

**CANADIAN IMPERIAL BANK OF COMMERCE**

**Programme for the Issuance of**

**Covered Bonds**

**unconditionally and irrevocably guaranteed as to payments by  
CIBC Covered Bond (Legislative) Guarantor Limited Partnership  
(a limited partnership formed under the laws of Ontario)**

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**SECOND AMENDED AND  
RESTATED  
DEALERSHIP AGREEMENT**

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**Dated as of  
June 20, 2017**

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**THIS SECOND AMENDED AND RESTATED DEALERSHIP AGREEMENT** (this “**Agreement**”) is made as of the 20th day of June 2017.

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## **AMONG**

- (1) **Canadian Imperial Bank of Commerce** (in its capacity as issuer of Covered Bonds, the “**Issuer**”; in its capacity as seller of Loans and their Related Security, the “**Seller**”; or “**CIBC**”);
- (2) **CIBC Covered Bond (Legislative) Guarantor Limited Partnership** (a limited partnership formed under the laws of Ontario) (acting in its capacity as a guarantor as to payments of interest and principal under the Covered Bonds, the “**Guarantor**”) by its managing general partner, **CIBC Covered Bond (Legislative) GP Inc.**;
- (3) **CIBC World Markets plc, Commerzbank Aktiengesellschaft, HSBC France, J.P. Morgan Securities plc, Merrill Lynch International and RBS Securities Inc.** (the “**Dealers**”, which expression shall include any institution(s) appointed as a Dealer in accordance with subclause 8.01(b), and save as specified herein, exclude any institution(s) whose appointment as a Dealer has been terminated in accordance with subclause 8.01(a), provided that where any such institution has been appointed as Dealer in relation to a particular Tranche (as defined below) the expression “**Dealer**” or “**Dealers**” shall only mean or include such institution in relation to such Tranche); and
- (4) **CIBC World Markets plc and HSBC Bank plc** (each, an “**Arranger**” and together, the “**Arrangers**”).

## **WHEREAS**

(A) The Issuer has established a programme (the “**Programme**”) for the issuance of covered bonds, unconditionally and irrevocably guaranteed by the Guarantor, in connection with which Programme it has entered into the Agency Agreement referred to below.

(B) The parties entered into a dealership agreement dated July 2, 2013, as amended pursuant to amending agreements dated June 27, 2014, May 28, 2015 and June 24, 2015 (the “**2015 Dealership Agreement**”), to record the arrangements agreed between them in relation to the issuance and sale by the Issuer and the purchase by Dealers from time to time of covered bonds for offer, sale, distribution or delivery by the Dealers to purchasers (the “**Covered Bonds**”).

(C) In connection with the renewal of the Programme on or about June 20, 2017, the parties to the 2015 Dealership Agreement wish to amend and restate the 2015 Dealership Agreement in its entirety by entering into this Agreement.

(D) Covered Bonds may be issued on a listed or unlisted basis. The Issuer has made applications to the UK Listing Authority (as defined below) for Covered Bonds issued under the Programme to be admitted to the Official List (as defined below) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for such Covered Bonds to be admitted to trading on the London Stock Exchange’s Main Market (the “**Market**”).

(E) Covered Bonds issued pursuant to the Prospectus will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(F) In connection with the foregoing, the Issuer has prepared a Base Prospectus (as defined below) for use in connection with the Programme. The terms of the Covered Bonds to be issued under the Programme shall be documented by way of Final Terms and as may be agreed between the Issuer and the Relevant Dealer(s) from time to time.

**IT IS AGREED** as follows:

## **Section 1. Definitions**

**1.01** For the purposes of this Agreement:

**“Agency Agreement”** means the agency agreement dated July 2, 2013 made among the Issuer, the Guarantor, the Bond Trustee, the Issuing and Paying Agent, the other Paying Agents, the Exchange Agent, the Registrar and the Transfer Agents, as the same may be amended, supplemented or replaced from time to time;

this **“Agreement”** includes the Schedules attached hereto and any amendment or supplement hereto (including any confirmation or agreement whereby an institution becomes a Dealer hereunder given or executed pursuant to subclause 8.01(b)) and the expressions **“herein”** and **“hereto”** shall be construed accordingly;

**“Agreement Date”** means each date on which the Issuer and the Guarantor conclude a Relevant Agreement which, where the Issuer and the Guarantor enter into an agreement in the form or based on the form set out in Part I or Part II of Schedule 7, as applicable, with such Dealer(s) shall be the execution date of such agreement and in all other cases shall be the date of the relevant Final Terms;

**“Annual Report”** means the most recently published annual report of the Issuer, which includes the audited consolidated financial statements of the Issuer, and the report of the Auditors thereon;

**“Auditors”** means the auditors appointed by the Issuer in accordance with the provisions of the *Bank Act* (Canada), which at the date hereof are Ernst & Young LLP;

**“Authorized Amount”** means, at any time, the amount of CAD 20,000,000,000, subject to any increase as may have been authorized pursuant to Section 9 hereof;

**“Bail-in Legislation”** means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

**“Bail-in Powers”** means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the applicable Bail-in Legislation;

**“Base Prospectus”** means the prospectus dated on or about June 20, 2017 relating to the Programme, which constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive, the preparation of which has been procured by the Issuer in

connection with the application for Covered Bonds to be listed, but excluding any documents (or parts thereof) described in such prospectus that are not expressly incorporated by reference therein, which prospectus may be amended, supplemented, updated, replaced or substituted from time to time;

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

“**BRRD Liability**” means a liability in respect of which the relevant Write-down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

“**BRRD Party**” means any Arranger or Dealer subject to Bail-in Powers;

“**CDS**” means CDS Clearing and Depository Services Inc. and its successors and assigns;

“**CGCB**” means a Temporary Global Covered Bond in the form set out in the First Schedule to the Agency Agreement or a Permanent Global Covered Bond in the form set out in the Second Schedule to the Agency Agreement, in either case where the applicable Final Terms specify the Covered Bonds as not being in New Global Covered Bond form;

“**Common Safekeeper**” means a common safekeeper for the ICSDs;

“**Disclosure Documents**” has the meaning specified in Clause 2.10;

“**DTC**” means The Depository Trust Company;

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>;

“**European Economic Area**” or “**EEA**” means the member states of the European Union together with Iceland, Norway and Liechtenstein;

“**Eurosystem**” means the central banking system for the Euro;

“**Eurosystem-eligible Covered Bond**” means a NGCB or a Registered Global Covered Bond that is to be held under the NSS, which is intended to be held in a manner that would allow Eurosystem eligibility as stated in the applicable Final Terms or as notified by the Issuer or the Issuing and Paying Agent on its behalf to the ICSDs;

“**FCA**” means the Financial Conduct Authority;

“**Final Terms**” means the final terms issued in relation to a Series or Tranche of Covered Bonds in, or substantially in (i) the form of Part I of Schedule 6 hereto, for use in connection with the Base Prospectus, which constitutes final terms for the purposes of Article 5.4 of the Prospectus Directive, (ii) the form of Part II of Schedule 6 hereto, for use in connection with any Series of N Covered Bonds, or (iii) such other form as may be agreed between the Issuer, the Guarantor and the Relevant Dealers for use other than in connection with the Base Prospectus in respect of any Series of Covered Bonds (other than N Covered Bonds);

“**FSMA**” means the Financial Services and Markets Act 2000, as amended;

**"ICSDs"** mean Euroclear and Clearstream, Luxembourg;

**"Investor Presentation"** has the meaning specified in Clause 2.10;

**"Issuer-ICSDs Agreement"** means the agreement entered into between the Issuer and each of the ICSDs;

**"Issue Date"** means the date specified as such in the relevant Final Terms;

**"Issuing and Paying Agent"** means HSBC Bank plc, London, in its capacity as issuing and paying agent, which expression shall include any successor(s) thereto;

**"listing"**, **"listed"** in relation to any Covered Bonds which are to have a "listing" or be "listed" on (i) the London Stock Exchange, shall be construed to mean that such Covered Bonds have been admitted to listing on the Official List and admitted to trading on the Market, or (ii) the Luxembourg Stock Exchange or any other Stock Exchange in the EEA (other than the London Stock Exchange or the Luxembourg Stock Exchange), shall be construed to mean that such Covered Bonds have been admitted to trading on the relevant Regulated Market, or (iii) any other Stock Exchange (other than those referred to in (i) to (ii) above), shall be construed to mean that the Covered Bonds have been listed on that Stock Exchange and/or to trading on the relevant market, as the case may be;

**"Listing Rules"** means:

- (a) in the case of Covered Bonds which are, or are to be, listed on the London Stock Exchange, the Part 6 rules (including the listing rules) made by the UK Listing Authority (or such other body to which its functions have been transferred in accordance with FSMA) and the London Stock Exchange's Admission and Disclosure Standards; and
- (b) in the case of Covered Bonds which are, or are to be, listed on a Stock Exchange other than the London Stock Exchange (as specified in the Final Terms), the listing rules and regulations for the time being in force for such Stock Exchange or other relevant authority;

**"London business day"** means a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets are open for general business, including dealings in foreign exchange and foreign currency deposits, in London;

**"London Stock Exchange"** means The London Stock Exchange plc;

**"Member State"** means a Member State of the EEA;

**"MiFID"** means the Markets in Financial Instruments Directive (No.2004/39/EC), as amended or replaced from time to time;

**"NGCB"** or **"New Global Covered Bond"** means a Temporary Global Covered Bond in the form set out in the First Schedule to the Agency Agreement or a Permanent Global Covered Bond in the form set out in the Second Schedule to the Agency Agreement, in either case where the applicable Final Terms specify the Covered Bonds as being in New Global Covered Bond form;

**“NSS”** means the new safekeeping structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations;

**“Offering Document”** means:

- (a) in the case of Covered Bonds admitted to trading on a Regulated Market or offered to the public in circumstances requiring publication of a prospectus under the Prospectus Directive, the Base Prospectus for a Series or Tranche of such Covered Bonds; or
- (b) in all other cases, the Prospectus;

each as revised, supplemented or amended from time to time by the Issuer in accordance with subclause 3.03(l) hereof and in relation to each Series or Tranche, the Final Terms relating to such Series or Tranche, or, as applicable, the Time of Sale Information and the Disclosure Documents;

**“Official List”** means the official list maintained by FCA in accordance with Part 6 of FSMA;

**“Paying Agents”** means HSBC Bank plc, London, acting through its offices at 8 Canada Square, London, E14 5HQ and HSBC Bank USA, National Association, acting through its offices at 452 Fifth Avenue, New York, New York 10018-2706 in their capacities as paying agents, which expression shall also include the Issuing and Paying Agent and any substitute or additional paying agents appointed in accordance with the Agency Agreement;

**“Pricing Supplement”** means the pricing supplement issued in relation to a Tranche of Covered Bonds in such form as is agreed between the Issuer, the Guarantor and the Relevant Dealer(s);

**“Prospectus”** means the Base Prospectus together with all documents incorporated by reference therein, as such may be amended, supplemented, updated, replaced or substituted from time to time;

**“Prospectus Directive”** means Directive 2003/71/EC of the European Parliament and the Council as of 4<sup>th</sup> November, 2003, as amended by the 2010 PD Amending Directive, on the prospectus to be published when securities are offered to the public or admitted to trading and, unless otherwise specified, includes any relevant implementing measure in the United Kingdom or any other relevant Member State;

**“Prospectus Directive Regulation”** means Commission Regulation (EC) No. 809/2004 of 29<sup>th</sup> April, 2004 as amended or replaced from time to time;

**“Registrars”** means HSBC Bank plc, London and HSBC Bank USA, National Association, each in its respective capacity as registrar, and any substitute or additional registrars appointed in accordance with the Agency Agreement and, in relation to any particular Covered Bonds in registered form, **“Registrar”** means whichever Registrar is specified in the relevant Final Terms;

**“Regulated Market”** means a regulated market as defined in MiFID;



**“Relevant Agreement”** means an agreement in writing among the Issuer, the Guarantor and any Dealer(s) for the sale by the Issuer and the purchase or, as the case may be, subscription for as principal by such Dealer(s) (or on such other basis as may be agreed between the Issuer and the Relevant Dealer(s) at the relevant time) of any Covered Bonds and shall include, without limitation, any agreement in the form or based on the form set out in Part I or Part II of Schedule 7 hereto, as applicable;

**“Relevant Dealer”** means, in relation to a Relevant Agreement which is made between the Issuer and more than one Dealer, the institution specified as such in such Relevant Agreement; and, in relation to a Relevant Agreement which is made between the Issuer, the Guarantor and a single Dealer, such Dealer;

**“Relevant Resolution Authority”** means the resolution authority with the ability to exercise any Bail-in Powers in relation to a BRRD Party;

**“Securities Act”** means the United States Securities Act of 1933, as amended;

**“Series”** means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (i) expressed to be consolidated and form a single series; and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and, notwithstanding the foregoing, means in the case of N Covered Bonds, each N Covered Bond made out in the name of a specific N Covered Bondholder;

**“Stock Exchange”** means the London Stock Exchange, the Luxembourg Stock Exchange or any other or further stock exchange(s) or other relevant authority on which any Covered Bonds may from time to time be listed or admitted to trading and references in this Agreement to the “relevant Stock Exchange” shall, in relation to any Covered Bonds, be references to the stock exchange(s) on which such Covered Bonds are from time to time, or will be, listed or admitted to trading;

**“Subscription Agreement”** means the agreement between the Issuer, the Guarantor and the Relevant Dealers in substantially the form set out in Part I or Part II of Schedule 7, as applicable;

**“Terms and Conditions”** means in relation to any Covered Bonds, the terms and conditions applicable to such Covered Bonds set out in the Prospectus and any reference to a numbered “Condition” is to the correspondingly numbered provision thereof;

**“Time of Sale”** has the meaning specified in Clause 2.10;

**“Time of Sale Information”** has the meaning specified in Clause 2.10;

**“Tranche”** means Covered Bonds which are issued on the same Issue Date, the terms of which are identical in all respects save that a Tranche may comprise Covered Bonds in more than one denomination and Covered Bonds in bearer form or Covered Bonds in registered form and shall, where the context so requires, be deemed to refer to a Series of N Covered Bonds, provided that for greater certainty, N Covered Bonds are only issuable in Series;

**“Transfer Agents”** means HSBC Bank plc, London, acting through its offices at 8 Canada Square, London, E14 5HQ and HSBC Bank USA, National Association, acting through its offices at 452 Fifth Avenue, New York, New York 10018-2706 in their capacities as transfer agents, which expression shall also include, unless the context otherwise requires, any Registrar and shall include any substitute or additional transfer agents appointed in accordance with the Agency Agreement;

**“UK Listing Authority”** means the FCA in its capacity as the “competent authority” for listing in the United Kingdom under FSMA; and

**“2010 PD Amending Directive”** means Directive 2010/73/EU.

- 1.02** Terms used in the Prospectus shall, unless the context otherwise admits or the contrary is indicated, have the same meaning herein.
- 1.03** This Agreement amends and restates the 2015 Dealership Agreement in respect of all Covered Bonds issued under the Programme on or after the date hereof. This amendment and restatement does not affect any Covered Bonds issued under the Programme prior to the date of this Agreement.

## **Section 2. Issuance of Covered Bonds**

- 2.01** The Issuer and the Dealers agree that any Covered Bonds which may, from time to time, be agreed between the Issuer and any Dealer(s) to be sold by the Issuer and purchased or, as the case may be, subscribed for by such Dealer(s) shall be sold and purchased, or, as the case may be, subscribed for on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of this Agreement. Unless otherwise agreed, neither the Issuer nor any Dealer(s) is, are or shall be under any obligation to sell, procure subscriptions for, purchase or subscribe for, as the case may be, any Covered Bonds.
- 2.02** Upon the conclusion of any Relevant Agreement and subject as provided in Clause 2.03:
- (a) the Relevant Dealer shall promptly acknowledge the terms of the Relevant Agreement (as established by the Relevant Dealer and the Issuer) to the Issuer (with a copy to the Guarantor, the Issuing and Paying Agent and, if the Relevant Agreement relates to the sale of Covered Bonds in registered form, the Registrar) in writing (by letter, telex, fax or e-mail);
  - (b) the Issuer and the Guarantor shall promptly confirm such terms to the Issuing and Paying Agent and, if the Relevant Agreement relates to the sale of Covered Bonds in registered form, the Registrar in writing (by letter, telex, fax or e-mail), and the Relevant Dealer or, if such Relevant Dealer so agrees with the Issuer, the Issuer will prepare or procure the preparation of the Final Terms in relation to the relevant Covered Bonds for approval (such approval not to be unreasonably withheld or delayed) by the Issuer or, as the case may be, the Relevant Dealer and execution on behalf of the Issuer and the Guarantor;
  - (c) the Issuer shall cause the Covered Bonds, which, in the case of Bearer Covered Bonds shall be initially represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond, and, in the case of Registered Covered Bonds,

shall be initially represented by a Regulation S Global Covered Bond, a Rule 144A Global Covered Bond, Definitive IAI Registered Covered Bonds or N Covered Bonds, as applicable, to be issued and delivered on the agreed Issue Date:

- (i) in the case of a Temporary Global Covered Bond or a Permanent Global Covered Bond, to (A) if the Covered Bonds are CGCBs, a Common Depository, or (B) if the Covered Bonds are NGCBs, a Common Safekeeper for Euroclear and Clearstream, Luxembourg;
  - (ii) in the case of a Regulation S Global Covered Bond or a Rule 144A Global Covered Bond (i) intended to be held under the NSS, to a nominee of a Common Depository for Euroclear and Clearstream, Luxembourg; or (ii) not intended to be held under the NSS, either to a nominee of a Common Depository for Euroclear and Clearstream, Luxembourg or to a custodian of DTC or to CDS, as specified in the applicable Final Terms;
  - (iii) in the case of Definitive IAI Registered Covered Bonds, to or to the order of the prospective holders;
  - (iv) in the case of N Covered Bonds, to or to the order of the prospective holders; and
  - (v) in the case of (i) or (ii) above, the securities account(s) of the Relevant Dealer with Euroclear and/or Clearstream, Luxembourg and/or DTC and/or CDS (as specified by the Relevant Dealer) will be credited with the Covered Bonds on the agreed Issue Date; and
- (d) the Relevant Dealer(s) shall, subject to delivery of the Covered Bonds and the other conditions listed in Clause 2.03, for value on the Issue Date of the relevant Covered Bonds procure the payment of the net purchase monies therefor (namely the agreed issue or sale price thereof plus any accrued interest and less any agreed commissions or other agreed deductibles) to or to the order of the Issuer by credit transfer to such account as may have been specified by the Issuer to the Relevant Dealer for that purpose.

