Ownership Interest owned by a single Co-Owner), including all Additional Ownership Interests of such series, created under a Series Purchase

Agreement and specified therein as Ownership Interests of the same Series, within which there may be one or more Classes;

"**Series Allocable Pool Income**" shall mean, in respect of a Series for a Reporting Period, an amount, which shall not be less than zero, equal to the lesser of:

(a) the Ownership Income Limitation for the Series for such Reporting Period; and

(b) the Ownership Income Requirement for the Series for such Reporting Period;

"**Series Enhancement Draws**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined pursuant to the related Series Purchase Agreement;

"**Series Maturity Enhancement Entitlement**" shall mean, in respect of a Series for a Reporting Period, an amount specified as such to be calculated or otherwise determined in respect of the Reporting Period in accordance with the related Series Purchase Agreement, as the same may be amended for the Series in accordance with the related Series Purchase Agreement;

"**Series Pool Losses**" shall mean, in respect of a Series for a Reporting Period, an amount equal to the product of (a) the Floating Allocation Percentage for the Series for the Reporting Period, and (b) the Pool Losses such Reporting Period;

"**Series Purchase Agreement**" shall mean, with respect to any Series, a series purchase agreement executed and delivered in connection with the creation and Transfer of one or more Ownership Interests of such Series pursuant to Section 3.1 of the Pooling and Servicing Agreement and, if applicable, the creation and Transfer of Additional Ownership Interests of such Series pursuant to Section 3.3 of the Pooling and Servicing Agreement, which sets forth, among other things, the Principal Terms of the Series, as amended, supplemented, restated or replaced and all amendments thereof and supplements thereto;

"**Series Termination Date**" shall have the meaning, with respect to a Series, specified in the related Series Purchase Agreement;

"**Specified Account Designation**" shall mean each of (i) a *Visa*-branded credit card account, (ii) a *MasterCard*-branded credit card account, and (iii) one or more other branding designations relating to credit card accounts specified by the Seller in writing for which the Rating Agency Condition is satisfied in respect of each such other designation's inclusion as a Specified Account Designation;

"**Substituted Account**" shall mean an Eligible Credit Card Account that replaces an Account for which the Specified Account Designation of such Eligible Credit Card Account is different from such Account and such Eligible Credit Card Account is (i) in a Designated Portfolio, (ii) in existence, owned by the Seller and maintained and serviced by the Seller, the Servicer or any Person delegated responsibility by the Servicer as permitted by Section 8.1(3) of the Pooling and Servicing Agreement, (iii) not, and the Receivables thereunder are not, subject to any Lien or have not been sold to any other Person, (iv) payable in Canadian Dollars, and (v) an account that satisfies the additional criteria, if any, applicable to Accounts set forth in any Series Purchase Agreement or any

Additional Property Agreement; for greater certainty, (i) the substitution of a Substituted Account for an Obligor's *MasterCard*-branded Credit Card Account, *Visa*-branded Credit Card Account or other Specified Account Designation Credit Card Account, as applicable, which is in a Designated Portfolio, shall not, for the purposes of the Pooling and Servicing Agreement, constitute an addition of an Account subject to Section 2.8 of the Pooling and Servicing Agreement, a removal of an Account subject to Section 2.7 of the Pooling and Servicing Agreement, or an amendment to the terms and provisions of any Credit Card Agreement subject to Section 2.6(1)(g) of the Pooling and Servicing Agreement, and (ii) where the Seller establishes or re-establishes a *MasterCard*-branded Credit Card Account, a *Visa*-branded Credit Card Account or an other Specified Account Designation Credit Card Account, as the case may be, which is in a Designated Portfolio, in favour of an Obligor in addition to an existing Credit Card Account of the Obligor which is included as an Account, such established or re-established Credit Card Account shall not be a Substituted Account;

"**Successor Servicer**" shall have the meaning specified in Section 8.5(3) of the Pooling and Servicing Agreement;

"**Transfer**" shall mean, in respect of specified property, the sale, transfer, assignment and conveyance thereof, and "**Transfers**", "**Transferred**" and "**Transferring**" shall have corresponding meanings when used as a verb or noun;

