

SECOND AMENDING AGREEMENT DATED JULY 26, 2019

TO

**THE AMENDED AND RESTATED SUPPLEMENTAL AGENCY AGREEMENT
DATED JANUARY 15, 2015, AS AMENDED APRIL 7, 2016**

**(supplemental to the Agency Agreement dated July 2, 2013, as amended June 24, 2015 and
June 21, 2016)**

CANADIAN IMPERIAL BANK OF COMMERCE

Global Covered Bond Programme

Issue of Australian Dollar Denominated Covered Bonds

under the

Global Covered Bond Programme

THIS SECOND AMENDING AGREEMENT TO THE AMENDED AND RESTATED SUPPLEMENTAL AGENCY AGREEMENT (this “**Agreement**”) is made on July 26, 2019

BETWEEN:

- (1) **Canadian Imperial Bank of Commerce** (the “**Issuer**”);
- (2) **CIBC Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”); and
- (3) **BTA Institutional Services Australia Limited** as Australian issuing and paying agent and registrar for the purposes of the Covered Bonds (as defined below) (the “**Australian Agent**”).

WHEREAS:

- A. The parties entered into a supplemental agency agreement made as of September 23, 2013 as amended and restated on January 15, 2015 and as amended by the first amending agreement dated as of April 7, 2016 (the “**Agency Supplement**”).
- B. The parties hereto have agreed to amend the Agency Supplement pursuant to the terms of this Agreement.

NOW IT IS HEREBY AGREED that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

ARTICLE 1 – AMENDMENTS

1.01 **Amendments**

- (1) Section 3(a) of the Agency Supplement is amended by adding a new clause (viii) as follows:

“(viii) All references to the “**Issuer**” as they relate to the Australian Covered Bonds shall include the Issuer acting through its office in Toronto, Canada whose registered office is at Commerce Court, 199 Bay Street, Toronto, Ontario, Canada M5L 1A2 or its Sydney branch (ARBN 608 235 847) whose registered office is at Level 45, Gateway, 1 Macquarie Place, Sydney NSW 2000.”

ARTICLE 2– MISCELLANEOUS

2.01 **Further Assurances**

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

2.02 **Other Amendments**

Except as expressly amended, modified and supplemented hereby, the provisions of the Agency Supplement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Agency Supplement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

2.03 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

2.04 **Interpretation**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agency Supplement (prior to its amendments hereby).

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF this second amending agreement to the amended and restated supplemental agency agreement has been entered into the day and year first before written.

Canadian Imperial Bank of Commerce

By: *“Wojtek Niebrzydowski”*

BTA Institutional Services Australia Limited

By: *“Joseph Raymond Reid”*

CIBC Covered Bond (Legislative) Guarantor Limited Partnership, by its managing general partner, CIBC Covered Bond (Legislative) GP Inc.

By: *“Wojtek Niebrzydowski”*

cc:

HSBC Bank plc

HSBC Bank USA, National Association

Computershare Trust Company of Canada