**2.03** The obligations of any Dealer(s) under subclause 2.02(d) are conditional upon:

- (a) in respect of the first issue of Covered Bonds, each Dealer having received in form, number and substance satisfactory to each such Dealer not less than one London business day prior to the Issue Date of such Covered Bonds the applicable documents and confirmations described in Schedule 2 to this Agreement, provided that if any Dealer (other than any Dealer participating in the first issue of Covered Bonds under this Agreement) considers any document or confirmation described in Schedule 2 to this Agreement to be unsatisfactory in its reasonable opinion, it must notify the Arrangers and the Issuer within the earlier of the Issue Date and five London business days of receipt of such documents and confirmations and, in the absence of notification, each Dealer shall be deemed to consider the documents and confirmations to be satisfactory;
- (b) CIBC and the Guarantor (i) having performed all of their respective obligations under this Agreement to be performed on or before the Issue Date of the relevant

Covered Bonds, and (ii) confirming that there has been no change rendering the representations and warranties of CIBC and the Guarantor set out in this Agreement inaccurate on or prior to the Issue Date, provided that for the purposes of this subclause such representations and warranties shall only be qualified by the proviso to Clauses 3.01 and 3.02, as applicable, to the extent that information is disclosed to the Dealers before the date of the Relevant Agreement;

- (c) subject to Section 9, the aggregate nominal amount of the Covered Bonds to be issued, when added to the aggregate nominal amount of all Covered Bonds outstanding on the proposed Issue Date (excluding for this purpose Covered Bonds due to be redeemed on the Issue Date) not exceeding the Authorized Amount;
- (d) (A) in respect of any Covered Bonds issued pursuant to Rule 144A, the Issuer's delivery to the Arrangers, on behalf of the Dealers (or, if no Arrangers are participating in such issuance, the Relevant Dealer), of (i) a DTC Letter of Representations, in the agreed form, executed by DTC, the Issuing and Paying Agent and the Issuer, (ii) a CUSIP number in respect of such Covered Bonds; and (iii) confirmation that such Covered Bonds have been accepted by DTC or any alternative clearing system (as appropriate) for clearing and settlement in its or their systems, as appropriate; and (B) in respect of Covered Bond deposited in CDS, the Issuer shall have met all requirements of CDS necessary to make use of its book-entry system;
- (e) in the case of Covered Bonds which are to be listed on a Stock Exchange, such Stock Exchange and/or relevant authority or authorities having agreed to list the relevant Covered Bonds or admit the Covered Bonds to trading, as the case may be, subject only to their issue;
- (f) there not having occurred since the date of the Relevant Agreement:
  - (i) any change in the financial condition of the Issuer or the Guarantor that, in the reasonable judgment of the Relevant Dealers and the Arrangers, impairs or may impair the investment quality of the Covered Bonds;
  - (ii) any downgrading or withdrawal by Moody's, Fitch, DBRS or Standard & Poor's Financial Services LLC of, or the placing on "creditwatch" (or other similar publication of formal review by the relevant rating organization) by Moody's, Fitch, DBRS or Standard & Poor's Financial Services LLC of, the rating of the Issuer's debt securities;
  - (iii) in the professional opinion of the Relevant Dealers (after consultation with the Issuer and the Guarantor, if practicable), any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the view of the Relevant Dealers, be likely to prejudice materially the success of the offering and distribution of any of the relevant Covered Bonds, whether in the primary market or in respect of dealings in the secondary market; or
  - (iv) any event or circumstance that with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement will constitute an Issuer Event of Default;

- (g) in relation to any Tranche of Covered Bonds that is syndicated among a group of institutions, there having been delivered to the Relevant Dealers and, in the case of all other issues and if requested by the Relevant Dealer, there having been delivered to such Dealer, opinions from legal counsel (in Canada, the United States and/or England, as applicable) acceptable to the Relevant Dealer in such form as the Relevant Dealer may reasonably request on and dated as of the Issue Date of the relevant Covered Bonds;
- (h) (i) in relation to any Tranche of Covered Bonds that is syndicated among a group of institutions, there having been delivered to the Relevant Dealers a letter from the Auditors (each an “**Auditor’s Letter**”) for the time being of the Issuer in such form as the Relevant Dealers may reasonably request (which may be, in the case of an issue pursuant to Rule 144A, a letter in the form of SAS 72 or SAS 76 or any letter replacing the same) on and dated as of the relevant Issue Date; and (ii) in the case of all other issues, if so reasonably requested by the Relevant Dealer, there having been delivered an Auditor’s Letter in such form as the Relevant Dealer may reasonably request (which may be, in the case of an issue pursuant to Rule 144A, a letter in the form of SAS 72 or SAS 76 or any letter replacing the same) on and dated as of the Issue Date of the relevant Covered Bonds;
- (i) the Issuer being permitted to issue such Covered Bonds under, and having complied with, and such Covered Bonds and the Transaction Documents complying with, all relevant laws and directives and all consents and approvals of any court, governmental department or other regulatory body that are required for the Covered Bonds to be issued and for the performance of their terms having been obtained and the Guarantor being permitted to enter into the Guarantee;
- (j) (i) in relation to any Tranche of Covered Bonds that is syndicated among a group of institutions, there having been delivered to the Relevant Dealers, a copy of the Offering Document together with a certificate dated the Issue Date of the relevant Covered Bonds signed by a director or officer of the Issuer, in such capacity and not in their personal capacity, stating that to the best of the knowledge of such person, having made due enquiry such documents contain all material information relating to the assets and liabilities, financial position, profits and losses and prospects of the Issuer and nothing has happened that would require such documents to be supplemented and (ii) in the case of all issues of Covered Bonds, there having been delivered to the Relevant Dealer, such opinions, documents, certificates and information relevant in the context of the issue of such Covered Bonds as the Relevant Dealer may reasonably request;
- (k) no meeting of the holders of Covered Bonds (or any of them), called to consider matters which might, in the opinion of the Relevant Dealer, be material in the context of the proposed issue and purchase of the Covered Bonds, having been duly convened but not yet held or, if held but adjourned, the adjourned meeting having not been held and the Issuer not being aware of any circumstances which are likely to lead to the convening of such a meeting;
- (l) the forms of the Final Terms, the applicable Global Covered Bonds, Covered Bonds in definitive form and Receipts, Coupons or Talons (each as applicable) in relation to the relevant Tranche and the relevant settlement procedures having been agreed by

the Issuer, the Relevant Dealer, the Bond Trustee and the Issuing and Paying Agent and, if applicable, the Registrar;

- (m) in respect of the currency in which the Covered Bonds are to be denominated, such currency being accepted for settlement by Euroclear and Clearstream, Luxembourg and, where relevant, DTC or CDS;
- (n) as applicable, the delivery to the Registrar as custodian of the Regulation S Global Covered Bond and/or the Rule 144A Global Covered Bond representing the relevant Registered Covered Bonds and/or the delivery to the Relevant Dealer of the Definitive IAI Registered Covered Bonds and/or the delivery to the Common Depository or, as the case may be, a Common Safekeeper of the Temporary Bearer Global Covered Bond and/or the Permanent Bearer Global Covered Bond representing the relevant Bearer Covered Bonds, in each case as provided in the Agency Agreement;
- (o) in the case of Covered Bonds that are Eurosystem-eligible Covered Bonds, the Issuing and Paying Agent making the actual instruction to the Common Safekeeper to effectuate each relevant Eurosystem-eligible Covered Bond under the Programme, and there having been no variation to the Common Safekeeper under Clause 2.03 of the Agency Agreement;
- (p) the Guarantor, the Bond Trustee and the Covered Bond Swap Provider on the Issue Date entering into a Covered Bond Swap Agreement in relation to the relevant Covered Bonds;
- (q) in the case of Covered Bonds which are intended to be admitted to trading on a regulated market of an European Economic Area stock exchange or offered to the public in an European Economic Area Member State on or after the date on which the Prospectus Directive is implemented in such Member State:
  - (i) the Specified Denominations being €100,000 or more (or the equivalent in any other currency);
  - (ii) the Prospectus having been approved as a base prospectus by the UK Listing Authority, and filed with the UK Listing Authority and having been published in accordance with the Prospectus Directive; and
  - (iii) either (A) there being no significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of the Covered Bonds which are intended to be listed or (B) if there is such a significant new factor, material mistake or inaccuracy, a supplement to the Prospectus in relation to the issue having been published in accordance with the Prospectus Directive; and
- (r) in respect of any N Covered Bond issued, the Issuer's delivery to the Dealers, of (i) legal opinions as to German law from German legal advisors to the Issuer and the Guarantor, and (ii) reports from German accountants to the Issuer, in each case as may be reasonably required by any Relevant Dealer.

- 2.04** The Relevant Dealer, on behalf of itself only or, as the case may be, the other Dealer(s) party to the Relevant Agreement in question, may, in its absolute discretion, waive any of the conditions contemplated in Clause 2.03 (other than the condition contained in paragraph (c) of Clause 2.03) in writing to the Issuer in so far only as they relate to an issue of Covered Bonds by the Issuer to such Dealer(s) and any condition so waived shall be deemed to have been satisfied as regards such Dealer(s) alone and only for the purposes specified in such waiver. If any of such conditions are not satisfied or waived by the Relevant Dealer on or before the Issue Date of any relevant Tranche, the Relevant Dealer shall be entitled to terminate the Relevant Agreement and, in that event, the parties to such Relevant Agreement shall be released and discharged from their respective obligations thereunder (except for any rights or liabilities which may have arisen pursuant to Section 3, Section 4 and Section 5 of this Agreement or have been incurred prior to or in connection with such termination or any liability of the Issuer or the Guarantor under the terms of the Relevant Agreement for the expenses of the Dealer(s) party to such Relevant Agreement which shall survive such termination).
- 2.05** In connection with the issue of any Tranche of Covered Bonds, one or more Dealers (if any) (the “**Stabilising Manager(s)**”) (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. In carrying out such stabilisation action, such Stabilising Manager(s) shall act for itself and not as agent for the Issuer or the Guarantor and is authorized by the Issuer and the Guarantor to make all appropriate disclosure in relation to any such action. Any loss or profit sustained as a consequence of any such over allotment or stabilising activity shall be for the account of such Stabilising Manager(s). Any such stabilisation action or over-allotment shall be conducted in accordance with applicable laws and rules.
- 2.06** The Dealers acknowledge that the Issuer may sell Covered Bonds issued under the Programme to any institutions who do not become Dealers pursuant to Section 8 of this Agreement. The Issuer hereby undertakes to each of the Dealers that it will, in relation to any such sales, comply with the provisions of Schedule 1 hereto as if it were a Dealer.
- 2.07** Each Dealer agrees that further Covered Bonds of the same Series may be issued in subsequent Tranches at different Issue Prices and on different Issue Dates.
- 2.08** In connection with the offer and sale of Covered Bonds in the United States, except as otherwise provided below, the Issuer shall prepare a Pricing Supplement at or prior to the Applicable Time (as defined below), which includes such pricing and other necessary information (including, without limitation and if appropriate, financial or other disclosure relating to the Issuer and the Guarantor). Whenever a Subscription Agreement is entered into in connection with a specific sale of Covered Bonds in the United States, the related Pricing Supplement shall be attached, or shall be deemed to be attached, thereto. Pricing and other information will also (or alternatively, if Final Terms are provided prior to the Time of Sale, as contemplated by Section 2.10 below) be set forth in Final Terms or in such other form as may be approved at that time by the London Stock Exchange or other applicable Stock Exchange. Whenever a Subscription Agreement is entered into in connection with a

specific sale of Covered Bonds in the United States, the related Final Terms may, but need not be, attached thereto.

- 2.09** The “**Applicable Time**” shall be a time prior to the Time of Sale (as defined below) such that the Dealer(s) can convey the Pricing Supplement of the Covered Bonds to the purchasers thereof at or prior to the Time of Sale.
- 2.10** Except as otherwise provided herein: (i) in the case of the offer and sale of Covered Bonds in the United States, subject to satisfaction of Section 2.08 above, any Pricing Supplement (together with the Prospectus, the “**Time of Sale Information**”) will be made available by the applicable Dealer(s), or will be otherwise conveyed to the purchasers of such Covered Bonds, at or prior to the Applicable Time and (ii) in each case the Final Terms (together with the Prospectus and, if applicable, any relevant Pricing Supplement and any “**Investor Presentation**” (as defined in the relevant Subscription Agreement) (collectively, the “**Disclosure Documents**”)) will (unless otherwise required by applicable law) be made available for inspection by purchasers of such Covered Bonds on or prior to the relevant Issue Date relating to such Covered Bonds. The Issuer shall endeavour to provide any Final Terms at or prior to the Time of Sale. In the event any such Final Terms are provided at or prior to the Time of Sale, the applicable Dealer(s) will make such Final Terms available to purchasers of the Covered Bonds at or prior to the Time of Sale and the Issuer will not be obliged to provide any Pricing Supplement relating to such Covered Bonds. As used herein, the term “**Time of Sale**” shall be the time specified in the relevant Subscription Agreement or as may otherwise be agreed between the parties. For the avoidance of doubt, sales of Covered Bonds in the United States shall not be consummated by the applicable Dealer(s) with their customers prior to the Time of Sale.
- 2.11** It is agreed by the parties hereto that none of CIBC, the Guarantor or any Dealer(s) shall directly communicate to proposed purchasers of Covered Bonds in the United States any offering materials (which, for the avoidance of doubt, shall not include Bloomberg and other routine communications by a Dealer to prospective purchasers in connection with a new issue) other than the Disclosure Documents, without prior notification to and written approval from such other party or parties.
- 2.12** The Issuer and the Guarantor acknowledge and agree that in connection with the sale of the Covered Bonds to any Dealer(s) or any other services any Dealer(s) may be deemed to be providing hereunder, notwithstanding any pre-existing relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by any Dealer(s): (i) no fiduciary relationship exists between the Issuer and the Guarantor on the one hand, and the Dealer(s), on the other; (ii) the relationship between the Issuer or the Guarantor on the one hand, and any Dealer(s), on the other, is entirely and solely commercial and based on arm’s-length negotiations; (iii) any duties and obligations that any Dealer(s) may have to the Issuer and the Guarantor shall be limited to those duties and obligations specifically stated herein; and (iv) the Dealers and their respective affiliates may have interests that differ from those of the Issuer and the Guarantor.
- 2.13** Certain further timing and other procedures relating to the issue and subscription of the Covered Bonds and related matters are set out in Schedule 8 hereto, which may be amended from time to time as agreed between the Issuer and the Relevant Dealer.



### **Section 3. Representations, Warranties and Undertakings by CIBC and the Guarantor**

**3.01** The following representations and warranties are made by CIBC to the Dealers and the Arrangers on the date hereof and shall be deemed to be repeated on each date on which the Prospectus is amended, supplemented, updated and/or replaced, on each date upon which the Authorized Amount is increased and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, on the date on which the Relevant Agreement is made, at the Time of Sale, on the Issue Date of such Tranche and on each intervening date, in each case, with reference to the facts and circumstances then subsisting:

- (a) CIBC is duly incorporated and validly existing under the laws of Canada, with full power and authority to conduct its business as described in the relevant Offering Document, and is lawfully qualified in all material respects to do business in those jurisdictions in which business is conducted by it;
- (b) this Agreement, the Agency Agreement, the Mortgage Sale Agreement and the other Transaction Documents to which CIBC is a party have been duly authorized, executed and delivered by CIBC and constitute valid and legally binding obligations of CIBC and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Relevant Agreement in respect of such Covered Bonds constitutes valid and legally binding obligations of CIBC, assuming the due authorization, execution and delivery and enforceability of such documents in accordance with their respective terms by the counterparties thereto;
- (c) in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Covered Bonds have been duly authorized by CIBC and, when duly completed, executed, authenticated, issued, delivered, effectuated (where required) and paid, the consideration therefore received by CIBC, in accordance with this Agreement and the Agency Agreement, will constitute valid and legally binding obligations of CIBC;
- (d) all actions or things required to be taken, fulfilled or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) by CIBC for or in connection with the execution and delivery of this Agreement, the Agency Agreement, (except in respect of registrations or notices of Transaction Documents in any land registry office or under any land registry statutes as stipulated in the Transaction Documents) the Mortgage Sale Agreement and the other Transaction Documents and, in respect of each Tranche, agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the issue and sale of the Covered Bonds and the entering into and, where relevant, execution and delivery of the Relevant Agreement and the performance by CIBC of the obligations expressed to be undertaken by it herein and therein and the distribution of the Disclosure Documents and (in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed) the relevant Final Terms in accordance with the provisions set out in Schedule 1 hereto, either have been obtained and are in full force and effect or will, on the relevant Issue Date, have been obtained and will, on such Issue Date, be in full force and effect;

- (e) the execution and delivery of this Agreement, the Agency Agreement, the Mortgage Sale Agreement, the other Transaction Documents to which CIBC is a party and, in respect of each Tranche, agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the entry into and, where relevant, execution and delivery of the Relevant Agreement and the issue and sale of the relevant Covered Bonds and the carrying out of the other transactions and actions herein and therein contemplated and compliance with their terms do not and will not (i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the documents constituting it or (ii) infringe any material existing applicable law, rule, regulation, judgment, order or decree of any government, governmental body or court, domestic or foreign, having jurisdiction over it;
- (f) (i) the relevant Offering Document contains all information that is material in the context of the issue and offering of the Covered Bonds (including all information required by applicable laws and the information that, according to the particular nature of CIBC, the Covered Bonds, the Covered Bond Portfolio and the Programme, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and of the rights attaching to the Covered Bonds), (ii) the statements contained in it relating to CIBC are in every material particular true and accurate and not misleading, (iii) the opinions and intentions expressed in it with regard to CIBC are honestly held and are based on reasonable assumptions, (iv) there are no other facts in relation to CIBC, the Covered Bonds, the Covered Bond Portfolio or the Programme, the omission of which would, in the context of the issue and offering of the Covered Bonds, make any statement in the relevant Offering Document misleading in any material respect and (v) the relevant Offering Document otherwise complies with, and has been, or will following approval by the UK Listing Authority be, published as required by the Prospectus Directive, as applicable;
- (g) each of the representations and warranties of CIBC in the Mortgage Sale Agreement (other than those for which remedy of repurchase or substitution is available) and in any other Transaction Document to which it is a party is true and correct in all material respects as of the date it is expressed to be made;
- (h) (i) the most recently prepared consolidated financial statements of CIBC either appear in the relevant Offering Document or have been delivered by CIBC, or are publicly available, to each Dealer and the Arrangers and were prepared in accordance with accounting principles generally accepted in, and pursuant to the laws of, Canada, consistently applied except to the extent (if any) disclosed in the relevant Offering Document or such financial statements and present fairly the financial position of CIBC and its consolidated subsidiaries as at the date, and the results of operations and changes in financial position of CIBC and its consolidated subsidiaries for the period, in respect of which they have been prepared, and (ii) since the date of the last audited financial statements of CIBC, copies of which have been delivered to each Dealer and the Arrangers, there has been no change that is materially adverse to the financial condition of CIBC and its consolidated subsidiaries, except to the extent (if any) disclosed in the relevant Offering Document or such financial statements;

- (i) other than publicly disclosed, there are no actions, suits or proceedings against or affecting CIBC or any of its subsidiaries or properties that, if determined adversely to CIBC, would individually or in the aggregate have a material adverse effect on the financial condition or profitability of CIBC or on the ability of CIBC to perform its obligations under the Transaction Documents or the Covered Bonds, or that are otherwise material in the context of the issue of the Covered Bonds and no such actions, suits or proceedings are pending, threatened or contemplated;
- (j) to the best of its knowledge, no event has occurred or circumstance arisen that with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement will constitute, an Issuer Event of Default (as defined in the Terms and Conditions);
- (k) as of the Issue Date of any Tranche (after giving effect to the issue of such Covered Bonds and of any other Covered Bonds to be issued, and to the redemption of any Covered Bonds to be redeemed, on or prior to such Issue Date), the aggregate principal amount outstanding (as defined in the Agency Agreement and expressed in CAD in accordance with Clause 3.07 below) of Covered Bonds issued under the Programme will not exceed the Authorized Amount;
- (l) neither CIBC nor any of its respective “affiliates” (as defined in Rule 405 under the Securities Act), nor any persons acting on its behalf (which, for the avoidance of doubt, shall not include any Dealer), have engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Covered Bonds and each of them has complied or will comply with the offering restriction requirement of Regulation S (to the extent applicable) and has implemented or will implement the necessary offering restrictions in connection therewith (to the extent applicable);
- (m) neither CIBC nor any of its respective “affiliates” (as defined in Rule 501(b) of Regulation D), or any person acting on behalf of any of them (which, for the avoidance of doubt, shall not include any Dealer), (i) has made offers or sales of any security, or solicited offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require the registration of the Covered Bonds under the Securities Act; or (ii) has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Covered Bonds in the United States;
- (n) none of the Covered Bonds offered and sold to QIBs in reliance on Rule 144A are of the same class (within the meaning of Rule 144A) as securities listed on any national securities exchange registered under Section 6 of the United States Exchange Act of 1934 as amended (the “**Exchange Act**”) or quoted in a U.S. automated inter-dealer quotation system (as such term is used in Rule 144A);
- (o) CIBC is not, and as a result of the offer and sale of the Covered Bonds contemplated herein, will not be, an “investment company” under, and as such term is defined in, the United States Investment Company Act of 1940, as amended;
- (p) CIBC is a “foreign issuer” (as such term is defined in Regulation S);
- (q) neither CIBC, nor any of its affiliates (as defined in Rule 501(b) of Regulation D), nor any person (other than the Dealers) acting on behalf of any of them has taken or will

take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security to facilitate the sale or resale of the Covered Bonds;

- (r) that in relation to each Tranche of Covered Bonds for which a Dealer is acting as a Stabilising Manager, it has not issued and will not issue, without the prior consent of that Dealer, any press or other public announcement referring to the proposed issue of Covered Bonds unless the announcement adequately discloses that stabilising action may take place in relation to the Covered Bonds to be issued;
- (s) CIBC and the Programme have each been registered in the registry established by Canada Mortgage and Housing Corporation pursuant to Section 21.51 of Part I.1 of the *National Housing Act* (Canada) with effect on or about July 2, 2013;
- (t) the operations of the Issuer and its subsidiaries are and have been conducted in all material respects in compliance with applicable financial recordkeeping and reporting requirements and anti-money laundering statutes of all jurisdictions to which the Issuer and its subsidiaries are subject and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency, including without limitation, the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the Currency and Foreign Transactions Reporting Act of 1970 (the "**Bank Secrecy Act**"), as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) (the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Issuer, threatened which would have a material adverse effect on the offer of the Covered Bonds as contemplated by this Agreement;
- (u) none of the Issuer or any of its subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or controlled affiliate of the Issuer or any of its subsidiaries (i) is the subject of any sanctions administered, enacted or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or any other U.S., Canadian, European Union, United Nations or United Kingdom economic sanctions or any equivalent sanctions authority with jurisdiction over the Issuer (collectively, "**Sanctions**") or is owned or controlled by, or (to the best of the Issuer's knowledge) acting on behalf or at the direction of a person or entity that is the subject of Sanctions, (ii) has any business or financial dealings with any person on OFAC's Specially Designated Nationals and Blocked Persons List or equivalent list relating to Sanctions or who is otherwise a subject of Sanctions, or any person or entity who is owned or controlled by, or (to the best of the Issuer's knowledge) acting on behalf or at the direction of any such person or entity; or (iii) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions;
- (v) the Issuer will not directly or indirectly use the proceeds of any offering of the Covered Bonds hereunder, or lend, contribute or otherwise make available all or any part of such proceeds (i) to any subsidiary, joint venture partner or other person or

entity, to fund or finance the activities of, or activities with any person or entity in any country or territory, that at the time of such funding or financing is, or whose government is, the subject of any Sanctions (or any person or entity who is owned or controlled by, or (to the best of the Issuer's knowledge) acting on behalf or at the direction of any such person); or (ii) to a person or entity identified on a list established under section 83.05 of the Criminal Code (Canada) or in any orders or regulations promulgated under the United Nations Act (Canada), the Special Economic Measures Act (Canada) or the Freezing Assets of Corrupt Foreign Officials Act (Canada); or (iii) in any other manner that would result in the Issuer or subsidiary, joint venture partner or any person or entity, being in breach of any Sanctions; and

- (w) none of the Issuer or any of its subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or controlled affiliate of the Issuer or any of its subsidiaries has violated, or is in violation of, any provision of the Corruption of Foreign Public Officials Act (Canada), the United Kingdom Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), or any applicable similar law or regulation of any other jurisdiction (together the "**Anti-Corruption Legislation**"), including, without limitation, (i) making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorisation of the payment of any money, or other property, gift, promise to give, or authorisation of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA), any foreign political party or official thereof or any candidate for foreign political office, or (ii) making, authorising, promising to make, authorising the giving of, accepting, requesting or agreeing to receive a bribe or other unlawful payment prohibited under the Anti-Corruption Legislation, in either case, if it would have a material adverse effect on the offer of Covered Bonds as contemplated by this Agreement; and the Issuer and its subsidiaries and controlled affiliates maintain at all times adequate systems, controls and procedures reasonably designed to comply with the Anti-Corruption Legislation;

provided always that each of the above representations, warranties and agreements shall be qualified by, and to the extent of, any information specifically disclosed in writing for the purpose of such qualification to, and acknowledged in writing for such purpose by, the Relevant Dealers or, as the case may be, the Dealers and the Arrangers before the relevant date on which the above representations, warranties and agreements are given. None of the representations, warranties and undertakings given in subclause (u) and subclause (v) shall be made to any Dealer incorporated in or organised under the laws of the Federal Republic of Germany to the extent that they would result in a violation of or conflict with the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*; "*AWV*"), council regulation (EC) No 2271/96 (*EU blocking regulation*) or any similar applicable anti-boycott law or regulation, as amended from time to time.