"**Transfer Date**" shall mean, in respect of a Series for a Reporting Period, the date specified as such in the related Series Purchase Agreement;

"**Transfer Deposit**" shall mean, in respect of a day, the funds deposited or required to be deposited into the Collection Account on the day (a) by the Seller pursuant to Section 2.5(4) of the Pooling and Servicing Agreement in respect of the purchase by the Seller of a Series subject to purchase pursuant to Section 2.5(3) of the Pooling and Servicing Agreement, and (b) by a Person specified in a Series Purchase Agreement as being a Person who is entitled or required to make a Transfer Deposit on the day, and shall mean (i) in respect of any period of days, all such amounts received by the servicer during such period, and (ii) in respect of any Business Day, all such amounts received by the servicer before the close of business on such day and after the close of business on the immediately preceding Business Day;

"**Transferee**" shall mean _____;

"**Unadjusted Invested Amount**" shall mean, with respect to a Series on the closing date of the Series, the Initial Invested Amount of the Series and for each day thereafter, a stated dollar amount on a day (which shall not be less than zero) which is equal:

(a) the Invested Amount of the Series for the immediately preceding Reporting Day (determined without reference to the proviso in the definition of Invested Amount or where the day occurs before the first Calculation Day for the Series, the Initial Invested Amount of the Series);

plus,

(b) the stated dollar amount to be added to the Unadjusted Invested Amount of the Series under Section 3.3(4) of the Pooling and Servicing Agreement in respect of

Additional Ownership Interests of the Series Transferred after the Reporting Day referred to in (a) above, to and including the day;

minus,

(c) the stated dollar amount of Collections and Transfer Deposits which are required to be deposited into the Accumulations Account or, if specified in the related Series Purchase Agreement, any other Series Account in respect of the Series pursuant to Sections 6.7(2), (3) and (4) of the Pooling and Servicing Agreement during the period commencing after the Reporting Day referred to in (a) above, to and including the day (other than those deposits referred to in subparagraph (e) of the definition of "**Invested Amount**" for such period);

provided, however, that, if the Aggregate Ownership Amount on any day exceeds the Pool Balance on that day, the Unadjusted Invested Amount for a Series shall be equal to the product of (i) the Pool Balance on that day and (ii) a fraction the numerator of which is the Unadjusted Invested Amount of the Series on that day, and the denominator of which is the Aggregate Ownership Amount on that day, each as determined without reference to this proviso;

"**Visa Canada**" shall mean Visa Canada Corporation, an unlimited liability corporation incorporated under the laws of Nova Scotia, and its successors and assigns;

"**Visa International**" shall mean Visa Inc., a corporation incorporated under the laws of the State of Delaware, in the United States of America, and its successors and assigns; and

"**Visa Manual**" shall mean the by-laws of Visa International and the operating regulations of Visa International and Visa Canada and all other relevant operating procedures, policies and standards relating to the Visa Canada payment network and such other materials that Visa International and/or Visa Canada may compile and identify as forming part of the Visa Manual, all as amended and updated from time to time.

4. **Interpretation**. The division of this Assignment into Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Assignment. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections are to Sections in this Assignment unless otherwise specified. The word "**hereof**" and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment. The term "**including**" shall mean "**including without limitation**". Words importing the singular number shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine and neuter genders and *vice versa*.

5. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Seller has caused this Assignment to be duly executed by its authorized officers as of the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name:

Title:

By: _____

Name:

Title:

Schedules:

Schedule 1 - List of Specifically Identified Additional Accounts

EXHIBIT "B"
FORM OF OPINION OF COUNSEL
RE NEW SERIES AS CONTEMPLATED BY SECTION 3.1(2)(D)
OF THE POOLING AND SERVICING AGREEMENT

[Letterhead of Counsel]

[Date]

To: The Persons named in Annex A attached hereto:

Dear Sirs/Mesdames:

Re: CIBC and ●

We have acted as counsel to Canadian Imperial Bank of Commerce ("**CIBC**" or the "**Seller**") in connection with the Transfer of undivided co-ownership interests as provided in the Series ● Purchase Agreement referred to below. All initial capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Second Amended and Restated Pooling and Servicing Agreement dated as of May 28, 2012 (the "**Pooling and Servicing Agreement**") between CIBC, as Seller and initial Servicer, and Computershare Trust Company of Canada, as agent for and on behalf of the Seller, the Co-Owners and certain other Persons (the "**Custodian**").

In connection with the foregoing, we have examined executed copies of the following:

(a) the Pooling and Servicing Agreement;

(b) a series ● purchase agreement dated as of ● (the "**Series ● Purchase Agreement**") between the Seller, the Custodian and **[Co-Owner]**;

[insert description of any other applicable documents with respect thereto.]

The documents described immediately above are herein collectively referred to as the "**Documents**".

We have also examined such statutes and regulations, public records, corporate records, certificates of government officials, and such other similar documents, and have made such further investigations and searches and considered such questions of law as we have considered relevant and necessary as a basis for the opinions hereinafter expressed.

For the purposes of the opinions expressed herein, we have assumed: (a) the genuineness of all signatures of all parties; (b) the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified or photostatic copies or facsimiles thereof and the authenticity of the originals of such certified or photostatic copies or facsimiles; (c) the accuracy, currency and completeness of the indices and filing systems maintained at the public offices and registries where we have searched or enquired or have caused searches or enquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to those matters referred to herein; and (d) that each of the Documents is a legal, valid and binding

obligation of each of the parties thereto (other than CIBC), enforceable against each such party thereto in accordance with its terms.

We have relied solely and without independent verification upon a certificate of an officer of the Seller dated the date hereof (the "**Seller Officer's Certificate**"), a copy of which is annexed hereto as Schedule A, as to questions of fact material to the opinions expressed herein and other matters where in this opinion we have so expressly relied.

Based upon and subject to the foregoing and the assumptions and qualifications expressed herein, we are of the opinion that, on the date hereof, each condition precedent set out in Section 3.1(2) of the Pooling and Servicing Agreement with respect to the Series ● Purchase Agreement has been satisfied.

This opinion letter is provided solely for the benefit of each addressee hereof and each assignee of any such Person, and may not be relied upon by anyone else, without our prior written consent.

Yours very truly,

Annex A - Addressees (which shall include, without limitation, the Seller, the Custodian, the Co-Owners and the Entitled Parties)

Annex B - Seller Officer's Certificate

EXHIBIT "C"
FORM OF OPINION OF COUNSEL
RE: ADDITIONAL ACCOUNTS

[Letterhead of Counsel]

[January 31/July 31]

To: The Persons in Annex A attached hereto.

Dear Sirs:

Re: Canadian Imperial Bank of Commerce

We have acted as counsel to Canadian Imperial Bank of Commerce (the "**Seller**") in connection with the Transfer of undivided co-ownership interests in Account Assets under Additional Accounts during the six month period from ● to and including ●. All capitalized terms used herein and not herein defined shall have the meanings ascribed thereto in the second amended and restated pooling and servicing agreement dated as of May 28, 2012 (the "**Pooling and Servicing Agreement**") between Canadian Imperial Bank of Commerce (the "**Seller**"), as Seller and initial Servicer, Computershare Trust Company of Canada (the "**Custodian**"), as agent for and on behalf of the Seller, the Co-Owners and certain other Persons, and the Persons who from time to time are party to the Series Purchase Agreements. In addition, when used in this opinion, (a) "**Province**" means the Province of Ontario, (b) "**PPSA**" means the *Personal Property Security Act* (Ontario), and (c) unless the context otherwise requires, the terms "**account**", "**instrument**", "**money**", "**proceeds**", "**purchase**", "**purchaser**", "**security**" and "**security interest**" have the respective meanings given to them in the PPSA and the plural or other variations thereof have a corresponding meaning.

In connection with the foregoing, we have examined executed copies of the following:

> **[insert description of each Assignment relating to the Additional Accounts and any other applicable transfer documents with respect thereto.]**

The documents described immediately above are herein collectively referred to as the "**Documents**".

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such public and other records, certificates or other documents and have considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

In connection with the opinions expressed herein in respect of the Seller, we have relied upon the opinion of in-house counsel to the Seller, a copy of which is attached hereto (the "**Seller Opinion**"). We have relied upon the Seller Opinion, without independent verification, as to the following legal conclusions:

1. The Seller is a Canadian chartered bank incorporated and existing under the laws of Canada and has the corporate power and capacity to carry on its business as presently

conducted and to enter into and perform its obligations under the Documents to which it is a party (other than the Financial Services Agreement).