- 3.02** The following representations and warranties are made by the Guarantor to the Dealers and the Arrangers on the date hereof and shall be deemed to be repeated on each date on which the Prospectus is amended, supplemented, updated and/or replaced, on each date upon which the Authorized Amount is increased and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed, on the date on which the Relevant Agreement is made, at the Time of Sale, on the Issue Date of

such Tranche and on each intervening date, in each case, with reference to the facts and circumstances then subsisting:

- (a) the Guarantor is a limited partnership duly established and validly existing under the *Limited Partnerships Act* (Ontario), with full power and authority to conduct its business as described in the relevant Offering Document, and is lawfully qualified in all material respects to do business in those jurisdictions in which business is conducted by it;
- (b) this Agreement, the Covered Bond Guarantee, the Agency Agreement and the other Transaction Documents to which the Guarantor is a party have been duly authorized, executed and delivered by the Guarantor and constitute valid and legally binding obligations of the Guarantor and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Relevant Agreement in respect of such Covered Bonds constitutes valid and legally binding obligations of the Guarantor, assuming the due authorization, execution and delivery and enforceability of such documents in accordance with their respective terms by the counterparties thereto;
- (c) all actions or things required to be taken, fulfilled or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) by the Guarantor for or in connection with the execution and delivery of this Agreement, the Covered Bond Guarantee and the Agency Agreement and in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, and the entering into and, where relevant, execution and delivery of the Relevant Agreement and the performance by the Guarantor of the obligations expressed to be undertaken by it herein and therein and the distribution of the Offering Document and (in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed) the relevant Final Terms in accordance with the provisions set out in Schedule 1 hereto, either have been obtained and are in full force and effect or will, on the relevant Issue Date, have been obtained and will, on such Issue Date, be in full force and effect;
- (d) the execution and delivery of this Agreement, the Covered Bond Guarantee, the Agency Agreement and the other Transaction Documents to which the Guarantor is a party and the carrying out of the other transactions herein and therein contemplated and compliance with their terms do not and will not (i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, its constituting documents or (ii) infringe any material existing applicable law, rule, regulation, judgment, order or decree of any government, governmental body or court, domestic or foreign, having jurisdiction over it;
- (e) (i) the relevant Offering Document contains all information with respect to the Guarantor and the Covered Bond Guarantee that is material in the context of the issue and offering of the Covered Bonds (including all information required by applicable laws and the information that, according to the particular nature of the Guarantor and the Covered Bonds, is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Guarantor and of the rights attaching to the Covered Bonds), (ii) the statements contained in it relating to the Guarantor are in every material particular true and accurate and not misleading,

- (iii) the opinions and intentions expressed in it with regard to the Guarantor are honestly held and are based on reasonable assumptions, (iv) there are no other facts in relation to the Guarantor or the Covered Bond Guarantee, the omission of which would, in the context of the issue and offering of the Covered Bonds, make any statement in the relevant Offering Document misleading in any material respect and (v) the relevant Offering Document otherwise complies with, and has been published as required by the Prospectus Directive, as applicable;
- (f) there are no actions, suits or proceedings against or affecting the Guarantor or any of its subsidiaries or properties that, if determined adversely to the Guarantor, would individually or in the aggregate have a material adverse effect on the financial condition or profitability of the Guarantor or on the ability of the Guarantor to perform its obligations under the Transaction Documents or the Covered Bonds, or that are otherwise material in the context of the issue of the Covered Bonds and no such actions, suits or proceedings are pending, threatened or contemplated;
- (g) to the best of its knowledge, no event has occurred or circumstance arisen that might (whether or not with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement) constitute, a Guarantor Event of Default (as defined in the Terms and Conditions);
- (h) neither the Guarantor nor any of its respective “affiliates” (as defined in Rule 405 under the Securities Act), nor any persons acting on its behalf (which, for the avoidance of doubt, shall not include any Dealer), have engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Covered Bonds and each of them has complied or will comply with the offering restriction requirement of Regulation S (to the extent applicable) and has implemented or will implement the necessary offering restrictions in connection therewith (to the extent applicable);
- (i) the Guarantor is not, and as a result of the offer and sale of the Covered Bonds contemplated herein, will not be, an “investment company” under, and as such term is defined in, the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”), and, although other statutory or regulatory exemptions under the Investment Company Act may be available, it is relying on the exemption from the definition of “investment company” set forth in Section 3(c)(5)(C) under the Investment Company Act. Considering the Guarantor’s reliance on such exemption, the current factual circumstances relating to the Guarantor as of the date hereof, as well as Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the final regulations issued on December 10, 2013 by the Federal Reserve Board, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Commodities Futures Trading Commission and the Securities Exchange Commission (commonly referred to as the Volcker Rule) as in effect as of the date hereof, the Guarantor does not meet the definition of “covered fund” as of the date hereof;
- (j) the Guarantor has not engaged in any activities since its establishment other than (i) those incidental to a limited partnership under the *Limited Partnerships Act* (Ontario); (ii) the authorisation and execution of the Transaction Documents to which it is a party; (iii) the activities referred to or contemplated in the Transaction Documents or in the Offering Document; (iv) the activities necessary to hold the

Covered Bond Portfolio and its other assets in accordance with the terms of the Transaction Documents;

- (k) other than as set out in any of the Transaction Documents, there exists no mortgage, lien, pledge or other charge or security interest on or over its assets;
- (l) the Partners of the Guarantor include the Managing GP, the Liquidation GP, the Limited Partner and such other limited partner or general partner who may be admitted as a Partner of the Guarantor from time to time in accordance with the Guarantor Agreement;
- (m) the sole business of the Guarantor is to provide services to the Issuer in respect of the Programme as established by the Guarantor Agreement and the other Transaction Documents, including the performance of its obligations thereunder and all things incidental and ancillary thereto; and
- (n) subject to the laws of bankruptcy and other laws affecting the rights of creditors generally, its obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party will be secured in the manner provided in the Security Agreement,

provided always that each of the above representations, warranties and agreements shall be qualified by, and to the extent of, any information disclosed in writing for the purpose of such qualification to, and acknowledged in writing for such purpose by, the Relevant Dealers or, as the case may be, the Dealers and the Arrangers before the relevant date on which the above representations, warranties and agreements are given.

**3.03** CIBC and the Guarantor jointly and severally undertake and agree with the Dealers and each of them that they shall:

- (a) indemnify each Dealer and each of its officers, directors or employees and each person by whom it is controlled for the purposes of the Securities Act (each, an **"Indemnified Person"**) against any claim, demand, action, proceeding, liability, damages, loss, charge, cost or expense including, without limitation, legal fees or such other reasonable costs, charges or expenses paid or incurred in disputing or defending any of the foregoing, and any applicable value added tax which any of them may incur or which may be made against them or any of them as a result of, or arising out of, or in relation to, (i) any inaccuracy or alleged inaccuracy of any of the representations and warranties made by CIBC and/or the Guarantor herein or in any Relevant Agreement or otherwise made by CIBC or the Guarantor, as the case may be in respect of any Tranche; or (ii) any breach or alleged breach of any of the agreements or undertakings given by CIBC and/or the Guarantor herein or in any Relevant Agreement or otherwise made by the Issuer, any Seller or the Guarantor, as the case may be in respect of any Tranche including, without limitation, its obligations under subclause 2.02(c) hereof;
- (b) promptly notify the Relevant Dealer of any change affecting any of its representations, warranties, agreements, undertakings and indemnities in this Agreement at any time and take such steps as may be reasonably requested by the Relevant Dealer to remedy and/or publicise the same;



- (c) for so long as any Covered Bonds issued by the Issuer are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, ensure that the Issuer (provided it has Covered Bonds outstanding which are “restricted securities”), will, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such Covered Bonds or to any prospective purchaser of such Covered Bonds designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act;
- (d) for so long as Registered Covered Bonds or, with respect to the Guarantor, the Covered Bond Guarantee, respectively, remain outstanding and are “restricted securities” (as defined in Rule 144(a)(3) under the Securities Act), during any period in which they are neither subject to Sections 13 or 15(d) of the Exchange Act nor exempt from reporting requirements pursuant to Rule 12g3-2(b) under the Exchange Act, make available to any holder of, or beneficial owner of an interest in, Registered Covered Bonds in connection with any resale thereof and to any prospective purchaser designed by such holder or beneficial owner, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act;
- (e) ensure that none of their affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on behalf of any of them (other than any Dealer), will engage in any “directed selling efforts” (as defined in Regulation S under the Securities Act) with respect to the Covered Bonds;
- (f) ensure that none of their affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on behalf of any of them (other than any Dealer), will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Covered Bonds;
- (g) deliver, register and furnish such documents, instruments, information and undertakings to, and obtain any consent from, any relevant agency, authority, central bank, department, government, minister, official, public or statutory corporation, self-regulating organization or stock exchange as may be necessary or advisable from time to time to comply with all relevant laws and directives that are relevant to any Covered Bonds, this Agreement, any Relevant Agreement, the Agency Agreement and any other Transaction Document to which either of them is a party, and hereby authorize the Arrangers or any one of them (or, in relation to a specific issue of Covered Bonds, the Relevant Dealer) so to deliver, register and furnish such documents, instruments, information and undertakings and obtain such consents;
- (h) furnish to each of the Arrangers in each case upon request and in such numbers as may from time to time reasonably be requested by each Arranger: (i) copies of each document lodged by or on behalf of CIBC or the Guarantor, as the case may be, in relation to the Programme or any Covered Bonds with any stock exchange on which Covered Bonds shall then be listed and admitted to trading or other relevant authority; (ii) copies of the most recently prepared financial statements of CIBC,

whether annual or interim and whether audited or unaudited, that are available to the public as soon as they are available; and (iii) such other information about CIBC and the Guarantor, respectively, as may be reasonably be requested by each Arranger;

- (i) notify the Arrangers immediately in writing if any of the persons named in the certificates of incumbency referred to in item 4 of Schedule 2 of this Agreement shall cease to be authorized to take action on behalf of the Issuer or the Guarantor, as the case may be, or if any additional person shall be so authorized and, unless and until notified of any such change, each of the Dealers and the Arrangers shall be entitled to rely upon the certificates delivered to them most recently and all instructions given in accordance with such certificates shall be binding on the Issuer or the Guarantor, as the case may be;
- (j) promptly notify each Arranger of any downgrading or withdrawal of, or the placing on “creditwatch” (with negative implications) (or other similar publication of formal review by the relevant rating organization) of, the rating of the Issuer’s debt securities by any statistical rating organization generally recognized by banks, securities houses and investors in the euro-markets, as soon as either of them learns of such downgrading or withdrawal, or placement on a “creditwatch”;
- (k) at the same time as it is dispatched, furnish each Dealer with a copy of the notice of any meeting of the holders of Covered Bonds of any Series which is called to consider any matter that is material in the context of the Programme generally and allow each Dealer and its advisers to attend and speak at any such meeting;
- (l) update or amend the relevant Offering Document (following consultation with the Arrangers on behalf of the Dealers or, in the case of an amendment affecting a specific issue of Covered Bonds only, the Relevant Dealer) by the publication of a supplement thereto or a revised version thereof in the light of any (i) requirement of the relevant Stock Exchange(s), (ii) change to the condition of the Issuer which is material in the context of any Series or Tranche of Covered Bonds, and (iii) significant new factor, material mistake or inaccuracy relating to the information incidental to the Prospectus which is capable of affecting the assessment of any Series or Tranche of Covered Bonds, and, unless otherwise agreed with the Arrangers, on or before the first issue of Covered Bonds after each anniversary of the listing of the Programme. If, at any time after the relevant Offering Document is approved and before admission to trading on a Regulated Market or any other Stock Exchange, there arises or is noted a significant new factor, material mistake or inaccuracy relating to the information in the relevant Offering Document, which is capable of affecting the assessment by investors of the Covered Bonds, CIBC or the Guarantor, as the case may be, shall promptly give to the Arrangers (or, in the case of a change affecting a specific issue of Covered Bonds, the Relevant Dealer) full information about the change or matter and shall promptly prepare a supplemental Offering Document as may be required and approved by the UK Listing Authority (after the Arrangers on behalf of the Dealers or the Relevant Dealer or Dealers, as the case may be, have (or has) had a reasonable opportunity to comment thereon) and shall otherwise comply with Section 87A of FSMA, if applicable, and the Listing Rules in that regard and shall supply to the Relevant Dealer or Dealers, as the case may be, such number of copies of the supplemental Offering Document as such Dealer or Relevant Dealer may reasonably request. CIBC shall promptly publish

such supplemental Offering Document once approved in accordance with Article 14 of the Prospectus Directive and Section 87G of FSMA, and, prior to admission to trading of Covered Bonds on a Regulated Market, request that the UK Listing Authority issue a certificate of approval under Article 18 of the Prospectus Directive in respect of such supplements to the relevant Offering Document and notify them to the competent authority in the host Member State along with the supplement. CIBC and the Guarantor undertake that in the period from and including an Agreement Date to and including the related Issue Date of the new Covered Bonds, they will only prepare and publish a supplement to, or revised version of, the relevant Offering Document if they are required, or have reasonable grounds to believe that they are required, to do so in order to comply with Section 87G of FSMA and in such circumstances such supplement to, or revised version of, the relevant Offering Document shall for the purpose of Section 87G(7) of FSMA and subclause 2.03(b), be deemed to have been prepared and published so as to comply with the requirements of Section 87G of FSMA and the disclosure contained therein shall be deemed to be material in the context of the issuing and offering of the Covered Bonds;

- (m) save to the extent expressly contemplated in the Transaction Documents, in the case of the Issuer, it shall promptly notify each Dealer of any amendment to or termination of the Transaction Documents concerning the Programme materially adversely affecting the interests of any Dealer or any holder of any outstanding Covered Bonds;
- (n) procure that there is delivered to the Arrangers, the Dealers and the Bond Trustee (i) legal opinions of McCarthy Tétrault LLP and, if Covered Bonds are offered under Rule 144A or otherwise in the United States, U.S. legal advisors to the Issuer and the Guarantor acceptable to the Arrangers and the Relevant Dealers acting reasonably, and (ii) a comfort letter from the Auditors, on or before the first issue of Covered Bonds after each anniversary of the listing of the Programme and as may reasonably be requested by the Arrangers and the Dealers following publication of a supplement to or revised version of any relevant Offering Document;
- (o) in relation to any Covered Bonds agreed by the Issuer and the Relevant Dealer to be listed and admitted to trading on any Stock Exchange(s), use all reasonable efforts to procure the admission of the relevant Covered Bonds to listing and trading on such Stock Exchange(s) and to maintain the same until none of the Covered Bonds of the relevant Series is outstanding provided that, if it should be impracticable or unduly burdensome to maintain any such listing, the Issuer shall use all reasonable efforts to procure and maintain as aforesaid a listing or a quotation for the relevant Covered Bonds on such other Stock Exchange(s) as it and the Relevant Dealer(s) may reasonably agree and, for greater certainty, the Issuer and the Dealers agree that if any future law, rule of any securities exchange or any European Union directive imposes requirements (including new corporate governance requirements) on the Issuer or the Guarantor or any of their respective affiliates that either of them in good faith determines are impractical or unduly burdensome in order to maintain the continued listing of any Covered Bonds, the Issuer may terminate the listing of the relevant Covered Bonds on such regulated market and shall use all reasonable efforts to procure and maintain a listing or a quotation for the relevant Covered Bonds on any major Stock Exchange(s) as it may consider appropriate. However, if such alternative listing is not available or is, in the

opinion of the Issuer, impractical or unduly burdensome, an alternative listing for such Covered Bonds may not be obtained; and

- (p) in the event that a New Seller accedes to the Mortgage Sale Agreement, ensure that such New Seller shall contemporaneously accede to this Agreement with such modifications as reasonably agreed between the parties hereto.

**3.04** If any action, proceeding, claim or demand shall be brought or asserted against any Dealer (or other Indemnified Person or any person by whom it is controlled for the purposes of the Securities Act) in respect of which indemnity may be sought from CIBC as contemplated in subclause 3.03(a), such Dealer (or other Indemnified Person) shall promptly notify the Issuer in writing thereof.

**3.05** CIBC and the Guarantor shall have the option of assuming the defence of any action, proceeding, claim or demand and retaining lawyers reasonably satisfactory to such Dealer (or other Indemnified Person) in each relevant jurisdiction, if more than one, and the Issuer or the Guarantor, as the case may be, shall be liable to pay the fees and expenses, including legal fees, related to such action or proceeding. Notwithstanding the foregoing, an Indemnified Person may employ separate legal advisors, and CIBC and the Guarantor shall not be enabled to assume such defence and shall bear the fees and expenses of such legal action if:

- (a) CIBC or the Guarantor, as the case may be, and such Dealer shall have mutually agreed to the retention of such lawyers; or
- (b) the Dealer (or other Indemnified Person) has been advised in writing by legal counsel of international reputation (and such opinion has been disclosed to the Issuer and the Guarantor) that representation of all Indemnified Persons by the same legal counsel would be inappropriate due to actual or potential differing interests among them, including that such Indemnified Persons have defences additional to or different from CIBC and the Guarantor; or
- (c) CIBC or the Guarantor, as the case may be, has, pursuant to this Clause 3.05, elected to assume the defence itself but has failed to retain lawyers within 60 days (of such assumption) in any relevant jurisdiction pursuant to the previous sentence or having assumed such defence has not diligently pursued same.

It is understood that CIBC or the Guarantor, as the case may be, shall reimburse such fees and/or expenses as are incurred in respect of (a), (b) and (c). CIBC or the Guarantor, as the case may be, shall not be liable for any settlement of any such action or proceeding effected without its written consent (provided that such consent shall not be unreasonably withheld or delayed), but if settled with such consent (or without such consent in circumstances where such consent shall have been unreasonably withheld or delayed as aforesaid) or if there is a final judgement for the plaintiff, CIBC or the Guarantor, as applicable, agrees to indemnify the Dealer (or other Indemnified Person) from and against any loss or liability by reason of such settlement or judgement. CIBC or the Guarantor, as the case may be, will not settle any action or proceeding relating to this Agreement or any other Relevant Agreement without the written consent of such Dealer (or other Indemnified Person) provided that such consent shall not be unreasonably withheld or delayed. The Dealer (or other Indemnified Person) will not settle any action or proceeding without the written consent of CIBC or the Guarantor, as the case may be, provided that such consent shall not be unreasonably withheld or delayed.

**3.06** The rights and remedies conferred upon any Dealer (or other Indemnified Person) under this Section 3 shall continue in full force and effect notwithstanding the completion of the arrangements set out herein for the issue, sale and purchase of the relevant Covered Bonds and regardless of any investigation made by such Dealer (or other Indemnified Person).

**3.07** For the purposes of subclause 3.01(k):

- (a) the CAD equivalent of Covered Bonds denominated in a currency other than CAD shall be determined as of the Agreement Date for such Covered Bonds on the basis of the spot rate for the sale of CAD against the purchase of the relevant currency in the London foreign exchange market quoted by the Issuing and Paying Agent on such Agreement Date; and
- (b) the CAD equivalent of Zero Coupon Covered Bonds and other Covered Bonds issued at a discount or premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the particular issue.

#### **Section 4. Undertakings by the Dealers**

**4.01** Each Dealer (in the case of (a), party to the Relevant Agreement in question) undertakes to the Issuer that it will be bound by and comply with the provisions set out in Schedule 1 hereto:

- (a) as the same may be supplemented or modified by agreement of the Issuer and the Relevant Dealer in relation to any Tranche of Covered Bonds; and
- (b) save to the extent that any of such provisions relating to any specific jurisdiction shall, as a result of change(s) after the date hereof in, or in official interpretation of, applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealer contained in the paragraph headed "General".

**4.02** The Issuing and Paying Agent has, in the Agency Agreement, agreed to act as Calculation Agent in respect of each Series of Covered Bonds unless the Dealer (or one of the Dealers) through whom such Covered Bonds are issued has agreed with the Issuer to act as Calculation Agent (or the Issuer otherwise agrees to appoint another institution to act as Calculation Agent) in respect of such Covered Bonds.

In relation to any Series of Covered Bonds in respect of which the Issuer and the Relevant Dealer have agreed that such Dealer shall act as Calculation Agent and such Dealer is named as such in the relevant Final Terms:

- (a) the Issuer appoints such Dealer acting through its office specified for the purposes of Section 7 as Calculation Agent in respect of such Series of Covered Bonds for the purposes specified in the Agency Agreement (and with the benefit of the provisions thereof) and in the Terms and Conditions; and
- (b) such Dealer accepts such appointment and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Terms and Conditions and the provisions relating to the Calculation Agent contained in the Agency Agreement.