2. Each of the Documents to which the Seller is a party (other than the Financial Services Agreement) has been duly authorized by all necessary corporate action on the part of the Seller and has been duly executed and delivered by the Seller.

In connection with certain factual matters upon which such opinion is based, we have relied upon a certificate of the Seller, a copy of which is attached hereto (the "**Seller's Certificate**").

We express no opinion as to the title of the Seller to any personal property. However, we have conducted or caused to be conducted searches, current as of the dates indicated in Appendix A, under the PPSA for registrations made in the Province of Ontario against the Seller. Such searches failed to disclose any registrations against the Seller capable of perfecting a security interest in the Transferred Interests (as hereinafter defined), except those listed in Appendix A. We have assumed that each search has revealed an accurate and complete description of all registrations made in the Province of Ontario under the specified statutes and affecting the Seller or its personal property at the time of the searches.

We have also arranged for the preparation of, and attach hereto, copies of search reports prepared by local counsel in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Quebec and Nova Scotia (incorporating search reports prepared by local counsel in Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland), the Yukon Territory and the Northwest Territories listing registrations made against the Seller in each such jurisdiction.

We have obtained and attached hereto an officer's certificate from the Seller (the "**Registration Certificate**") confirming that (a) none of the registrations disclosed by the aforementioned searches relate to the Transferred Interests nor are they capable at any time now or in the future to perfect a security interest in the Transferred Interests, and (b) no non-consensual, unregistered liens, trusts or claims created or imposed by statute or rule against the Seller exist which could now or in the future relate to the Transferred Interests.

We do not express any opinion herein concerning, any laws other than the laws of the Province and the federal laws of Canada applicable therein.

Based on the foregoing and upon such investigation as we have deemed necessary and subject to the qualifications herein contained, we are of the opinion that:

1. Each of the Documents to which the Seller is a party constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms.

2. No registration, recording, notice or filing, other than the filing of the financing statement under the PPSA described in Appendix B to this opinion, is necessary under the laws of the Province to perfect, validate or protect the interest of the Persons who are the transferees (the "**Buyers**") of the undivided co-ownership interests in Account Assets under the Additional Accounts specified in the Documents (the "**Transferred Interests**"), as the transferees of the Transferred Interests. Except as provided in Appendix B, no renewal or amendment of such financing statement is required.

3. The *Bulk Sales Act* (Ontario), R.S.O. 1990, c.52 does not apply to any Transfer contemplated in the Documents.

The opinions expressed above as to the enforceability of the Documents are subject further to the qualifications that:

(a) enforceability may be limited by the application of applicable insolvency, reorganization and other laws and principals affecting creditors' rights generally;

(b) the granting of equitable remedies, including specific performance and injunctive relief, is in the discretion of a court of competent jurisdiction;

(c) rights of indemnification may be limited under applicable law;

(d) the effectiveness of terms exculpating a party from a liability or duty otherwise owed by it to another may be limited by law;

(e) the awarding of costs of or incidental to proceedings authorized to be taken in court or before a judge are in the discretion of the court or judge and the court or judge has the full power to determine by whom and to what extent such costs shall be paid;

(f) any provision in the Documents which purports to sever therefrom any provision thereof which is, or becomes, illegal, invalid or unenforceable under applicable law without affecting the validity of the remainder thereof would be enforced only to the extent that the court determines that such prohibited or unenforceable provision could be severed without impairing the interpretation and application of the remainder thereof;

(g) in the Province, a person obligated on an account or chattel paper may pay the Seller until such person receives notice, reasonably identifying the relevant rights, that the account or chattel paper has been assigned, and, if requested by such person, the Buyer has furnished proof within a reasonable time that the assignment has been made, and, if the Buyer does not do so, such person may pay the Seller;

(h) no opinion is expressed regarding the validity, effectiveness or enforceability of the Transfer of, or the enforceability of any Document insofar as it relates to a Transfer of any debt owing to the Seller by the Crown in right of Canada or any agent thereof;

(i) no opinion is expressed regarding the existence of, or the right, title or interest of the Seller to, any property which forms part of the Transferred Interests;

(j) no opinion is expressed with respect to any proceeds received by the Seller or the Servicer for or in respect of the Transferred Interests that are not identifiable or traceable;

(k) the interest of the Buyer in the Transferred Interests is subject to the qualifications that:

(i) a subsequent purchaser of an instrument which forms part of the Transferred Interests who takes possession of such instrument and who purchases for value and without knowledge of the Buyer's interest therein at the time of taking possession;

(ii) a subsequent purchaser of a security which forms part of the Transferred Interests who purchases such security in good faith and takes possession of such security, or a subsequent purchaser of a security which forms part of the Transferred Interests who purchases such security in the ordinary course of business, takes possession of such security and does not know that the purchase constitutes a breach of the Documents;

(iii) a loss payee or additional insured party under any policy of insurance which forms part of the Transferred Interests; and

(iv) a transferee of money which forms part of the Transferred Interests,

may acquire an interest therein in priority to the Buyer's interest therein; and

(l) unless a Person obligated on an account which forms part of the Transferred Interests has made an enforceable agreement not to assert defences or claims arising out of a contract, the rights of the Buyer are subject to:

(i) all of the terms of the contract between such Person and the Seller and any defence or claim arising therefrom; and

(ii) any other defence or claim of such Person against the Seller that accrued before such Person received notice of the assignment.

Insolvency

We have also been asked to consider whether creditors or a liquidator appointed in respect of the Seller (collectively, "**Creditors**") could look successfully to the Transferred Interests to satisfy a claim against the Seller after the Transfer thereof to the Buyer pursuant to the Documents. For the purposes of the following discussion, the term "**Transferred Interests**" shall be limited to an undivided co-ownership interest in those Account Assets and other property which are purchased by the Buyer prior to an insolvency of the Seller or the commencement of any proceeding instituted by or against the Seller under the *Bank Act* (Canada) (the "**Bank Act**"), the *Winding-Up and Restructuring Act* (Canada) (the "**WURA**") or the CDIC Act.

With respect to personal property, Creditors may assert their rights only against (a) assets in which the Seller has a beneficial ownership interest and in which another Creditor does not have a prior ranking security interest, and (b) accounts or chattel paper originally owned by the Seller with respect to which title has been vested in a third party without such third party perfecting its interest in such accounts or chattel paper in accordance with applicable personal property security law.

The Province of Ontario does not have a title registry for personal property. Accordingly, we express no opinion as to the Seller's and hence the Buyer's absolute title to the Transferred

Interests. Moreover, in connection with the opinion that follows below, we assume the veracity of the statements made in the Registration Certificate.

In our opinion, the Documents are effective to validly Transfer to the Buyer all of the Seller's right, title and interest in, to and under the Transferred Interests. The Seller has not retained any interest in the Transferred Interests. In a liquidation or winding-up of the Seller, the Ownership Interest would not form part of the assets or property of the Seller within the meaning of the WURA, the *Bank Act* or the *CDIC Act*. The Seller is a separate legal entity from the Buyer and, absent any agreement to the contrary, the Buyer would not be legally responsible for the obligations of the Seller.

Subject to the foregoing matters set forth under this "**Insolvency**" section, it is our opinion that Creditors of the Seller could not look successfully to the Transferred Interests to satisfy a claim which they have against the Seller, whether before or after a liquidation, winding-up or insolvency of the Seller or in any proceeding instituted by or against the Seller under the WURA, the *Bank Act* or the *CDIC Act*. Although the timing of enforcement may be delayed by stays of proceeding made under the WURA or the *CDIC Act*, the Buyer will be entitled to enforce its ownership interests in the Transferred Interests in accordance with the terms of the Documents notwithstanding the liquidation, winding-up or insolvency of the Seller or any proceeding instituted by or against the Seller under the WURA, the Bank Act or the *CDIC Act*.