- 4.03** CIBC and the Guarantor hereby irrevocably authorize each of the Dealers, on behalf of CIBC and the Guarantor, to provide copies of, and make oral statements consistent with, the relevant Offering Document and any other documents entered into in relation to the Programme and such additional written information as CIBC shall provide to the Dealers or approve for the Dealers to use or such other information prepared by CIBC to actual and potential purchasers of Covered Bonds. Each of the Dealers agrees to keep confidential the various documents and all information clearly labelled "Confidential" which from time to time have been or will be disclosed to it concerning the Guarantor or CIBC or any of their affiliates, and agrees not to disclose any portion of the same to any person; provided that each Dealer will be permitted to disclose such information that (a) is public knowledge otherwise than as a result of the wrongful conduct of any Dealer, (b) such Dealer is required to disclose pursuant to the laws of the Province of Ontario, the federal laws of Canada applicable therein or any other relevant laws or the order of any court of the Province of Ontario or any other competent court, or pursuant to any direction, request or requirement of any governmental or other regulatory authority or taxation authority, or any Stock Exchange on which securities issued by the Issuer are listed, (c) information which was available to such Dealer on a non-confidential basis prior to its disclosure by the Guarantor or CIBC, (d) information which becomes available to such Dealer from a source not known by such Dealer to be under a legal or fiduciary duty of confidentiality, (e) such Dealer discloses to its professional advisers who receive the same under a duty of confidentiality in substantially the same terms as this Clause 4.03, or (f) as authorized in writing by the Guarantor or CIBC or any of their affiliates. Nothing herein shall prevent any Dealer from providing either oral or written information to actual or potential purchasers of Covered Bonds on its own behalf.
- 4.04** The obligations of the Dealers under this Section 4 are several. Except as expressly provided herein or in the Relevant Agreement, none of the Dealers will have any responsibility or liability to any other Dealer, the Issuer, the Guarantor, the Seller, any Holder or any Relevant Account Holder (and CIBC and the Guarantor hereby expressly acknowledge that such is the case) for the adequacy, accuracy or completeness of any representation, warranty, statement or information in the Offering Document, this Agreement, any Relevant Agreement or any notice or other document delivered under this Agreement or any Relevant Agreement except for any statement made about such Dealer or provided by a Dealer for inclusion in such Offering Document.
- 4.05** Each of the Dealers agrees that the Arrangers have only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Programme and have no responsibility to it for (a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Offering Document, this Agreement and any relevant Subscription Agreement or any information provided in connection with the Programme or (b) the nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Programme or any Series or Tranche of Covered Bonds, save that the Arrangers shall have only those duties, obligations and responsibilities expressly specified in this Agreement and any relevant Subscription Agreement unless otherwise agreed between the parties hereto.

## **Section 5. Regulation S Covered Bonds: Determination of End of Distribution Compliance Period**

- 5.01** In the case of a Tranche of Regulation S Covered Bonds in respect of which there is only one Dealer, such Dealer will determine the end of the Distribution Compliance Period in respect of such Tranche as being the fortieth day following the date certified by such Dealer

as being the date as of which distribution of the Covered Bonds of that Tranche was completed.

- 5.02** In the case of a Tranche of Regulation S Covered Bonds in respect of which there is more than one Dealer but which is not subscribed on a syndicated basis, the Relevant Dealer will determine the end of the Distribution Compliance Period in respect of such Tranche as being the fortieth day following the latest of the dates certified by all the applicable Dealers to the Relevant Dealer as being the respective dates as of which distribution of the Covered Bonds of that Tranche purchased by each such Dealer was completed.
- 5.03** In the case of a Tranche of Regulation S Covered Bonds subscribed pursuant to a Subscription Agreement, the Lead Manager specified therein will determine the end of the Distribution Compliance Period in respect of such Tranche as being the fortieth day following the date certified by the Lead Manager as being the date as of which distribution of the Covered Bonds of that Tranche was completed.
- 5.04** Immediately after it determines the end of the Distribution Compliance Period in respect of any Tranche of Regulation S Covered Bonds, the Relevant Dealer (in the case of an issue of Covered Bonds not subscribed pursuant to a Subscription Agreement) or the Lead Manager (in the case of an issue of Covered Bonds subscribed pursuant to a Subscription Agreement) shall notify such determination to the Issuing and Paying Agent, the Issuer, the Guarantor, the Bond Trustee, the Registrar (if applicable), Euroclear, Clearstream, Luxembourg, CDS and/or DTC, as the case may be.

## **Section 6. Costs and Expenses**

- 6.01** Unless otherwise specifically agreed with a Relevant Dealer in connection with a specific Tranche, the Issuer and the Guarantor are responsible for payment of the proper costs, charges and expenses (and any applicable value added tax):
- (a) of any legal, accountancy and other professional advisers instructed by the Issuer in connection with the establishment and maintenance of the Programme, the preparation of the Prospectus and the Disclosure Documents, or the issue and sale of any Covered Bonds or the compliance by the Issuer or the Guarantor with their obligations hereunder or under any Relevant Agreement including, without limitation, the provision of legal opinions and Auditors' Letters as and when required by the terms of this Agreement or any Relevant Agreement;
  - (b) of any legal and other professional advisers instructed by the Dealers in connection with the establishment and maintenance of the Programme, provided that the Issuer and the Guarantor collectively shall only be responsible for an aggregate amount as previously agreed between the Arrangers, the Issuer and the Guarantor (or such other amount as may be agreed between the Arrangers, the Issuer and the Guarantor), plus any applicable value added taxes, in connection with such proper costs, charges and expenses for the initial establishment of the Programme and shall only be responsible for such reasonable amount as may be agreed between the Relevant Dealer(s), the Issuer and the Guarantor, plus any applicable value added taxes, in connection with such proper costs, charges and expenses for each Tranche;

- (c) incurred in connection with the preparation and delivery of this Agreement, the Agency Agreement and any other Transaction Documents or documents connected with the Programme or any Covered Bonds;
- (d) of and incidental to the setting, proofing, printing and delivery of the Prospectus, any Final Terms and any Covered Bonds (whether in global or definitive bearer form or in registered form) including inspection and authentication;
- (e) incurred at any time in connection with the application for any Covered Bonds to be listed and admitted to trading on any stock exchange(s) and the maintenance of any such listing(s); and
- (f) of any advertising agreed upon between the Issuer, the Guarantor and the Relevant Dealer.

**6.02** Unless otherwise specifically agreed with a Relevant Dealer in connection with a specific Tranche and save in the circumstances described in Condition 8.01(a) to (h), the Issuer shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the establishment and maintenance of the Programme, the issue, sale or delivery of Covered Bonds and the entry into, execution and delivery of this Agreement, the Agency Agreement, each Relevant Agreement, each other Transaction Document and Final Terms and shall, to the extent permitted by law, indemnify each Dealer against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur or which may be made against it as a result or arising out of or in relation to any failure to pay or delay in paying any of the same.

## **Section 7. Notices and Communications**

**7.01** All notices and communications hereunder or under any Relevant Agreement shall be made in writing (by letter or fax) and shall be sent to the addressee at the address or fax number specified against its name in Schedule 5 to this Agreement (or, in the case of a Dealer not originally party hereto, specified by notice to the Issuer and the other Dealers at or about the time of its appointment as a Dealer) and for the attention of the person or department therein specified (or as aforesaid) or, in any case, to such other address or fax number and for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

**7.02** Whenever a notice or other communication shall be given as aforesaid by fax it shall be deemed received (subject to the transmission report showing that the fax has been sent) on the day of despatch provided that if the time of despatch is after 4.00 p.m. (local time of the recipient) on any day which is a business day in the place of the recipient, it shall be deemed to have been received on the next business day in the place of the recipient and whenever a notice or other communication is sent by post as aforesaid it shall be deemed received three days (in the case of inland post) or seven days (in the case of cross border post) after being posted in a properly prepaid envelope and whenever a notice or other communication is delivered by hand, it shall be deemed received upon actual delivery.

## **Section 8. Changes in Dealers**

**8.01** The Issuer may without the consent of any third parties:



- (a) by 30 days' notice in writing to any Dealer, terminate this Agreement in relation to such Dealer but without prejudice to any rights or obligations accrued or incurred on or before the effective date of termination and in particular without prejudice to (i) the rights of such terminated Dealer and each of its officers, directors or employees and each person by whom it is controlled for the purposes of the Securities Act to be indemnified pursuant to paragraph (a) of Clause 3.03 with respect only to those matters that occurred or were in existence while such terminated Dealer was a Dealer pursuant to this Agreement and which rights to indemnity shall terminate on the date that is two years after the effective date of termination; and (ii) the validity of any Relevant Agreement; and/or
- (b) nominate any reputable institution as a new Dealer hereunder either generally in respect of the Programme or only in relation to a particular Tranche, in which event, upon the confirmation by such institution of a letter in the terms or substantially in the terms set out in Schedule 3 or pursuant to an agreement in or substantially in the form of Part I or Part II of Schedule 7, as applicable, or on any other terms acceptable to the Issuer and such institution, such institution shall, subject to the limitations set out below, become a party hereto with all the authority, rights, powers, duties and obligations of a Dealer hereunder; provided that an institution which has become a Dealer in relation to a particular Tranche only shall have the benefit of the undertaking contained in paragraph (i) of Clause 3.03 only if such Dealer requests the benefit of such undertaking, in which case the Dealer shall have the benefit of such undertaking to the extent so requested, and shall have the benefit of the undertakings contained in subclauses (h), (j) and (n) of Clause 3.03 and the benefit of Section 9 only up to and including the Issue Date of the relevant Tranche of Covered Bonds.

**8.02** Any Dealer may, by 30 days' written notice to the Issuer, resign as a Dealer under this Agreement but without prejudice to any rights or obligations accrued or incurred on or before the effective date of resignation and in particular the validity of any Relevant Agreement.

**8.03** The Issuer will notify existing Dealers appointed generally in respect of the Programme, the Arrangers, the Bond Trustee and the Issuing and Paying Agent of any change in the identity of other Dealers appointed generally in respect of the Programme as soon as reasonably practicable thereafter.

## **Section 9. Increase in Authorized Amount**

**9.01** The Issuer and the Guarantor may, from time to time, by giving 10 days' notice by letter in substantially the form set out in Schedule 4 to each of the Dealers (with a copy to the other Paying Agents and the Registrars), increase the Authorized Amount.

**9.02** Notwithstanding the provisions of Clause 9.01 above, no increase shall be effective unless and until (i) each of the Dealers shall have received in form, number and substance satisfactory to each such Dealer, the documents and confirmations described in Schedule 2 to this Agreement (with such changes as may be relevant having regard to the circumstances at the time of the proposed increase) and such further documents and confirmations as may be requested by the Dealers including, without limitation, Auditors' Letters and a supplemental Prospectus as required by the UK Listing Authority or other relevant Stock Exchange and (ii) the Issuer and the Guarantor shall have complied with all

legal and regulatory requirements necessary for the issuance of, and performance of obligations under, Covered Bonds up to such new Authorized Amount and upon such increase taking effect, all references in this Agreement to the Authorized Amount being in a certain principal amount shall be to the increased principal amount.

## **Section 10. Assignment**

**10.01** This Agreement shall be binding upon and shall inure for the benefit of the Issuer, the Guarantor and the Dealers and their respective successors and permitted assigns. For greater certainty, any New Company established as a substitute issuer pursuant to the Trust Deed shall be bound by and enjoy the benefit of this Agreement.

**10.02** Neither the Issuer nor the Guarantor may assign its rights or transfer its obligations under this Agreement, in whole or in part, and any purported assignment or transfer shall be void. No Dealer may assign any of its rights or delegate or transfer any of its obligations under this Agreement or any Relevant Agreement, in whole or in part, without the prior written consent of the Issuer and the Guarantor and any purported assignment or transfer without such consent shall be void. Upon the date when such merger, consolidation, conversion or transfer and assumption becomes effective and to the extent permitted by applicable law, and without further formality such Dealer shall be relieved of, and fully discharged from, all obligations hereunder and any Relevant Agreement, whether such obligations arose before or after such transfer and assumption.

## **Section 11. Contractual Recognition of Bail-In**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any other party hereto, each counterparty to a BRRD Party under this Agreement acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any BRRD Party to it under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
  - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
  - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on it of such shares, securities or obligations;
  - (iii) the cancellation of the BRRD Liability;
  - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

- (b) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

## **Section 12. Law and Jurisdiction**

This Agreement and each Relevant Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and 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 13. Currency Indemnity**

If, under any applicable law and whether pursuant to a judgment being made or registered against the Issuer or in the liquidation, insolvency or analogous process of the Issuer or for any other reason, any payment under or in connection with this Agreement is made or falls to be satisfied in a currency (the “**other currency**”) other than that in which the relevant payment is expressed to be due (the “**required currency**”), then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for any Dealer to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of liquidation, insolvency or analogous process of the Issuer, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by any Dealer falls short of the amount due under the terms of this Agreement, the Issuer and the Guarantor shall, as a separate and independent obligation, indemnify and hold harmless such Dealer against the amount of such shortfall. For the purpose of this Section “**rate of exchange**” means the rate at which the Relevant Dealer is able on the relevant date to purchase the required currency with the other currency and shall take into account any premium and the reasonable costs of exchange.

## **Section 14. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Any party may enter into this Agreement by signing such counterpart.

## **Section 15. Non-Petition**

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

## **Section 16. Limitation of Liability**

The Guarantor is a limited partnership formed under the *Limited Partnerships Act* (Ontario), a limited partner of which is, except as expressly required by law, only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed or agreed to contribute to its capital.

**Section 17. Amendment and Waiver**

Any amendments to this Agreement will be made only with the prior written consent of each party to this Agreement. No waiver of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorized by) each of the parties. Each proposed amendment or waiver of this Agreement that is considered by the Guarantor to be a material amendment or waiver shall be subject to Rating Agency Confirmation and the Guarantor (or the Cash Manager on its behalf) shall deliver notice to the Rating Agencies of any amendment or waiver which does not require Rating Agency Confirmation provided that failure to deliver such notice shall not constitute a breach of the obligations of the Guarantor under this Agreement. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

**IN WITNESS** whereof this Agreement has been entered into as of the day and year first above written.

**SIGNATURES**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

By: \_\_\_\_\_  
Name: "Wojtek Niebrzydowski"  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: "Wojtek Niebrzydowski"  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*The Dealers*

**RBS SECURITIES INC.**

By: \_\_\_\_\_ "Rene Mijne"

**CIBC WORLD MARKETS PLC**

By: \_\_\_\_\_ "Howard Redgwell"

**COMMERZBANK AKTIENGESELLSCHAFT**

By: \_\_\_\_\_ "Gerhardt Hauser"

**HSBC FRANCE**

By: \_\_\_\_\_ "Stuart King"

**MERRILL LYNCH INTERNATIONAL**

By: \_\_\_\_\_ "Dinali Dunuwille"

**J.P. MORGAN SECURITIES PLC**

By: \_\_\_\_\_ "George Oommen"

*The Arrangers*

**HSBC BANK PLC**

By:                     "Stuart King"                    

**CIBC WORLD MARKETS PLC**

By:                     "Howard Redgwell"

## SCHEDULE 1

### Selling and Transfer Restrictions

#### Canada:

Each Dealer acknowledges and agrees that Covered Bonds have not been, and will not be, qualified for sale under the securities laws of any province or territory of Canada.

Each Dealer represents and agrees that it has not offered, sold, distributed or delivered, and that it will not offer, sell, distribute or deliver, any Covered Bonds, directly or indirectly, in Canada or to, or for the benefit of any resident thereof in contravention of the securities laws of any province or territory of Canada.

If the applicable Final Terms provide that Covered Bonds may be offered, sold, or distributed in Canada, the issue of the Covered Bonds will be subject to such additional selling restrictions as the Issuer and the Relevant Dealer may agree, as specified in the applicable Final Terms. Each Dealer represents and agrees that it has offered, sold, or distributed, and that it will offer, sell and distribute such Covered Bonds only in compliance with such additional Canadian selling restrictions.

Each Dealer agrees not to distribute or deliver the Prospectus or any other offering material relating to the Covered Bonds, in Canada in contravention of the securities laws of any province or territory of Canada.

#### United States of America:

##### *Transfer Restrictions*

Each purchaser of Registered Covered Bonds (other than a person purchasing an interest in a Registered Global Covered Bond with a view to holding it in the form of an interest in the same Global Covered Bond) or person wishing to transfer an interest from one Registered Global Covered Bond to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either: (a) it is a QIB, purchasing (or holding) the Covered Bonds for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A, (b) it is an Institutional Accredited Investor which has delivered an IAI Investment Letter (as defined below) or (c) it is outside the United States and is not a U.S. person;
- (b) that the Covered Bonds are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act or any applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth in this section and in compliance with applicable U.S. securities laws;
- (c) it agrees that neither the Issuer nor the Guarantor has any obligation to register the Covered Bonds or the Covered Bond Guarantee under the Securities Act;



- (d) that, unless it holds an interest in a Regulation S Global Covered Bond and is a person located outside the United States and is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Covered Bonds or any beneficial interests in the Covered Bonds, it will do so, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Covered Bonds, only (a) to the Issuer or any affiliate thereof, (b) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (c) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (d) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;
- (e) it will, and will require each subsequent holder to, notify any purchaser of the Covered Bonds from it of the resale restrictions referred to in paragraph (d) above, if then applicable;
- (f) that Covered Bonds initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Covered Bonds, that Covered Bonds offered in the United States to Institutional Accredited Investors will be in the form of Definitive IAI Registered Covered Bonds and that Covered Bonds offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Covered Bonds;
- (g) that either (A) it is not and for so long as it holds a Covered Bond (or any interest therein) will not be (i) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) a “plan” as defined in and subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), (iii) an entity whose underlying assets include the assets of any such employee benefit plan subject to ERISA or other plan subject to Section 4975 the Code, or (iv) a governmental, church, non-U.S. or other employee benefit plan which is subject to any non-U.S. or U.S. federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, or (B) an administrative or statutory exemption applies to its purchase and holding of the Covered Bonds and its acquisition, holding and disposition of the Covered Bonds will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of such a governmental, church, non-U.S. or other employee benefit plan, its acquisition, holding and disposition of the Covered Bonds will not result in a violation of any such substantially similar non U.S. or U.S. federal, state or local law;
- (h) that the Covered Bonds, other than the Regulation S Global Covered Bonds, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR

BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT (1) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS OR (2) IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) (AN "INSTITUTIONAL ACCREDITED INVESTOR"); (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE "AGENCY AGREEMENT") AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES, OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

BY ITS ACQUISITION AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST HEREIN), THE PURCHASER OR TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR ANY INTEREST HEREIN)

WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER EMPLOYEE BENEFIT PLAN WHICH IS SUBJECT TO ANY NON-U.S. OR U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR (B) AN ADMINISTRATIVE OR STATUTORY EXEMPTION APPLIES TO ITS PURCHASE AND HOLDING OF THIS COVERED BOND AND ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER EMPLOYEE BENEFIT PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND WILL NOT RESULT IN A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR NON-U.S. OR U.S. FEDERAL, STATE OR LOCAL LAW.

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISION OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A";

- (i) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Covered Bonds prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the Relevant Dealer, in the case of a non-syndicated issue, or the relevant Lead Manager, in the case of a syndicated issue), it will do so only (a)(i) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (ii) to a QIB in compliance with Rule 144A and (b) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Covered Bonds will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE "AGENCY AGREEMENT") AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE COVERED BONDS OF THE TRANCHE OF WHICH THIS COVERED

BOND FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

BY ITS ACQUISITION AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST HEREIN), THE PURCHASER OR TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER EMPLOYEE BENEFIT PLAN WHICH IS SUBJECT TO ANY NON-U.S. OR U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (B) AN ADMINISTRATIVE OR STATUTORY EXEMPTION APPLIES TO ITS PURCHASE AND HOLDING OF THIS COVERED BOND AND ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER EMPLOYEE BENEFIT PLAN, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS COVERED BOND WILL NOT RESULT IN A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR NON-U.S. OR U.S. FEDERAL, STATE OR LOCAL LAW."; and

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

Institutional Accredited Investors who purchase Registered Covered Bonds in definitive form offered and sold in the United States in reliance on an exemption from registration under the Securities Act are required to execute and deliver to the Registrar an IAI Investment Letter. Upon execution and delivery of an IAI Investment Letter by an Institutional Accredited Investor, Covered Bonds will be issued in definitive registered form (see "*Form of the Covered Bonds*"). The IAI Investment Letter will state, among other things, the following:

- (a) that the Institutional Accredited Investor has received a copy of the Prospectus and such other information as it deems necessary in order to make its investment decision;

- (b) that the Institutional Accredited Investor understands that the Covered Bonds are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Covered Bonds have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and that any subsequent transfer of the Covered Bonds is subject to certain restrictions and conditions set forth in the Prospectus and the Covered Bonds (including those set out above) and that it agrees to be bound by, and not to resell, pledge or otherwise transfer the Covered Bonds except in compliance with, such restrictions and conditions and the Securities Act;
- (c) that, in the normal course of its business, the Institutional Accredited Investor invests in or purchases securities similar to the Covered Bonds;
- (d) that the Institutional Accredited Investor is an institution that is an accredited investor within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Covered Bonds, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time;
- (e) that the Institutional Accredited Investor is acquiring the Covered Bonds purchased by it for its own account or for one or more accounts (each of which is an Institutional Accredited Investor) as to each of which it exercises sole investment discretion and not with a view to any distribution of the Covered Bonds, subject, nevertheless, to the understanding that the disposition of its property will at all times be and remain within its control; and
- (f) that, in the event that the Institutional Accredited Investor purchases Covered Bonds, it will acquire Covered Bonds having at least the minimum purchase price set forth in the applicable Final Terms.