We have also been asked to consider whether the Documents or the transactions provided for therein could be overridden or set aside by a court upon the application of Creditors pursuant to any laws of Canada or the Province of Ontario relating to bankruptcy and insolvency. Pursuant to the provisions of the WURA, the *Assignments and Preferences Act* (Ontario) and the *Fraudulent Conveyances Act* (Ontario) (collectively, the "**Insolvency Statutes**"), to the extent relevant, certain transactions may be set aside in the following circumstances:

(a) a transaction entered into by an insolvent debtor with the intention of giving any of its creditors a preference over its other creditors;

(b) a transfer of property made with the intention of defeating, hindering, delaying or defrauding creditors or others of their claims against the transferor;

(c) a settlement of property where the settlor subsequently becomes bankrupt; or

(d) the business of a corporation has been carried on in a manner that is oppressive or unfairly prejudicial to or unfairly disregards the interests of a Creditor.

It is our understanding that, (a) the Seller is not insolvent within the meaning of the Insolvency Statutes; (b) the Seller will not be rendered insolvent by entering into the Documents, or immediately after completion of the transactions contemplated by the Documents, within the meaning of the Insolvency Statutes; (c) the Seller has not entered into the Documents with the intention of defeating, hindering, delaying or defrauding Creditors or others of their claims against the Seller, nor for any purpose relating in any way to the claims of Creditors or others against the Seller; and (d) the consideration paid and to be paid by the Buyer to the Seller pursuant to the Documents represents approximately the present fair market value of the assets of the Seller conveyed thereby. Although we have not made any independent inquiry as to the foregoing, we are not aware of any facts which would give us any

reason to suppose that our understanding regarding any of the foregoing matters is not correct, and the foregoing matters have been attested to in the Seller's Certificate.

Based upon the foregoing factors, such other matters as we have considered relevant in this connection, other relevant aspects of the transactions provided for in the Documents and relevant jurisprudence, we are of the opinion that the Documents and the transactions provided for therein would not be set aside by a court upon the application of a Creditor pursuant to any of the Insolvency Statutes.

This opinion letter is given to the indicated addressees in connection with the transactions contemplated by the Documents and is not to be relied upon by any other party or for any other purpose without our express written consent.

Yours very truly,

APPENDIX A to Opinion dated ●

CANADIAN IMPERIAL BANK OF COMMERCE

We conducted, or caused to be conducted, searches against Canadian Imperial Bank of Commerce ("**CIBC**") in the Province of Ontario, under the statutes specified herein, which disclosed the registrations/filings described below.

A. Winding-Up and Restructuring Act (Canada)

Searches made pursuant to the *Winding-Up and Restructuring Act* with (a) the office of ● have disclosed that CIBC did not appear in the records of the Registrar maintained pursuant to the *Winding-Up and Restructuring Act*.

B. Personal Property Security Act (Ontario)

Certificate current to ● issued in respect of CIBC pursuant to this statute revealed only the registrations set out in Exhibit A attached hereto.

APPENDIX B

PROVINCE OF ONTARIO
REGISTRATION SUMMARY

A. Details of Registration

A financing statement in favour of ● (the "**Buyer**") was registered for a period of 10 years on ● against Canadian Imperial Bank of Commerce (the "**CIBC**") pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**") as financing statement registration no. ●, reference file no. ●, and claiming a security interest in collateral generically described as "**accounts**" and "**other**".

B. Renewals and Amendments

A financing statement under the PPSA that does not indicate that the collateral is or includes consumer goods may be registered for a perpetual period or for a period of 1 to 25 years from the date of registration. To extend any initial or extended registration period, either perpetually or for an additional period of 1 to 25 years, a financing change statement must be registered prior to expiration of the then current registration period.

Please note that the PPSA financing statement referred to above has been registered for a period of 10 years. As we do not keep a diary in this regard, the Buyer should diarize its records to ensure that this registration is not permitted to expire. Expiry of this registration would prejudice a secured party's interest relative to other purchase of the secured assets from a debtor, secured creditors of a debtor, a debtor's trustee in bankruptcy and certain other persons.

If the Buyer learns that the Seller's name has changed, a financing change statement must be registered within 30 days after learning of the change of name and the new name.

The PPSA provides that a person learns of or knows information when, in the case of a corporation, other than a municipal corporation or local board thereof, information has come to the attention of a senior employee of the corporation with responsibility for matters to which the information relates under circumstances in which a reasonable person would take cognizance of it.