No sales of Legended Covered Bonds in the United States to any one purchaser will be for less than the minimum purchase price set forth in the applicable Final Terms in respect of the relevant Legended Covered Bonds (which minimum amount may vary for Institutional Accredited Investors). If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least an amount equal to the applicable minimum purchase price set forth in the applicable Final Terms in respect of the relevant Legended Covered Bonds.

Dealers may arrange for the resale of Covered Bonds to QIBs pursuant to Rule 144A. The minimum aggregate principal amount of Covered Bonds which may be purchased by a QIB pursuant to Rule 144A is specified in the applicable Final Terms (or the approximate equivalent in another Specified Currency).

### ***Selling Restrictions***

Regulation S, Category 2, TEFRA D Rules apply, unless TEFRA C Rules are specified as applicable in the applicable Final Terms or unless TEFRA Rules are not applicable. Sales to QIBs in reliance upon Rule 144A under the Securities Act or sales to Institutional Accredited Investors who agree to purchase for their own account and not with a view to distribution will be permitted if so specified in the applicable Final Terms.

Each Dealer acknowledges and agrees that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or its territories or possessions or to or for the account or benefit of U.S. persons as defined in Regulation S and the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder. Bearer Covered Bonds (other than Temporary Global Covered Bonds) and any Coupon appertaining thereto where TEFRA D is specified in the Final Terms will bear a legend substantially to the following effect:

“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”

In connection with any Covered Bonds which are offered or sold outside the United States in offshore transactions in reliance on Regulation S (“**Regulation S Covered Bonds**”), each Dealer represents and agrees, that it will not offer, sell or deliver such Regulations S Covered Bonds (i) as part of its distribution at any time or (ii) otherwise until 40 days after completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the Relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer further agrees that it will send to each dealer to which it sells any Regulation S Covered Bonds during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Covered Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of Covered Bonds comprising any Tranche, any offer or sale of Covered Bonds within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the Securities Act.

### **Prohibition of Sales to EEA Retail Investors**

From 1 January 2018, unless the Final Terms in respect of the Covered Bonds specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available, any Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For purposes of this provision:

- a) the expression “retail investor” means a person who is one (or more) of the following:
  - i. a retail investor as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”);

- ii. a customer within the meaning of Directive 2002/92/EC (as amended, the “**IMD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
- iii. not a qualified investor as defined in the Prospectus Directive.

Prior to 1 January 2018 and from that date if the Final Terms in respect of any Covered Bonds specified the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer represents, warrants and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the applicable Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Covered Bonds to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Relevant Dealer(s) nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or a supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer**” in relation to any Covered Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in each Relevant Member State.

**Selling Restrictions addressing additional United Kingdom Securities Laws:**

Each Dealer represents, warrants and agrees that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Guarantor or, in the case of the Issuer, would not, if the Issuer was not an authorized person, apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

**Hong Kong:**

Each Dealer represents and agrees that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Covered Bonds other than (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**Securities and Futures Ordinance**”) and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Covered Bonds which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Covered Bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

**France:**

Each Dealer represents and agrees that it has not offered or sold and will not offer or sell, directly or indirectly, Covered Bonds to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the relevant Final Terms or any other offering material relating to the Covered Bonds, and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1, and D.411-4 of the French Code monétaire et financier.

**Italy:**

Each Dealer represents and agrees that the offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, the Covered Bonds may not be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (“**Regulation No. 11971**”), or



- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

In addition, each Dealer represents and agrees that any offer, sale or delivery of the Covered Bonds or distribution of copies of the Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (a) or (b) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”); and
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

#### **Japan:**

Each Dealer understands, acknowledges and agrees that the Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**FIEA**”) and each Dealer represents and agrees that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

#### **Singapore:**

Each Dealer acknowledges that the Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore and the Covered Bonds will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the “Singapore Securities and Futures Act”). Accordingly, the Covered Bonds may not be offered or sold or made the subject of an invitation for subscription or purchase nor may the Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Covered Bonds be circulated or distributed, whether directly or indirectly, to any person in Singapore other than: (a) to an institutional investor pursuant to Section 274 of the Singapore Securities and Futures Act; (b) to a relevant person under Section 275(1) of the Singapore Securities and Futures Act or to any person pursuant to Section 275(1A) of the Singapore Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Singapore Securities and Futures Act; or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Singapore Securities and Futures Act.

Each Dealer acknowledges and agrees that where the Covered Bonds are subscribed or purchased under Section 275 of the Singapore Securities and Futures Act by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the Singapore Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the Singapore Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Covered Bonds pursuant to an offer under Section 275 of the Singapore Securities and Futures Act except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the Singapore Securities and Futures Act, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Singapore Securities and Futures Act; or
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law; or
- (iv) pursuant to Section 276(7) of the Singapore Securities and Futures Act or Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations.

#### **N Covered Bonds:**

Each Dealer represents and agrees that it has only offered or sold and will only offer or sell N Covered Bonds in Germany in compliance with all applicable legislation and regulation in Germany governing the offering and the sale of N Covered Bonds, in particular:

- (c) only in compliance with the provisions of the German Capital Investments Act (*Vermögensanlagegesetz*), as amended from time to time; and
- (d) only to institutional investors (*institutionelle Investoren*) within the meaning of the note of the German Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*) on the deposit taking business of 4 August 2011 (*Merkblatt Hinweise zum Tatbestand des Einlagengeschäfts*), as amended from time to time, and not in any other way which may result in a licence requirement of the Issuer under the German Banking Act (*Kreditwesengesetz – KWG*).

#### **General:**

Each Dealer agrees that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes the Prospectus, any other offering material or any Final Terms, and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to

which it is subject or in which it makes such purchases, offers, sales or delivery and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

Other than the approval by the UKLA of the Prospectus as a base prospectus for purposes of Article 5.4 of the Prospectus Directive, each Dealer acknowledges that no action has been or will be taken in any country or jurisdiction by the Issuer, the Guarantor, the Dealers or the Bond Trustee that would permit a public offering of any of the Covered Bonds, or possession or distribution of the Prospectus or any other offering material or any Final Terms, in such country or jurisdiction where action for that purpose is required.

The parties hereto agree that selling restrictions may be modified by the agreement of the Issuer, the Guarantor, the Arrangers and the Dealers following a change in a relevant law, regulation or directive or in respect of any Series or Tranche. Any such modification may be set out in the applicable Final Terms issued in respect of the issue of Covered Bonds to which it relates. With regard to each Series, the relevant Dealer will be required to comply with such other restrictions as the Issuer, the Guarantor and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

## SCHEDULE 2

### Conditions Precedent

1. **Legal Opinions:** Canadian and English law legal opinions from McCarthy Tétrault LLP, Canadian and English legal advisors to the Issuer and the Guarantor (and, if the Covered Bonds are offered under Rule 144A or otherwise in the United States, such opinions or other documents as agreed between the parties from U.S. legal advisors to the Issuer and the Guarantor) and, if requested by the Arrangers, Osler, Hoskin & Harcourt LLP, Mayer Brown International LLP, and/or Mayer Brown LLP, legal advisors to the Dealers.
2. **Internal Authorizations of the Issuer and the Guarantor:** certified copies of constitutive documents of the Issuer and the Guarantor and internal authorizations (if any) of the Issuer and the Guarantor authorizing (i) the issue of the Covered Bonds, as applicable, (ii) any increase in the Programme, as applicable, and (iii) the execution of the Transaction Documents to which it is a party.
3. **Auditors' Letter:** a letter, in such form as the Dealers may reasonably request, from Ernst & Young LLP (as the auditors of CIBC).
4. **Certificate of Incumbency:** a certificate from each of the Issuer and the Guarantor certifying the names, titles and specimen signatures of the persons authorized on behalf of each of such parties and where applicable:
  - (a) to execute the Transaction Documents to which it is a party or the Covered Bonds (as appropriate);
  - (b) to authorize issues of Covered Bonds and sign or give or deliver all notices and other documents to be delivered in connection with the Transaction Documents; and
  - (c) to take any other action in relation to the Transaction Documents.
5. **Solvency Certificates:** a certificate from each of the Issuer and the Guarantor as to its solvency.
6. **Transaction Documents and Base Prospectus:** copies of the Transaction Documents duly executed by the parties thereto and of the Base Prospectus and confirmation that the executed copies of each Transaction Document have been delivered, in the case of the Trust Deed, to the Bond Trustee and in the case of the Agency Agreement, to the Bond Trustee and the Issuing and Paying Agent.
7. **Approval and Listing:** a copy of the confirmation from the UK Listing Authority that the Base Prospectus has been approved as a base prospectus for the purposes of the Prospectus Directive and confirmation that the UK Listing Authority will list on the Official List and that the London Stock Exchange will admit to trading on the Market any Covered Bonds to be issued under the Programme (including any increase in the Programme, as applicable).
8. **Publication:** confirmation from the Issuer that the Prospectus has been published as required by the Prospectus Directive.

9. **Global Covered Bonds:** confirmation that master temporary and permanent global Covered Bonds and global registered Covered Bonds, duly executed by the Issuer, have been delivered to the Issuing and Paying Agent.
10. **Process Agent:** confirmation that the agent appointed to receive service of process on behalf of the Issuer in the United States of America and/or England, as applicable, has accepted its appointment.
11. **ISIN, Common Code and CUSIP:** an ISIN, Common Code and CUSIP (as applicable) relating to the Covered Bonds of the Issuer.
12. **Clearing System:** confirmation that the Covered Bonds have been accepted by DTC, CDS, Euroclear, Clearstream, Luxembourg or any alternative clearing system (as appropriate) for clearing and settlement in its or their systems, as appropriate.
13. **Ratings:** confirmation from the Issuer of the rating for the Programme obtained from Moody's Investors Service, Inc., Fitch Ratings, Inc. and DBRS Limited to the extent any such rating agency is then rating the Covered Bonds or any other rating agency as shall have issued at the request of the Issuer a rating in connection with any Covered Bonds.
14. **Issuer ICSD / Effectuation Agreements:** confirmation of the execution and delivery by the Issuer of the programme effectuation authorization in or substantially in the form required by each of Euroclear and Clearstream, Luxembourg, the execution and delivery of an Issuer-ICSD Agreement in or substantially in the form required by each Euroclear and Clearstream, Luxembourg and the making by the Issuing and Paying Agent of a Common Safekeeper election in accordance with the requirements of Euroclear and Clearstream, Luxembourg.
15. **External Authorizations of the Issuer and the Guarantor:** external authorizations (if any) of the Issuer and the Guarantor authorizing (i) the issue of the Covered Bonds, (ii) any increase in the Programme, as applicable, and (iii) the execution of the Transaction Documents to which it is a party.
16. **Registered Issuer and Registered Programme:** evidence that the Issuer is registered as a registered issuer and the Programme is registered in the Registry.

## SCHEDULE 3

### Dealer Accession Letter

[Date]

[New Dealer]  
[Address]

Dear Sirs,

**Canadian Imperial Bank of Commerce  
Programme for the Issuance of Covered Bonds  
unconditionally and irrevocably guaranteed as to payments by  
CIBC Covered Bond (Legislative) Guarantor Limited Partnership  
(a limited partnership formed under the laws of Ontario)**

We refer to the second amended and restated dealership agreement dated June 20, 2017 and entered into in respect of the above Programme for the Issuance of Covered Bonds (such agreement, as modified, amended or restated from time to time, the “**Dealership Agreement**”) between ourselves and the Dealers from time to time party thereto, and have pleasure in inviting you to become a Dealer upon the terms of the Dealership Agreement [but only in respect of [specify Tranche of Covered Bonds]]\*, a copy of which has been supplied to you by us. You have been supplied with a copy of the Prospectus and the legal opinions referred to in item 1 of Schedule 2 to the Dealership Agreement, together with copies of such other documents listed in Schedule 2 as you have requested. [We are enclosing copies of the Auditors’ Letter [together with letters from such Auditors addressed to you and giving you the full benefit of the Auditors’ Letter].]\*\* Please return to us a copy of this letter signed by an authorized signatory whereupon you will become a Dealer for the purposes of the Dealership Agreement with [, subject as hereinafter provided,]\* all the authority, rights, powers, duties and obligations of a Dealer under the Dealership Agreement [except that you shall not have the benefit of the undertaking contained in subclause (i) of Clause 3.03 and shall have the benefit of the undertakings contained in subclauses (h) and (j) of Clause 3.03 and the benefit of Section 9 only up to and including the Issue Date of [describe the relevant Tranche of Covered Bonds]]\*.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

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\* Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche.

\*\* Applies only where incoming Dealer is being appointed a Dealer in relation to the Programme generally, the Dealer has requested the benefit of an existing Auditors’ Letter and arrangements acceptable to the Dealer and the Auditors have been made for the Dealer to obtain the benefit of such Auditors’ Letter.

Yours faithfully,  
**Canadian Imperial Bank of Commerce**

By:

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

By:

**CONFIRMATION**

We hereby accept the appointment as a Dealer and accept all the duties and obligations under, and terms and conditions of, the Dealership Agreement upon the terms of this letter [but only in respect of [specify Tranche of Covered Bonds]]<sup>\*</sup>

We confirm that we are in receipt of all the documents [(other than those which have been waived by agreement between us)] referred to in the second sentence of your letter and have found them to be satisfactory [and waived the production of the documents referred to in subclause (i) of Clause 3.03 of the Dealership Agreement]<sup>\*\*</sup>.

For the purposes of the Dealership Agreement our communications details are as set out below.

**[NEW DEALER]**

By:

Date:

Address: [ ]

Telex: [ ]

Facsimile: [ ]

Attention: [ ]

[ ]

By:

<sup>\*\*\*</sup>[Copies to:

- (i) all existing Dealers who have been appointed in respect of the Programme generally; and

<sup>\*</sup> Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche.

<sup>\*\*</sup> Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche. To be modified if incoming Dealer requests the benefit of the undertaking in paragraph (i) of Clause 3.03.

<sup>\*\*\*</sup> Applies only where the incoming Dealer is being appointed in respect of the Programme generally.

- (ii) the existing Issuing and Paying Agent.]



## SCHEDULE 4

### Notice of Increase of Authorized Amount

To: [list all current Dealers appointed in respect of the Programme generally, Paying Agents and Registrars]

Dear Sirs,

**Canadian Imperial Bank of Commerce  
Programme for the Issuance of Covered Bonds  
unconditionally and irrevocably guaranteed as to payments by  
CIBC Covered Bond (Legislative) Guarantor Limited Partnership  
(a limited partnership formed under the laws of Ontario)**

We refer to the second amended and restated dealership agreement dated June 20, 2017 and entered into in respect of the above Programme for the Issuance of Covered Bonds (such agreement, as modified or amended from time to time, the “**Dealership Agreement**”), between ourselves and the Dealers from time to time party thereto). Terms used in the Dealership Agreement shall have the same meaning in this letter.

Pursuant to Clause 9.01 of the Dealership Agreement, we hereby notify you that the Authorized Amount of the Programme shall be increased from [ ] to [ ] with effect from [date] or such later date upon which the requirements of Clause 9.02 of the Dealership Agreement shall be fulfilled, subject always to the provisions of Clause 9.02 of the Dealership Agreement.

From the date upon which the increase in the Authorized Amount becomes effective, all references in the Dealership Agreement to the Programme and the Authorized Amount being in a certain principal amount shall be to the increased principal amount as specified herein.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

Yours faithfully,

**Canadian Imperial Bank of Commerce**

By:

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

By:

## SCHEDULE 5

### Notice Details

#### *The Issuer*

##### **Canadian Imperial Bank of Commerce**

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

Tel.: +1 416 956-6748  
Fax: +1 416 594-7192  
Attention: Treasury

#### *The Guarantor*

##### **CIBC Covered Bond (Legislative) Guarantor Limited Partnership c/o CIBC Covered Bond (Legislative) GP Inc.**

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

Tel.: +1 416 956-6748  
Fax: +1 416 594-7192  
Attention: Treasury

#### *The Dealers*

##### **CIBC World Markets plc**

150 Cheapside  
London EC2V 6ET

Tel: +44 20 7234 7100  
Fax: +44 20 7234 6083  
Attention: Syndication

##### **Commerzbank Aktiengesellschaft**

Kaiserstrasse 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Germany

Tel: +49 69 136 89546  
Fax: +49 69 136 85719  
Attention: Group Legal Debt Securities

##### **HSBC France**

c/o HSBC Bank plc

8 Canada Square  
London E14 5HQ

Tel: +44 20 7991 8888  
Fax: +44 20 7992 4973  
Attention: Transaction Management Group

**J.P. Morgan Securities plc**  
25 Bank Street, Canary Wharf  
London, E14 5JP  
England

Tel: +44 (0) 207 779 3469  
Fax: +44 (0) 207 067 8128  
Attention: Euro Medium Term Note Desk

**Merrill Lynch International**  
2 King Edward Street  
London EC1A 1HQ

Tel: +44 20 7995 3995  
Fax: +44 20 7995 0048  
Attention: EMTN Trading and Distribution

**RBS Securities Inc.**  
600 Washington Blvd.  
Stamford, CT 06901

Fax: +1 203 873 4534  
Attention: Debt Capital Markets Syndicate

*The Arrangers*

**HSBC Bank plc**  
8 Canada Square  
London E14 5HQ

Tel: +44 20 7991 8888  
Fax: +44 20 7992 4973  
Attention: Transaction Management Group

**CIBC World Markets plc**  
150 Cheapside  
London EC2V 6ET

Tel: +44 20 7234 7100  
Fax: +44 20 7234 6083  
Attention: Syndication

**SCHEDULE 6**

**Pro Forma Final Terms**

Part I

– See Attached –

## PRO FORMA FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under this Base Prospectus.

Final Terms dated [       ]



CANADIAN IMPERIAL BANK OF COMMERCE

*(a Canadian chartered bank)*

Issue of [Aggregate Principal Amount of Tranche] [Title of Covered Bonds]  
under the

CAD 20,000,000,000

Global Covered Bond Programme  
unconditionally and irrevocably guaranteed as to payments by  
CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP  
*(a limited partnership formed under the laws of Ontario)*

A13, 4.1  
Cat. C  
A13, 4.2(i)  
Cat. B

### [Notice Regarding Offers in the EEA

The Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive 2003/71/EC, as amended including by Directive 2010/73/EU (the "Prospectus Directive", which term includes any relevant implementing measures in a relevant Member State which has implemented the Prospectus Directive, (each a "Relevant Member State")) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in any Relevant Member State of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorized, nor do they authorize, the making of any offer of Covered Bonds in any other circumstances.]

### [PROHIBITION OF SALES TO EEA RETAIL INVESTORS.

The Covered Bonds are not intended[, from 1 January 2018,] to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU ("MiFID II"); (ii) a customer within the meaning of Directive 2002/92/EC ("IMD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in [the Prospectus Directive/Directive 2003/71/EC, as amended including by Directive 2010/73/EU (the "Prospectus Directive")]. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

THE COVERED BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC") NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF

THESE FINAL TERMS. THE COVERED BONDS ARE NOT INSURED OR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF.

THE COVERED BONDS DESCRIBED IN THESE FINAL TERMS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, THE COVERED BONDS MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS [EXCEPT THAT THE COVERED BONDS MAY BE OFFERED OR SOLD TO [QUALIFIED INSTITUTIONAL BUYERS IN RELIANCE UPON RULE 144A UNDER THE SECURITIES ACT] [AND] [INSTITUTIONAL ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501 (a)(1), (2), (3) or (7) UNDER THE SECURITIES ACT]].

The Guarantor is not now, and immediately following the issuance of the Covered Bonds pursuant to the Trust Deed will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, commonly known as the “Volcker Rule.” In reaching this conclusion, although other statutory or regulatory exemptions under the U.S. Investment Company Act of 1940, as amended, and under the Volcker Rule and its related regulations may be available, the Guarantor has relied on the exemption from registration set forth in Section 3(c)(5)(C) of the U.S. Investment Company Act of 1940, as amended. See “Certain Volcker Rule Considerations” in the Prospectus dated 20 June 2017.

### PART A—CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Prospectus dated 20 June 2017 [and the supplemental Prospectus[es] dated [ ]] (which [together] constitute[s] [a base prospectus (the “Prospectus”) for the purposes of Directive 2003/71/EC, as amended, including by Directive 2010/73/EU and includes any relevant implementing measures in a Relevant Member State (the “Prospectus Directive”). This document constitutes the Final Terms of the Covered Bonds described herein [for the purposes of Article 5.4 of the Prospectus Directive as implemented in the United Kingdom] and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus [and the supplemental Prospectus[es]]], together with these Final Terms and all documents incorporated by reference therein, [is] [are] available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name Canadian Imperial Bank of Commerce and the headline “Publication of Prospectus” and copies may be obtained from the specified offices of the Issuer and the Issuing and Paying Agent, as set out at the end of this Prospectus.

- |    |                                                        |                                                                                                                                                                                                                                                                                                                                                      |                              |
|----|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 1. | (i) Issuer:                                            | Canadian Imperial Bank of Commerce                                                                                                                                                                                                                                                                                                                   |                              |
|    | (ii) Branch:                                           | [Head office of the Bank in Toronto] [London branch]<br>[Hong Kong branch] [Singapore branch]                                                                                                                                                                                                                                                        |                              |
|    | (iii) Guarantor:                                       | CIBC Covered Bond (Legislative) Guarantor Limited Partnership                                                                                                                                                                                                                                                                                        |                              |
| 2. | (i) [Series Number:]                                   | [ ]                                                                                                                                                                                                                                                                                                                                                  | A13, 4.2(i)<br>Cat. B<br>A21 |
|    | (ii) [Tranche Number:]                                 | [ ]                                                                                                                                                                                                                                                                                                                                                  |                              |
|    | (iii) Date on which the Covered Bonds become fungible: | [Not Applicable/The Covered Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with [ ] on [[ ]/[the Issue Date]/[exchange of the Temporary Global Covered Bond for interests in the Permanent Global Covered Bonds, as referred to in paragraph [ ] below], which is expected to occur on or about [ ]]. | A13, 4.2(i)<br>Cat. B        |

3. Specified Currency or Currencies: [ ] A13, 4.5  
Cat. C  
(Condition 1.10)
4. Aggregate Principal Amount: [ ] A13, 4.1  
Cat. C  
(i) [Series:] [ ]  
(ii) [Tranche:] [ ] A13, 4.12  
Cat. C
5. Issue Price: [ ]% of the Aggregate Principal Amount [plus accrued  
interest from [insert date] (if applicable)] PD REg 26.5
6. (i) Specified Denominations: [ ] A13, 4.2(i)  
Cat. B  
(Condition 1.08 or 1.09)  
(ii) Calculation Amount: [ ] A13, 4.8(ii)  
Cat. B
7. (i) Issue Date: [ ] A13, 4.13  
Cat. C  
(ii) Interest Commencement Date: [ ]/[Issue Date]/[Not Applicable] A13, 4.8(iii)  
Cat. C
8. (i) Final Maturity Date: [ ]/[Interest Payment Date falling in or nearest to [ ] A13, 4.9(i)  
Cat. C  
(ii) Extended Due for Payment Date of  
Guaranteed Amounts corresponding to  
the Final Redemption Amount under the  
Covered Bond Guarantee: [ ]/[Interest Payment Date falling in or nearest to [ ] A13, 4.9(ii)  
Cat. B
9. Interest Basis: [ ] per cent. Fixed Rate] A13, 4.8(ii)  
Cat. B  
[[ ] +/- [ ]  
per cent. Floating Rate]  
[Zero Coupon]  
(further particulars specified in item 15 below)
10. Redemption/Payment Basis: [Redemption at par] [Hard Bullet Covered Bond] [Instalment] A13, 4.9(ii)  
Cat. B
11. Change of Interest Basis: [If item 8(ii) applicable, Applicable – see item 9 above]/[Not  
Applicable] A13, 4.8(ii)  
Cat. B
12. Put/Call Options: [Investor Put] A13, 4.9(ii)  
Cat. B  
[Issuer Call]  
[Not Applicable]  
[(further particulars specified in items 17 and 18 below)]
13. [Date of [Board] approval for issuance of [ ] [and [ ], respectively]]/[Not Applicable]  
Covered Bonds obtained:

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable]
- (Condition 5.02)
- (i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/[ ]] in arrears on each Interest Payment Date [commencing [ ]] A13, 4.8(ii) Cat. C
- (ii) Interest Payment Date(s): [ ] in each year [adjusted in accordance with the Business Day Convention/not adjusted] up to and including the [Final Maturity Date] [Extended Due for Payment Date, if applicable] (provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly) A13, 4.8(iii)-(iv) Cat. C
- (iii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/ Modified Business Day Convention/ Preceding Business Day Convention/ FRN Convention/ Eurodollar Convention]/[Not Applicable]
- (iv) Fixed Coupon Amount[(s)]: [ ] per Calculation Amount/[Not Applicable] A13, 4.8(ii) Cat. B
- (v) Broken Amount(s) [ ] per Calculation Amount, payable on the Interest Payment Date falling [on/or] [ ]/[Not Applicable] A13, 4.8(ii) Cat. B
- (vi) Day Count Fraction: [Actual/Actual *or* Actual/Actual (ISDA) Actual/365 (Sterling) Actual/365 (Fixed) Actual/360 30E/360 *or* Eurobond Basis 30/360 *or* 360/360 *or* Bond Basis 30E/360 (ISDA) Actual/Actual (ICMA) *or* Act/Act (ICMA)] A13, 4.8(ii) Cat. B
- (vii) Determination Dates: [[ ] in each year]/[Not Applicable] A13, 4.8(ii) Cat. B
15. Floating Rate Covered Bond Provisions: [Applicable/Not Applicable]
- (Condition 5.03)
- (i) Interest Period(s): [[ ] [subject to adjustment in accordance with the Business Day Convention specified in (iii) below] [not subject to any adjustment as the Business Day Convention specified in (iii) below is specified to be Not Applicable]]/[Not Applicable] A13, 4.8(ii) Cat. B
- (ii) Specified Interest Payment Dates: [[ ] [subject to adjustment in accordance with the Business Day Convention specified in (iii) below] [not subject to any adjustment as the Business Day Convention specified in (iii) below is specified to be Not Applicable] [(provided however that after the Extension Determination Date, the Specified Interest Payment Date shall be monthly)]]/[Not Applicable] A13, 4.8(iii)-(iv) Cat. C



(iii) Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/ Modified Business Day Convention/ Preceding Business Day Convention/ FRN Convention/ Eurodollar Convention]/[Not Applicable]	A13, 4.8(ii) Cat. B
(iv) Financial Centre(s):	[   ]	A13, 4.8(ii) Cat. B
(v) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]	A13, 4.8(vii) Cat. C
(vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Agent]):	[   ]	A13, 4.8(xi) Cat. C
(vii) Screen Rate Determination:		A13, 4.8(vii) Cat. C
– Reference Rate:	[LIBOR/EURIBOR]	A13, 4.8(vii) Cat. C
– Interest Determination Date(s)	[Second London Business Day prior to the start of each Interest Period] [first day of each Interest Period ][ the second day on which the TARGET2 System is open prior to the start of each Interest Period] [   ] [days prior to start of each Interest Period]	A13, 4.8(viii) Cat. B
– Relevant Screen Page	[Reuters LIBOR01/Reuters EURIBOR01]	A13, 4.8(vii) Cat. C
– Relevant Time:	[   ]	A13, 4.8(viii) Cat. B
– Reference Banks:	[   ]/[Not Applicable]	A13, 4.8(viii) Cat. B
(viii) ISDA Determination:	Issuer is [Fixed Rate/Fixed Amount/Floating Rate/Floating Amount] Payer	A13, 4.8(vii) Cat. C
– Floating Rate Option:	[   ]	
– Designated Maturity:	[   ]	
– Reset Date:	[   ]	
(ix) Margin(s):	[+/-][   ] per cent. per annum	A13, 4.8(viii) Cat. B
(x) Linear Interpolation (Condition 5.10)	[Not Applicable]/[Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]	
(xi) Minimum Interest Rate: (Condition 5.05)	[   ] per cent. per annum/[Not Applicable]	A13, 4.8(viii) Cat. B
(xii) Maximum Interest Rate: (Condition 5.05)	[   ] per cent. per annum/[Not Applicable]	A13, 4.8(viii) Cat. B
(xiii) Day Count Fraction:	[Actual/Actual <i>or</i> Actual/Actual (ISDA) Actual/365 (Sterling) Actual/365 (Fixed) Actual/360 30E/360 <i>or</i> Eurobond Basis]	A13, 4.8(viii) Cat. B

30/360 or 360/360 or Bond Basis  
30E/360 (ISDA)  
Actual/Actual (ICMA) or Act/Act (ICMA)]

16. Zero Coupon Covered Bond Provisions: [Applicable/Not Applicable] A13, 4.10  
(Condition 5.11) Cat. C
- (i) Amortization Yield: [ ] per cent. per annum] A13, 4.8(i)  
Cat. C
- (ii) Reference Price: [ ] A13, 4.8(ii)  
Cat. B

## PROVISIONS RELATING TO REDEMPTION

17. Call Option [Applicable/Not Applicable] A13, 4.9(ii)  
Cat. B
- (Condition 6.03)
- (i) Optional Redemption Date(s): [ ] A13, 4.9(ii)  
Cat. B
- (ii) Optional Redemption Amount(s) of each [ ] per Calculation Amount A13, 4.9(ii)  
Covered Bond and method, if any, of Cat. B  
calculation of such amount(s):
- (iii) Redeemable in part: [Applicable/Not Applicable] A13, 4.9(ii)  
Cat. B
- If redeemable in part:
- (a) Minimum Redemption Amount: [ ] per Calculation Amount/[Not Applicable]
- (b) Maximum Redemption Amount: [ ] per Calculation Amount/[Not Applicable]
- (iv) Notice Period [ ]
18. Put Option [Applicable/Not Applicable] A13, 4.9(ii)  
Cat. B
- (Condition 6.06)
- (i) Optional Redemption Date(s): [ ] A13, 4.9(ii)  
Cat. B
- (ii) Optional Redemption Amount(s) of each [ ] per Calculation Amount A13, 4.9(ii)  
Covered Bond and method, if any, of Cat. B  
calculation of such amount(s):
- (iii) Notice period [ ] A13, 4.9(ii)  
Cat. B
19. Final Redemption Amount of each Covered [ ] per Calculation Amount] A13, 4.9(ii)  
Bond Cat. B
20. Early Redemption Amount: A13, 4.9(ii)  
Cat. B
- Early Redemption Amount(s) payable on [ ] per Calculation Amount  
redemption for taxation reasons or illegality  
or upon acceleration following an Issuer  
Event of Default or Guarantor Event of

Default and/or the method of calculating the same:  
(Conditions 6.02, 6.13 or 7)

## GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

- |                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 21. Form of the Covered Bonds:                                                                                                                    | <p>[Bearer Covered Bonds:]</p> <p>[Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds only after an Exchange Event]</p> <p>[Temporary Global Covered Bond exchangeable for Bearer Definitive Covered Bonds [and/or Registered Definitive Covered Bonds] on [ ] days' notice]</p> <p>[Permanent Global Covered Bond exchangeable for Bearer Definitive Covered Bonds only after an Exchange Event]</p> <p>[Registered Covered Bonds:]</p> <p>[Regulation S Global Covered Bond (U.S.\$[ ] nominal amount) registered in the name of a nominee for [DTC/CDS/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)] and exchangeable on [ ] days' notice/at any time/only after an Exchange Event/Rule 144A Global Covered Bond (U.S.\$[ ] nominal amount) registered in the name of a nominee for [DTC/CDS/a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)] and exchangeable on [ ] days' notice/at any time/only after an Exchange Event /Definitive IAI Registered Covered Bonds (specify nominal amounts).]</p> | <p>A13, 4.4(i)<br/>Cat. A<br/>Article 22.1a</p> |
| 22. New Global Covered Bond:                                                                                                                      | [Yes] [No]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>A13, 4.4(i)<br/>Cat. A<br/>Article 22.1a</p> |
| 23. Financial Centre(s) or other special provisions relating to payment dates:                                                                    | [ ]/[Not Applicable]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>A13, 4.8(ii)<br/>Cat. B</p>                  |
| 24. Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature):<br>(Condition 1.06) | [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>A13, 4.8(ii)<br/>Cat. B</p>                  |
| 25. Details relating to Instalment Covered Bonds: amount of each instalment, date on which each payment is to be made:<br>(Condition 6.12)        | <p>(i) Instalment Amount(s): [Not Applicable]/[ ]</p> <p>(ii) Instalment Date(s): [Not Applicable] /[ ]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>A13, 4.8(iii)-(iv)<br/>Cat. C</p>            |



**THIRD PARTY INFORMATION**

[ ] has been extracted from [ ]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading.]/[Not Applicable]

A9, 13.2  
A11, 13.2  
A13, 7.4  
Cat. C

Signed on behalf of the Issuer:

Signed on behalf of the Managing GP for and on behalf of the Guarantor:

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

## PART B—OTHER INFORMATION

### 1. LISTING

- (i) Listing/Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the UKLA/Luxembourg Stock Exchange and to] trading on the [London Stock Exchange’s Market]/[Luxembourg Stock Exchange] with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the UKLA/Luxembourg Stock Exchange and to] trading on the [[London Stock Exchange’s Market]/[Luxembourg Stock Exchange] with effect from [ ].]
- (ii) Estimate of total expenses related to admission to trading: [ ]

A13, 5.1(i)  
Cat. B  
A13, 5.1(ii)  
Cat. C

A21

A13, 6.1  
Cat. C

### 2. RATINGS

The Covered Bonds to be issued have been rated:

Ratings: [Moody’s: Aaa]

[Fitch: AAA]

[DBRS: AAA]

A13, 7.5  
Cat. C

### 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[[Save as discussed in [“*Subscription and Sale*”], so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer.] [The [Managers/Dealers] and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer [and the Guarantor] and [its/their] affiliates.]/[Not Applicable]

A13, 3  
Cat. C

### 4. [FIXED RATE COVERED BONDS ONLY – YIELD

Indication of yield based on the Issue Price: [ ]

A13, 4.10  
Cat. C

### 5. DISTRIBUTION

- (i) US Selling Restrictions: [Regulation S compliance Category 2;] [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Rule 144A eligible/sales to Institutional Accredited Investors under the *Securities Act* permitted]
- (ii) Additional Selling Restrictions: [Not Applicable]/[The Covered Bonds may not be offered, sold or distributed, directly or indirectly, in Canada or to or for the benefit of, any resident in Canada]/[Covered Bonds may only be offered, sold or distributed by the Managers on such basis and in such provinces of Canada as, in each case, are agreed with the Issuer and in compliance with any applicable securities laws of Canada or any province, to the extent applicable]
- (iii) Prohibition of Sales to EEA Retail Investors [Applicable/Not Applicable]

6. **OPERATIONAL INFORMATION**

- (i) ISIN Code: [ ] A13, 4.2(ii)  
Cat. C
- (ii) Common Code: [ ] A13, 4.2(ii)  
Cat. C
- (iii) [insert here any other relevant codes [ ] A13, 4.2(ii)  
such as CUSIP and CINS codes)] Cat. C
- (iv) Any clearing system(s) other than [Not Applicable]/[ ] A13, 4.4(ii)  
Euroclear Bank S.A./N.V., Clearstream  
Banking Société Anonyme, DTC, or  
CDS their addresses and the relevant  
identification number(s): Cat. C
- (v) Delivery: Delivery [against/free of] payment
- (vi) Name(s) and address(es) of additional [ ] A13, 4.4(ii)  
or substitute Paying Agent(s) or  
Transfer Agent(s): Cat. C  
A13, 5.2  
Cat. C

7. **UNITED STATES TAX CONSIDERATIONS**

- [Not applicable]/[[*For Covered Bonds issued in compliance with Rule 144A:*][For U.S. federal income tax purposes, the Issuer intends to treat the Covered Bonds as [original issue discount Covered Bonds/fixed-rate debt/fixed-rate debt issued with original issue discount/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] per cent. compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/variable rate debt instruments/variable rate debt instruments issued with original issue discount/foreign currency Covered Bonds/foreign currency Covered Bonds issued with original issue discount/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] per cent. compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/short-term Covered Bonds.]] A13, 4.9(ii)  
Cat. B
- A13, 4.8(ii)  
Cat. B
- [*For a Qualified Reopening of Covered Bonds issued in compliance with Rule 144A:*][Qualified Reopening. The issuance of the Covered Bonds should be treated as a "qualified reopening" of the Covered Bonds issued on [●] within the meaning of the Treasury regulations governing original issue discount on debt instruments (the "OID Regulations"). Therefore, for purposes of the OID Regulations, the Covered Bonds issued in this offering should be treated as having the same issue date and the same issue price as the Covered Bonds issued on [●] and should [not] be considered to have been issued with original issue discount for U.S. federal income tax purposes.] A13, 4.9(ii)  
Cat. B

Part II

– See Attached –



# PRO FORMA FINAL TERMS FOR N COVERED BONDS

Final Terms dated [ ]



**CANADIAN IMPERIAL BANK OF COMMERCE**  
*(a Canadian chartered bank)*

Issue of Series [●] [Principal Amount] N Covered Bond  
under the

CAD 20,000,000,000

**Global Covered Bond Programme**  
**unconditionally and irrevocably guaranteed as to payments by**  
**CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP**  
*(a limited partnership formed under the laws of Ontario)*

THE N COVERED BOND DESCRIBED IN THESE FINAL TERMS HAS NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION (“CMHC”) NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF THESE FINAL TERMS. THE N COVERED BOND DESCRIBED IN THESE FINAL TERMS IS NOT INSURED OR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF.

THE N COVERED BOND DESCRIBED IN THESE FINAL TERMS HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

THE N COVERED BOND DESCRIBED IN THESE FINAL TERMS IS NOT A TRANSFERABLE SECURITY WITHIN THE MEANING OF ART. 2 (1) LIT. (A) OF THE PROSPECTUS DIRECTIVE 2003/71/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 4 NOVEMBER 2003, AS AMENDED, AND MAY ONLY BE OFFERED OR SOLD IN COMPLIANCE WITH ANY LEGISLATION WHICH IS APPLICABLE TO THE OFFERING AND SALE OF SUCH INSTRUMENTS WHERE THE OFFERING OR SALE TAKES PLACE. IN GERMANY, THE N COVERED BOND MAY IN PARTICULAR ONLY BE OFFERED OR SOLD IN ACCORDANCE WITH THE GERMAN CAPITAL INVESTMENTS ACT (*VERMÖGENSANLAGENGESETZ*).

## PART A – CONTRACTUAL TERMS

This document constitutes the Final Terms of the N Covered Bond described herein and must be read in conjunction with the Terms and Conditions attached to the Series [●] N Covered Bond (the Terms and Conditions so supplemented, the “**N Covered Bond Conditions**”).

Capitalized terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions. All references in these Final Terms to numbered Sections and Paragraphs are – unless stated otherwise – to sections and paragraphs of the Terms and Conditions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are indicated as not applicable, not completed or deleted shall be deemed to be deleted from the Terms and Conditions

Full information on the Issuer and the offer of the N Covered Bond is only available on the basis of the combination of these Final Terms, the Terms and Conditions and the Base Prospectus dated [●] [as

supplemented on [●][and[●]]. The Base Prospectus [and the supplement(s) to the Base Prospectus] [is] [are] available during normal business hours at the registered office of the Issuer and at the Specified Office of the Registrar and Paying Agent(s) where copies may be obtained.

1. (i) Issuer: Canadian Imperial Bank of Commerce  
Branch: [Head office of the Bank in Toronto] [London branch] [ branch]
- (ii) Guarantor: CIBC Covered Bond (Legislative) Guarantor Limited Partnership
2. Series Number: [ ]
3. Specified Currency: [ ]
4. Principal Amount of Series: [ ]
5. Issue Price: [ ]% of the Aggregate Principal Amount [plus accrued interest from [insert date] (if applicable)]
6. (i) Minimum Assignment Amount: [ ]  
*[Should be normally either €1,000,000 or €500,000 and, in order not to trigger a prospectus requirement under the German Capital Investment Act (Vermögensanlagengesetz) (though other exceptions might be applicable), should be at least €200,000.]*
- (ii) Calculation Amount: *[Should be equal to the minimum assignment amount .]*
7. (i) Issue Date: [ ]
- (ii) Interest Commencement Date: [Issue Date/Not Applicable]
8. (i) Maturity Date: [ ]
- (ii) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: [ ]
9. Interest Basis: [ ] per cent. Fixed Rate]  
[[ ] +/- [ ] per cent. Floating Rate]  
[Zero Coupon]  
(further particulars specified in item 15 below)
10. Redemption/Payment Basis: [Redemption at par] [Hard Bullet Covered Bond] [Instalment]
11. Change of Interest Basis: [If item 8(ii) applicable; Applicable – see item 9 above]/

- [Not Applicable]
12. Put/Call Options: [Investor Put]
- [Issuer Call]
- [(further particulars specified in items 17 and 18 below)]
13. (i) [Date [Board] approval for issuance of Covered Bonds obtained: [ ] [and [ ]], respectively]]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable]
- (Condition 5.02)
- (i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrears on each Interest Payment Date]
- (ii) Interest Payment Date(s): [ ] in each year [adjusted in accordance with the Business Day Convention /not adjusted] up to and including the [Final Maturity Date] [Extended Due for Payment Date, if applicable] (provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly)
- (iii) Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- (iv) Broken Amount(s) [ ] per Calculation Amount, payable on the Interest Payment Date falling [on/or] [ ]
- (v) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30E/360 or Eurobond Basis  
30/360 or 360/360 or Bond Basis  
30E/360 (ISDA)  
Actual/Actual (ICMA) or Act/Act (ICMA)]
- (vi) Determination Dates: [[ ] in each year]/[Not Applicable]
15. Floating Rate Covered Bond Provisions: [Applicable/Not Applicable]
- (Condition 5.03)
- (i) Interest Period(s): [ ]
- (ii) Specified Interest Payment Dates: [ ] (provided however that after the Extension Determination Date, the Specified Interest Payment Date shall be monthly)

- (iii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/ Modified Business Day Convention/ Preceding Business Day Convention/ FRN Convention/ Eurodollar Convention]
- (iv) Financial Centre(s): [ ]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Agent]): [ ]
- (vii) Screen Rate Determination:
- Reference Rate: [LIBOR/EURIBOR]
  - Interest Determination Date(s) [Second London Business Day prior to the start of each Interest Period] [first day of each Interest Period] [ the second day on which the TARGET2 System is open prior to the start of each Interest Period] [ ] [days prior to start of each Interest Period]
  - Relevant Screen Page [Reuters LIBOR01/Reuters EURIBOR01]
  - Relevant Time: [ ]
  - Reference Banks: [ ]
- (viii) ISDA Determination: Issuer is [Fixed Rate/Fixed Amount/Floating Rate/Floating Amount] Payer
- Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
- (ix) Margin(s): [+/-][ ] per cent. per annum
- (x) Minimum Interest Rate:
- (Condition 5.05) [ ] per cent. per annum]/[Not Applicable]
- (xi) Maximum Interest Rate:
- (Condition 5.05) [ ] per cent. per annum] /[Not Applicable]
- (xii) Day Count Fraction: Actual/Actual or Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30E/360 or Eurobond Basis  
30/360 or 360/360 or Bond Basis

30E/360 (ISDA)  
Actual/Actual (ICMA) or Act/Act (ICMA)]

16. Zero Coupon Covered Bond Provisions: [Applicable/Not Applicable]
- (i) Amortization Yield: [ ] per cent. per annum]
  - (ii) Reference Price: [ ]

**PROVISIONS RELATING TO REDEMPTION**

17. Call Option [Applicable/Not Applicable]

(Condition 6.03)

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
- (iii) If redeemable in part:
  - (a) Minimum Redemption Amount: [ ] per Calculation Amount
  - (b) Maximum Redemption Amount: [ ] per Calculation Amount
- (iv) Notice Period [ ]

18. Put Option [Applicable/Not Applicable]

(Condition 6.06)

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
- (iii) Notice period [ ]

19. Final Redemption Amount of each Covered Bond [ ] per Calculation Amount

20. Early Redemption Amount:

Early Redemption Amount(s) payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor Event of Default or other early redemption and/or the method of [ ] per Calculation Amount

calculating the same (if required or if different from that set out in the Conditions):

#### GENERAL PROVISIONS APPLICABLE TO THE N COVERED BOND

21. Form of the Covered Bond: N Covered Bond (*gedeckte Namensschuldverschreibung*)
- (i) Registrar: [*Name and address*]
- (ii) Paying Agent [*Name and address*]
- Method of payment of partial interest upon transfers during interest periods (Condition 9.02): [Eurobond Interest Upon Transfer(s)] OR [Partial Interest Upon Transfer(s)]
- (iii) Calculation Agent: [Not applicable][*Name and address*]
- (iv) Settlement Procedures: Delivery [against/free of] payment.  
[*usually "Delivery free of payment" for N Covered Bonds*]
22. Exclusion of set-off [The Issuer waives any right of set-off against the claims arising from the N Covered Bond as well as the exercise of any pledge, right of retention or other rights through which the claims of the Holder could be prejudiced:
- [(i)] [as long as and to the extent that such claims form part of the restricted assets (*gebundenes Vermögen*) within the meaning of § 54 of the German Act Concerning the Supervision of Insurance Companies (*Gesetz über die Beaufsichtigung der Versicherungsunternehmen - Versicherungsaufsichtsgesetz*) or the N Covered Bond is being held by a German professional pension fund (*Versorgungswerk*);]
- [(ii)] [as long as and to the extent that such claims belong to funds which serve as cover (*Deckungswerte*) for Pfandbriefe issued pursuant to the German Pfandbrief Act (*Pfandbriefgesetz*) or other domestic covered bonds legislation;]
- [(iii)] [*insert other circumstances if applicable*]
23. Financial Centre(s) or other special provisions relating to payment dates: [ ]/[Not Applicable]
24. Details relating to Instalment Covered Bonds: amount of each instalment ("Instalment Amounts"), date on which each payment is to be made Instalment Amount(s): [Not Applicable]/[ ]  
Instalment Date(s): [Not Applicable]/[ ]

**("Instalment Dates"):**

Signed on behalf of the Issuer:

Signed on behalf of the Managing GP for and on behalf of the Guarantor:

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

**PART B – OTHER INFORMATION**

NOTE: The following information is given for purposes of information of the Holder but does not form part of the N Covered Bond Conditions.

**RATINGS**

The Covered Bonds to be issued have been rated:

Ratings: [Moody's: Aaa]

[Fitch: AAA]

[DBRS: AAA]



## SCHEDULE 7

### Pro Forma Subscription Agreement

#### Part I

[Illustrative form of Subscription Agreement where an issue of Covered Bonds is syndicated among a group of institutions for a non-U.S. offering]

**CANADIAN IMPERIAL BANK OF COMMERCE**

- and -

**OTHERS**

---

#### **SUBSCRIPTION AGREEMENT**

in respect of

[insert principal amount]

[description of Series]

issued under the

CAD 20,000,000,000

Programme for the Issuance of Covered Bonds  
unconditionally and irrevocably guaranteed as to payments by  
**CIBC Covered Bond (Legislative) Guarantor Limited Partnership**  
(a limited partnership formed under the laws of Ontario)

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**THIS AGREEMENT** is made on [     ]

**BETWEEN:**

- (1) **Canadian Imperial Bank of Commerce** (the “**Issuer**”);
- (2) **CIBC Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”)
- (3) [                     ] as lead manager(s) (the “**Lead Manager(s)**”); and
- (4) [             ], [             ], and [             ] (together with the Lead Manager(s), (the “**Managers**”).

**WHEREAS**

- (A) The Issuer has established a programme for the issuance of Covered Bonds unconditionally and irrevocably guaranteed as to payments by the Guarantor in connection with which it entered into a second amended and restated dealership agreement dated June 20, 2017, (the “**Dealership Agreement**”, which expression shall include any amendments or supplements thereto or restatements thereof prior to the date hereof) and made between the Issuer and certain other institutions named therein.
- (B) Pursuant to the Dealership Agreement, the Issuer is entitled to sell Covered Bonds (as defined in the Dealership Agreement) issued under the Programme to institutions who become Dealers in relation to a particular Tranche of Covered Bonds only. Each of the Managers is either a Dealer in relation to the Programme or has agreed to become a Dealer in relation to the Covered Bonds (as defined below) pursuant to the provisions of this Agreement.
- (C) The Issuer proposes to issue [principal amount] [description of Series] (the “**Covered Bonds**”) and the Managers wish to subscribe for such Covered Bonds.
- (D) This Agreement is supplemental to the Dealership Agreement.

**IT IS HEREBY AGREED** as follows:

1. **Definitions**

All words and expressions defined in the Dealership Agreement shall, where the context so requires and admits, have the same meanings in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Dealership Agreement, the provisions of this Agreement shall apply. Each of the Managers hereby acknowledges receipt of a copy of the Dealership Agreement and the Prospectus.

In this Agreement:

“**Disclosure Documents**” means the (i) Prospectus, as supplemented by (a) **[insert details of any supplementary prospectuses]**, (ii) the Final Terms [and ,] (iii) the Investor Presentation and **[Insert details of any other documents prepared in connection with the offering of the Covered Bonds]**

“**Investor Presentation**” means **[specify]**.

## 2. Subscription of the Covered Bonds

- (a) The Issuer hereby agrees to issue and sell the Covered Bonds in accordance with the provisions of the Dealership Agreement as supplemented and amended by this Agreement and the Agency Agreement and the Managers severally and not jointly agree with the Issuer to subscribe for the [Covered Bonds] [percentage of the principal amount of Covered Bonds opposite their respective names set forth in Annex 1 attached hereto and made a part hereof] in same day funds on [ ] or such other date not being later than [ ] as shall be agreed by the Issuer and the Lead Manager(s) acting on behalf of the Managers (the “**Issue Date**”) at their issue price of [ ] per cent. of their principal amount plus (if the Issue Date is postponed) any accrued interest in respect thereof, [less a selling commission of [ ] per cent. of the principal amount of the Covered Bonds (plus any applicable value added tax) less a combined management and underwriting commission of [ ] per cent. of the principal amount of the Covered Bonds (plus any applicable value added tax) and less the amount which the Issuer has agreed to pay to the Lead Manager(s) in respect of certain expenses pursuant to Clause [5/6] below (each of which the Issuer agrees to pay to the Lead Manager(s) on behalf of the Managers and authorizes the deduction thereof from the subscription moneys payable to the Issuer on the Issue Date), against delivery of the Covered Bonds, duly executed on behalf of the Issuer in the manner contemplated by the Agency Agreement, in the form agreed between the Issuer and the Lead Manager(s) (on behalf of the Managers).
- (b) The Issuer and the Guarantor confirm that they have approved the final terms (the “**Final Terms**”) dated [ ] in connection with the issue of the Covered Bonds and have authorized the Managers to distribute copies of the Disclosure Documents in connection with the offering and sale of the Covered Bonds.
- (c) The Issuer, the Guarantor and each Manager agree that Section 11 of the Dealership Agreement shall apply to this Agreement, *mutatis mutandis*, as if expressly incorporated herein.
- (d) [The Managers agree as between themselves that they will be bound by and will comply with the International Capital Market Association Standard Form Agreement Among Managers Version 1 (the “**Agreement Among Managers**”) with respect to the Covered Bonds and further agree that references in the Agreement Among Managers to the Lead Managers shall mean the Managers.]<sup>1</sup>
- (e) [The Issuer confirms the appointment of [●] as the central point responsible for adequate public disclosure of information, and handling any request from a competent authority, in accordance with Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures.]<sup>2</sup>

## 3. Dealership Agreement

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<sup>1</sup> Include this clause if a Confirmation to Managers is not used (as adjusted for the particulars of the offering in consultation with the Lead Manager(s)).

<sup>2</sup> Include this Clause 9 if stabilisation is to be conducted following the safe harbour set out in Article 5 of the Market Abuse Regulation and Delegated Regulation (EU) 2016/1052.

The Covered Bonds are issued under the Programme and accordingly are Covered Bonds as defined in and for the purposes of the Dealership Agreement and the Agency Agreement. For the purposes of the Dealership Agreement, this Agreement is a Relevant Agreement and the Lead Manager(s) [is/are] the Relevant Dealers and each of the Managers is a Dealer on the terms set out in the Dealership Agreement.

#### 4. **Additional Representations and Warranties [and Undertakings]**

- (a) The Issuer hereby represents and warrants to the Managers that as at the date hereof (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Issuer contained in Clause 3.01 of the Dealership Agreement, (ii) that the conditions set out in Clause 2.03 of the Dealership Agreement have been satisfied or, other than with respect to the condition in paragraph (c) thereof, waived, (iii) that the relevant Prospectus [(which, for greater certainty, includes for the purposes of this subclause 4(a), **[insert details of any applicable supplemental prospectus]**)] contains all material information relating to the assets and liabilities, financial position, profits and losses and prospects of the Issuer and nothing has happened or is expected to happen which would require such document[s] to be **[further]** supplemented and (iv) that there is no material adverse change in the condition (financial or otherwise) or general affairs or prospects of the Issuer from that set forth in the Prospectus **[, as supplemented]** and the Disclosure Documents.
- (b) The Guarantor hereby represents and warrants to the Managers that as at the date hereof (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Guarantor contained in Clause 3.02 of the Dealership Agreement, (ii) that the conditions set out in Clause 2.03 of the Dealership Agreement have been satisfied or, other than with respect to the condition in paragraph (c) thereof, waived (iii) that the Prospectus [(which, for greater certainty, includes for the purposes of this subclause 4(b), **[insert details of any applicable supplemental prospectus]**)] contains all material information relating to the assets and liabilities, financial position, profits and losses and prospects of the Guarantor and nothing has happened or is expected to happen which would require such document[s] to be **[further]** supplemented and (iv) that there is no material adverse change in the condition (financial or otherwise) or general affairs or prospects of the Guarantor from that set forth in the Prospectus **[as, supplemented]** and the Disclosure Documents.

*[Insert any additional representations and warranties and/or undertakings which may be required in relation to the Covered Bonds.]*

#### 5. **Conditions Precedent**

In accordance with the provisions of Clause 2.03 of the Dealership Agreement (but without prejudice to the provisions of Clause 2.04 thereof), the Issuer and the Guarantor hereby acknowledge that the Managers' obligations to subscribe and pay for the Covered Bonds on the Issue Date are subject to the satisfaction of the conditions precedent set out in the said Clause 2.03**[, other than, for greater certainty, the condition precedent set forth in Clause 2.03(h), which condition precedent is waived by each Manager with respect to the Covered Bonds.]**

Furthermore, it is agreed that the several obligations of each Manager with respect to the Covered Bonds are conditional upon satisfaction of the following additional conditions precedent:

*[set out a list of additional conditions precedent required by the Managers pursuant to subclause 2.03(j) of the Dealership Agreement; consider also whether any additional signature authority or a closing certificate will be required].*

## 6. Expenses

The Issuer will pay to the Lead Manager(s) on behalf of the Managers on demand [amount] in lieu of reimbursement of any legal fees and expenses and any travelling, communication, courier, postage and other out-of-pocket expenses incurred by **[it/them]** in connection with the management of the issue of the Covered Bonds ([plus/excluding] any applicable value added tax). Such amount may be deducted from the proceeds of the issue in accordance with subclause 2(a).

**OR**

The Issuer [and the Guarantor] shall reimburse the Lead Manager(s) on demand for all legal fees and expenses and any travelling, communication, courier, postage and other out of pocket expenses incurred by **[it/them]** in connection with the management of the issue and sale of the Covered Bonds (plus any applicable value added tax); [provided, however, that the aggregate liability of the Issuer or the Guarantor under this Clause shall not exceed [amount] ([inclusive/exclusive] of value added tax)]. Such legal fees and expenses may be deducted from the proceeds of the issue in accordance with subclause 2(a).

It is expressly agreed for the purposes of Clause 2.04 of the Dealership Agreement that the Issuer shall, notwithstanding the termination of this Agreement, remain liable pursuant to this Clause [5/6] in respect of such fees and expenses incurred by any of the Managers prior to or in connection with such termination.

**OR**

The expenses relating to the issue have been agreed in a separate side letter of even date herewith between the Issuer and the Lead Manager(s). Such agreed sum relating to such expenses may be deducted from the proceeds of the issue in accordance with subclause 2(a).

## 7. New Dealer(s)

- (a) In accordance with the provisions of subclause 8.01(b) of the Dealership Agreement, the Issuer hereby appoints those of the Managers who are not Dealers (for the purposes of this Clause, a "New Dealer") as dealers upon the terms of the Dealership Agreement in respect of the Covered Bonds only with the authority, rights, powers, duties and obligations of a Dealer under the Dealership Agreement to the extent provided in such subclause 8.01(b) [save that each New Dealer shall not have the benefit of the undertakings contained in Clause 3.03(i) of the Dealership Agreement]<sup>3</sup>. [The New Dealers request, and the Issuer and Guarantor

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<sup>3</sup> To be modified if New Dealer requests the benefit of the undertaking contained in paragraph (i) of Clause 3.03 of the Dealership Agreement.

each acknowledge and agree, that the New Dealers shall have the full benefit of the undertaking in Clause 3.03(i) of the Dealership Agreement pursuant to subclause 8.01(b) of the Dealership Agreement.].

- (b) The Lead Managers confirm that each New Dealer has found the Dealership Agreement and the Prospectus, [as supplemented], satisfactory, and has received a copy of or waived the production of a copy of the other conditions precedent set out in Schedule 2 to the Dealership Agreement [and waived production of a copy of the documents referred to in subclause (i) of Clause 3.03 of the Dealership Agreement.]<sup>4</sup>

**8. Communications**

Any notification hereunder to the Issuer shall be made in accordance with the provisions of Clause 7 of the Dealership Agreement and, in the case of notification to the Managers, shall be to the Lead Manager(s) by telex or fax or in writing at:

[  
]  
Telex: [ ]  
Fax: [ ]  
Attention: [ ]

**9. Stabilisation**

The Issuer confirms the appointment of [●] to act as the central point responsible for handling requests from any relevant competent authority, in each case as required by Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures or any other applicable rules or regulations.

**10. Governing Law and Jurisdiction**

This Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the 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.

**11. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS whereof this Agreement has been entered into as of the day and year first above written.

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<sup>4</sup> To be modified if New Dealer requests the benefit of the undertaking contained in paragraph (i) of Clause 3.03 of the Dealership Agreement.]

The Issuer

**CANADIAN IMPERIAL BANK OF COMMERCE**

By:

The Guarantor

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

By:

*The Lead Managers:*

- [ ]
- [ ]
- [ ]

---

By Power of Attorney

*The Other Managers:*

- [ ]
- [ ]

---

By Power of Attorney



**ANNEX I**

**SUBSCRIPTION PERCENTAGES**

<b>Lead Manager</b>	<b>Subscription Percentage</b>

<b>Other Managers</b>	<b>Subscription Percentage</b>

**Part II**

[Illustrative form of Subscription Agreement where an issue of Covered Bonds is syndicated among a group of institutions for a Rule 144A offering. To the extent that the offering includes, in part, an offering under Regulation S and/or certain of the Managers are European financial institutions, then certain of the provisions found in the Subscription Agreement pro forma set out in Part I may need to be included in a Subscription Agreement drawn up in accordance with this Part II]

**Subscription Agreement**

**CANADIAN IMPERIAL BANK OF COMMERCE**

**- and -**

**OTHERS**

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**SUBSCRIPTION AGREEMENT**

in respect of

[insert principal amount]

[description of Series]

issued under the

CAD 20,000,000,000

Programme for the Issuance of Covered Bonds  
unconditionally and irrevocably guaranteed as to payments by  
**CIBC Covered Bond (Legislative) Guarantor Limited Partnership**  
(a limited partnership formed under the laws of Ontario)

---

**THIS AGREEMENT** is made on [     ]

**BETWEEN:**

- (1) **Canadian Imperial Bank of Commerce** (the “**Issuer**”);
- (2) **CIBC Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”);
- (3) [                     ] as lead manager(s) (the “**Lead Manager(s)**”); and
- (4) [             ], [             ], and [             ] (together with the Lead Manager(s), (the “**Managers**”).

**WHEREAS**

- (A) The Issuer has established a programme for the issuance of Covered Bonds unconditionally and irrevocably guaranteed as to payments by the Guarantor in connection with which it entered into a second amended and restated dealership agreement dated June 20, 2017, (the “**Dealership Agreement**”, which expression shall include any amendments or supplements thereto or restatements thereof prior to the date hereof) and made between the Issuer and certain other institutions named therein.
- (B) Pursuant to the Dealership Agreement, the Issuer is entitled to sell Covered Bonds (as defined in the Dealership Agreement) issued under the Programme to institutions who become Dealers in relation to a particular Tranche of Covered Bonds only. Each of the Managers is either a Dealer in relation to the Programme or has agreed to become a Dealer in relation to the Covered Bonds (as defined below) pursuant to the provisions of this Agreement.
- (C) The Issuer proposes to issue [principal amount] [description of Series] (the “**Covered Bonds**”) and the Managers wish to subscribe such Covered Bonds.
- (D) This Agreement is supplemental to the Dealership Agreement.

**IT IS HEREBY AGREED** as follows:

**1. Definitions**

All words and expressions defined in the Dealership Agreement, either directly or by reference therein, shall, where the context so requires and admits, have the same meanings in this Agreement. In the event of any conflict or inconsistency between the definitions and provisions of this Agreement and the Dealership Agreement, the definitions or provisions of this Agreement shall apply. Each of the Managers hereby acknowledges receipt of a copy of the Dealership Agreement and the Prospectus.

Additionally, it is agreed that the following terms, when used herein, shall have the meanings set forth below:

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Final Prospectus” means the Prospectus together with the Final Terms.

“Final Terms” means the Final Terms to be dated on or about [    ].

“Time of Sale” means at or prior to the time when sales of the Covered Bonds were first made, which was approximately • [pm] (New York time) on [    ].

“Time of Sale Information” means the Prospectus and the Pricing Supplement, in each case, as of the Time of Sale.

“Pricing Supplement” means the term sheet as of the Time of Sale.

## 2. **Subscription of the Covered Bonds**

- (a) The Issuer hereby agrees to issue and sell the Covered Bonds in accordance with the provisions of this Agreement, the Dealership Agreement and the Agency Agreement and the Managers severally and not jointly agree with the Issuer on the basis of the representations, warranties and agreements herein contained and subject to the terms and conditions set forth herein to subscribe for the principal amount of Covered Bonds opposite their respective names set forth in Annex I attached hereto and made a part hereof in same day funds on [    ] or such other date not being later than [    ] as shall be agreed by the Issuer and the Lead Managers acting on behalf of the Managers (the “**Issue Date**”) at their issue price of [    ] per cent of their principal amount plus (if the Issue Date is postponed) any accrued interest in respect thereof, less a combined management and underwriting commission of [    ] per cent. of the principal amount of the Covered Bonds, which the Issuer authorizes the deduction thereof from the subscription moneys payable to the Issuer on the Issue Date), against delivery of the Covered Bonds, duly executed on behalf of the Issuer in the manner contemplated by the Agency Agreement, in the form agreed between the Issuer and the Lead Managers (on behalf of the Managers).
- (b) The Issuer and the Guarantor confirm that they have approved the Time of Sale Information in connection with the issue of the Covered Bonds and have authorized the Managers to distribute copies of the Prospectus and the Final Terms and any other documents prepared in connection with the Programme and the issue of the Covered Bonds, in connection with the offering and sale of the Covered Bonds.

## 3. **Dealership Agreement**

The Covered Bonds are issued under the Programme and accordingly are Covered Bonds as defined in and for the purposes of the Dealership Agreement and the Agency Agreement. For the purposes of the Dealership Agreement, this Agreement is a Relevant Agreement and each Lead Manager is a Relevant Dealer and each of the Managers is a Dealer on the terms set out in the Dealership Agreement solely in respect of the Covered Bonds.

## 4. **Additional Representations and Warranties and Undertakings**

- (a) The Issuer hereby represents and warrants to the Managers that as at the date hereof (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Issuer contained in Clause 3.01 of the

Dealership Agreement, (ii) that the conditions set out in Clause 2.03 of the Dealership Agreement have been satisfied or, other than with respect to the condition in paragraph (c) thereof, waived, (iii) that the relevant Prospectus contains all material information relating to the assets and liabilities, financial position, profits and losses of the Issuer and nothing has happened or is expected to happen which would require such document to be supplemented or updated, (iv) that the execution and delivery of this Agreement and the issuance of the Covered Bonds (and compliance with the terms hereof) do not and, as of the Issue Date, will not conflict with or result in a breach of any material agreement or instrument to which it is a party or by which it or any of its properties is bound, and (v) the Time of Sale Information, as of the Time of Sale, did not, and as of the Issue Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and the Final Prospectus, as of the date of the Final Terms did not, and as of the Issue Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that the Issuer makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Manager furnished to the Issuer in writing by such Manager expressly for use and contained in the Time of Sale Information or the Final Prospectus, or any supplement or amendment thereto, it being understood and agreed that the only such information consists of the following: [ ] in the Time of Sale Information and the Final Prospectus (the "**Manager Information**"); it being understood that, notwithstanding any provision to the contrary herein or in the Dealership Agreement, the parties hereto agree that this subclause 4(a)(v) shall replace subclause 3.01(f) of the Dealership Agreement in its entirety solely in respect of the Covered Bonds.

- (b) The Guarantor hereby represents and warrants to the Managers that as at the date hereof (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Guarantor contained in Clause 3.02 of the Dealership Agreement, (ii) that the conditions set out in Clause 2.03 of the Dealership Agreement have been satisfied or, other than with respect to the condition in paragraph (c) thereof, waived, (iii) that the relevant Prospectus contains all material information relating to the assets and liabilities, financial position, profits and losses of the Guarantor and nothing has happened or is expected to happen which would require such document to be supplemented or updated, (iv) that the execution and delivery of this Agreement and the issuance of the Covered Bonds (and compliance with the terms hereof) do not and, as of the Issue Date, will not conflict with or result in a breach of any material agreement or instrument to which it is a party or by which it or any of its properties is bound, and (v) the Time of Sale Information, as of the Time of Sale, did not, and as of the Issue Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and the Final Prospectus, as of the date of the Final Terms did not, and as of the Issue Date will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were

made, not misleading, provided that the Guarantor makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with Manager Information.; it being understood that, notwithstanding any provision to the contrary herein or in the Dealership Agreement, the parties hereto agree that this subclause 4(b)(v) shall replace subclause 3.02(e) of the Dealership Agreement in its entirety solely in respect of the Covered Bonds.

- (c) None of the Managers nor any of their respective affiliates, or persons acting on behalf of such Manager, has offered or sold any Covered Bonds, or shall offer or sell Covered Bonds, within the United States by any form of any general solicitation or general advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or within the meaning of Rule 502(c) of Regulation D thereunder.
- (d) The non-disclosure provision set out in the second sentence of Clause 4.03 of the Dealership Agreement (such provision, as it may relate to any Dealer, the "**NDA**") shall bind a Dealer only in respect of any document, other information or portion thereof otherwise subject to the NDA to the extent that such document, other information or portion thereof has been initially provided to (or requested by) such Dealer at any time after the engagement of such Dealer with respect to the issuance of Covered Bonds and prior to the Issue Date in connection with the Covered Bonds. Except as modified by this Clause 4(g), the NDA shall remain in full force and effect. Notwithstanding the foregoing part of this Clause 4(g), (i) this Clause 4(g) shall have no effect upon Clause 4.03 and the obligations of any Person as to any document, other information or portion thereof as may have been provided in connection with any issuance of Covered Bonds occurring prior to the issuance contemplated under this Agreement or in connection with the initial structuring and establishment of the Programme and (ii) neither the NDA nor this Clause 4(g) shall have any effect upon, or be construed to limit, any other confidentiality or non-disclosure obligation as may be separately binding upon a Dealer (whether by contact, by law or otherwise).

## 5. **Conditions Precedent**

In accordance with the provisions of Clause 2.03 of the Dealership Agreement (but without prejudice to the provisions of Clause 2.04 thereof), the Issuer and the Guarantor hereby acknowledge that the several obligations of each Manager to subscribe and pay for the Covered Bonds on the Issue Date are subject to the satisfaction of the conditions precedent set out in the said Clause 2.03.

Furthermore, it is agreed that the several obligations of each Manager with respect to the Covered Bonds are conditional upon satisfaction of the following additional conditions precedent:

- (1) the Managers shall have received a copy of (i) each opinion provided to any Rating Agency in connection with their rating of the Covered Bonds, (ii) a disclosure letter of Allen & Overy LLP, special U.S. legal adviser to the Issuer, relating to the Time of Sale Information and otherwise in such form and with such content as the Managers may reasonably request and (iii) a disclosure letter of Mayer Brown LLP, special U.S. legal adviser to the Managers, relating to the Time of Sale Information and

otherwise in such form and with such content as the Managers may reasonably request, each of which shall state therein that the Managers may rely thereon, in form and substance reasonably satisfactory to the Managers;

- (2) the Lead Managers shall have received from the Auditors letters (including a letter in the form of SAS 72), in form and substance satisfactory to the Lead Managers and their counsel, confirming that they are independent public accountants within the Securities Act and the applicable rules and regulations related thereto and stating in effect that they have performed certain specified procedures, all of which have been agreed to by the Lead Managers, as a result of which they have determined that such information as the Lead Managers may reasonably request of an accounting, financial or statistical nature set forth in, or included in an exhibit to, the Disclosure Documents or any related materials or documents agrees with the materials provided with respect to the Covered Bond Portfolio, excluding any questions of legal interpretation, which letters shall be (A) delivered on and dated as of the Time of Sale and (B) supplemented by letters confirming the conclusions set forth in the letters described in clause (A), which letters shall be delivered on and dated as of the Issue Date; *it being understood* that, notwithstanding any provision to the contrary herein or in the Dealership Agreement, the parties hereto agree that this subclause 5(2) shall replace subclause 2.03(h) of the Dealership Agreement in its entirety solely in respect of the Covered Bonds;
- (3) the Managers shall have received a certificate, in the form set forth in Exhibit A attached hereto, dated the Issue Date, of the President or any Vice President of each of the Issuer and the Guarantor in which such officer, to the best of his knowledge after reasonable investigation, shall state that (i) the representations and warranties of the Issuer or the Guarantor, as applicable, in the Dealership Agreement and this Agreement are true and correct and that the Issuer or the Guarantor, as applicable, has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Issue Date, and, for purposes of the certificate to be delivered by the Issuer, that, subsequent to [     ], there has been no change that is materially adverse to the condition (financial or otherwise) of CIBC and its consolidated subsidiaries, except to the extent (if any) disclosed in the Time of Sale Information and (ii) nothing has come to their attention that would lead any of them to conclude that the Time of Sale Information, as of the Time of Sale and as of the Issue Date, or the Final Prospectus, as of the date of the Final Terms and as of the Issue Date, include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, under the circumstances in which they were made, not misleading; and
- (4) in the sole discretion of the Managers, the Issuer or the Guarantor shall have failed, refused or have been unable to perform all obligations and satisfy all conditions on its part to be performed or satisfied hereunder at or prior to the Issue Date or, at or prior to the Issue Date, (a) trading in securities generally on the New York Stock Exchange or London Stock Exchange shall have been suspended or materially limited or minimum or maximum prices shall have been established by or on, as the case may be, the Securities and Exchange Commission or the New York Stock Exchange; (b) a general moratorium on commercial banking activities shall have been declared by United States federal, New York state authorities or authorities in London, England; or (c) in the reasonable judgment of the Managers, there has

been a change that is materially adverse to the condition (financial or otherwise) of CIBC and its consolidated subsidiaries, except to the extent (if any) disclosed in the Time of Sale Information. Failure to satisfy the condition precedent in this Clause 5(4) shall be without liability of any party to any other party except for the liability of the Issuer and the Guarantor in relation to expenses as provided in Section 6 and the indemnity provided in Section 8.

## 6. Expenses

The Issuer and the Guarantor shall reimburse [ ], acting as a Lead Manager, on demand for all legal fees and expenses and any travelling, communication, courier, postage and other out of pocket expenses incurred by it in connection with the issue and sale of the Covered Bonds (plus any applicable value added tax).

## 7. New Dealer(s)

- (a) In accordance with the provisions of subclause 8.01(b) of the Dealership Agreement the Issuer hereby appoints, for the purpose of the issuance of the Covered Bonds, those of the Managers who are not Dealers (for the purposes of this Clause, a “**New Dealer**”) as dealers upon the terms of the Dealership Agreement in respect of the Covered Bonds only with the authority, rights, powers, duties and obligations of a Dealer under the Dealership Agreement to the extent provided in such subclause 8.01(b). Pursuant to subclause 8.01(b) of the Dealership Agreement, the New Dealers shall have the benefit of the undertaking contained in paragraph (i) of Clause 3.03, and shall have the benefit of the undertakings contained in subclauses (h), (j) and (n) of Clause 3.03 and the benefit of Section 9, in each case, only up to and including the Issue Date of the Covered Bonds.
- (b) Each New Dealer confirms that it has found the Dealership Agreement and the Prospectus satisfactory, has received a copy of or waived the production of a copy of the other conditions precedent set out in Schedule 2 to the Dealership Agreement and waived production of a copy of the documents referred to in subclause (i) of Clause 3.03 of the Dealership Agreement.

## 8. Indemnification

- (a) The Issuer and the Guarantor, jointly and severally, agree to indemnify and hold harmless each Manager and each person, if any, who controls each such Manager within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (i) caused by any untrue statement or alleged untrue statement of a material fact contained in (A) the Time of Sale Information as of the Time of Sale or as of the Issue Date or (B) the Final Prospectus as of the date of the Final Terms and as of the Issue Date or (ii) caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with the Manager Information.



- (b) Each Manager, severally and not jointly, agrees to indemnify and hold harmless each of the Issuer and the Guarantor, its respective directors, its respective officers and any person controlling either of the Issuer or the Guarantor, as applicable, to the same extent as the foregoing indemnity from each of the Issuer and the Guarantor to each Manager in Clause 8(a) but only with respect to Manager Information.
- (c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of Clauses 8(a) or 8(b), such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon the written request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding; provided that the indemnifying party shall have the option of assuming the defense of any action, proceeding, claim or demand and retaining lawyers in accordance with Clause 3.05 of the Dealership Agreement and any reference therein to "CIBC" or "the Guarantor" shall, unless the context otherwise requires, be deemed to be the indemnifying party and any reference therein to "Dealer" shall, unless the context otherwise requires, be deemed to be the indemnified party. The failure to notify the indemnifying party shall not relieve it from any liability that it may have under Clauses 8(a) or 8(b) except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and, furthermore, the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under Clauses 8(a) or 8(b). In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel; (ii) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same legal counsel would be inappropriate due to actual or potential differing interests among them, including such indemnified parties having defenses additional to or different from the indemnifying party. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm for all such indemnified parties (in addition to local counsel). Such firm shall be designated in writing by the Managers in the case of parties indemnified pursuant to Clause 8(a) and by the Issuer and the Guarantor in the case of parties indemnified pursuant to Clause 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent (provided that such consent shall not be unreasonably withheld or delayed) but if settled with such consent (or without such consent in circumstances where such consent shall have been unreasonably withheld or delayed as aforesaid) or if there is a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of or compromise of, or consent to the entry of any judgment with respect to, any pending

or threatened proceeding in respect of which any indemnified party is a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (1) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (2) does not include a statement as to, or admission of, fault, culpability or a failure to act by or on behalf of the indemnified party.

- (d) The indemnity agreements contained in this Section 8 and the representations and warranties of each of the Issuer and the Guarantor, as applicable, in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by any Manager or any person controlling any Manager or by or on behalf of either of the Issuer or the Guarantor, as applicable, together with its respective directors or officers or any person controlling such party, and (iii) acceptance of, and payment for, any of the Covered Bonds.
- (e) For the avoidance of doubt, the indemnification provisions in this Section 8 shall be in addition to the indemnification provisions set forth in Clause 3.03 of the Dealership Agreement.

**9. Communications**

Any notification hereunder to the Issuer or the Guarantor shall be made in accordance with the provisions of Section 7 of the Dealership Agreement and, in the case of notification to the Managers, shall be to the Lead Managers on behalf of the Managers by fax or in writing at:

[  
]  
Telex: [ ]  
Fax: [ ]  
Attention: [ ]

**10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the 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.

**11. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12. **Assertion of Claims**

It is hereby agreed that the failure to notify the indemnifying party of any action, proceeding, claim or demand brought or asserted against any Manager pursuant to Clause 3.04 of the Dealership Agreement shall not relieve it from any liability, except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may otherwise have to an indemnified party.

IN WITNESS whereof this Agreement has been entered into as of the day and year first above written.

The Issuer

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_  
Name:  
Title:

The Guarantor

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

By: \_\_\_\_\_  
Name:  
Title:

The Lead Managers hereby execute this Agreement for themselves and the other several Co-Managers named in this Agreement.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**ANNEX I**

**PRINCIPAL SUBSCRIPTION AMOUNTS**

**Lead Managers**

**Principal Subscription Amount**

USD ●

USD ●

USD ●

USD ●

**Co-Managers**

**Principal Subscription Amount**

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

USD ●

**EXHIBIT A**

**ISSUER'S CLOSING CERTIFICATE**

[ ]

To: Each of the Managers listed in Schedule 1 hereto

Dear Sirs

**CANADIAN IMPERIAL BANK OF COMMERCE**

**USD • • per cent Covered Bonds due [ ] (the “[ ] Covered Bonds”) unconditionally and irrevocably guaranteed by CIBC Covered Bond (Legislative) Guarantor Limited Partnership**

I, [ ], being a duly authorised officer of Canadian Imperial Bank of Commerce (the “Issuer”) hereby certify, to the best of my knowledge after reasonable investigation, for and on behalf of the Issuer (and not in my personal capacity and without personal liability) pursuant to subclause 5(3) of the Subscription Agreement (the “Subscription Agreement”) dated [ ] between the Issuer, CIBC Covered Bond (Legislative) Guarantor Limited Partnership and the Managers named therein that as at today's date:

- (i) the representations and warranties of the Issuer in Clause 3.01 of the Dealership Agreement and Clause 4 of the Subscription Agreement are true and correct and the Issuer has complied with all agreements and satisfied all conditions on its part required to be performed or satisfied under the Subscription Agreement at or prior to the Issue Date, and that, subsequent to [ ], there has been no change that is materially adverse to the condition (financial or otherwise) of CIBC and its consolidated subsidiaries, except to the extent (if any) disclosed in the Time of Sale Information and the Final Prospectus; and
- (ii) nothing has come to the Issuer's attention that would lead it to conclude that the Time of Sale Information, as of the Time of Sale and as of the Issue Date, or the Final Prospectus, as of the date of the Final Terms and as of the Issue Date, include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, under the circumstances in which they were made, not misleading.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Subscription Agreement, whether directly or by reference.



Yours faithfully

**CANADIAN IMPERIAL BANK OF COMMERCE**

By: \_\_\_\_\_

[•]

**[President/ a Vice President]**

**SCHEDULE 1**

[ ]

## GUARANTOR'S CLOSING CERTIFICATE

[ ]

To: Each of the Managers listed in Schedule 1 hereto

Dear Sirs

### CANADIAN IMPERIAL BANK OF COMMERCE

**USD • • per cent Covered Bonds due [ ] (the “[ ] Covered Bonds”) unconditionally and irrevocably guaranteed by CIBC Covered Bond (Legislative) Guarantor Limited Partnership**

I, being the duly authorised **[President/a Vice President]**, of CIBC Covered Bond (Legislative) GP Inc. (the “Managing GP”), the managing general partner of CIBC Covered Bond (Legislative) Guarantor Limited Partnership (the “Guarantor”) hereby certify, to the best of my knowledge after reasonable investigation, for and on behalf of the Guarantor (and not in my personal capacity and without personal liability) pursuant to subclause 5(3) of the Subscription Agreement (the “Subscription Agreement”) dated [ ] between Canadian Imperial Bank of Commerce, the Guarantor and the Managers named therein that as at today's date):

- (i) the representations and warranties of the Guarantor in Clause 3.02 of the Dealership Agreement and Clause 4 of the Subscription Agreement are true and correct and the Guarantor has complied with all agreements and satisfied all conditions on its part required to be performed or satisfied under the Subscription Agreement at or prior to the Issue Date; and
- (ii) nothing has come to the Guarantor's attention that would lead it to conclude that the Time of Sale Information, as of the Time of Sale and as of the Issue Date, or the Final Prospectus, as of the date of the Final Terms and as of the Issue Date, include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, under the circumstances in which they were made, not misleading.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Subscription Agreement, whether directly or by reference.

Yours faithfully

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

by its managing general partner,

**CIBC COVERED BOND (LEGISLATIVE) GP INC.**

By:

\_\_\_\_\_

**[•]**

**[President/a Vice President]**

**SCHEDULE 1**

[ ]

## SCHEDULE 8

### Operating and Administrative Procedures Memorandum

DATED ●, 201●

CANADIAN IMPERIAL BANK OF COMMERCE

CAD 20,000,000,000 Programme for the Issuance of Covered Bonds

The aggregate nominal amount of all Covered Bonds outstanding at any time will not, subject as provided below, exceed CAD20,000,000,000 or its equivalent in other currencies at the time of agreement to issue, subject to increase as provided in the Dealership Agreement (as defined below). The Dealership Agreement provides for the increase in the principal amount of Covered Bonds that may be issued under the Programme. In that event, this Operating and Administrative Procedures Memorandum shall apply to the Programme as increased.

The documentation of the Programme provides for the issue of Covered Bonds denominated in any currency or currencies as may be agreed between Canadian Imperial Bank of Commerce (the “**Issuer**”), the Guarantor and the Relevant Dealer (subject to certain restrictions as to minimum and/or maximum maturities as set out in the Prospectus relating to the Programme) and being any of:

- Fixed Rate Covered Bonds
- Floating Rate Covered Bonds
- Instalment Covered Bonds
- Zero Coupon Covered Bonds

All terms with initial capitals used herein without definition shall have the meanings given to them in the Prospectus dated June 20, 2017 as supplemented or replaced from time to time (the “**Prospectus**”), or, as the case may be, the second amended and restated dealership agreement dated June 20, 2017 (as may be further amended, supplemented or restated, the “**Dealership Agreement**”) between the Issuer, the Guarantor and the Dealers named therein pursuant to which the Issuer may issue Covered Bonds.

As used herein in relation to any Covered Bonds which are to have a “**listing**” or be “**listed**” on (i) the London Stock Exchange, “**listing**” and “**listed**” shall be construed to mean that such Covered Bonds have been admitted to the Official List and admitted to trading on the Market, (ii) the Luxembourg Stock Exchange or any other Stock Exchange in the EEA (other than the London Stock Exchange or the Luxembourg Stock Exchange), “**listing**” and “**listed**” shall be construed to mean that such Covered Bonds have been admitted to trading on the relevant Regulated Market, or (iii) on any other Stock Exchange (other than those referred to in (i) to (ii) above), “**listing**” and “**listed**” shall be construed to mean that the Covered Bonds have been listed on that Stock Exchange and/or to trading on the relevant market, as the case may be

This Operating and Administrative Procedures Memorandum applies to Covered Bonds issued on and after June 20, 2017. The procedures set out in Annex I may be varied by agreement between the Issuer, the Issuing and Paying Agent or the Registrar (in the case of Registered Covered Bonds) and the Relevant Dealer or Lead Manager (as defined below), as the case may be, including to take account of any standardised procedures published by the ICSDs and/or the International Capital Markets Securities Association and/or the International Capital Markets Association. The timings set out in these procedures represent optimum timings to ensure a smooth settlement process. Each of the ICSDs has its own published deadlines for taking certain of the actions described herein (which may be later than the timings described herein). The Issuer, the Issuing and Paying Agent, the Registrar, the Relevant Dealer or the Lead Manager, as the case may be, and the Common Depositary, or Common Service Provider and Common Safekeeper, as the case may be, may agree to vary the timings described herein subject to compliance with such deadlines.

## **OPERATING PROCEDURES**

Dealers must confirm all trades directly with the Issuer and the Issuing and Paying Agent or the Registrar in the case of an issue of Registered Covered Bonds.

### **1. RESPONSIBILITIES OF THE ISSUING AND PAYING AGENTS**

The Issuing and Paying Agent will, in addition to the responsibilities in relation to settlement described in Annex 1, be responsible for the following:

- (a) in the case of Covered Bonds which are to be listed on a Stock Exchange, distributing to the Stock Exchange and any other relevant authority such number of copies of the applicable Final Terms required by the Stock Exchange and any such other relevant authority; and
- (b) in the case of Covered Bonds which are to be listed on a Stock Exchange, immediately notifying the Issuer and the Relevant Dealer if at any time the Issuing and Paying Agent are notified that the listing of a Tranche of Covered Bonds has been refused or otherwise will not take place.

### **2. RESPONSIBILITIES OF DEALER/LEAD MANAGER**

Each Dealer/Lead Manager will confirm the terms of a Tranche and agree Final Terms with the Issuer (substantially in the form of Schedule 6 to the Dealership Agreement) giving details of each Tranche of Covered Bonds to be issued.

The Relevant Dealer or Lead Manager, as the case may be, will determine the end of the Distribution Compliance Period in respect of a Tranche of Regulation S Covered Bonds in accordance with Section 5 of the Dealership Agreement. Such Relevant Dealer or Lead Manager, as the case may be, shall upon determining the end of the Distribution Compliance Period in respect of any Tranche notify the Issuing and Paying Agent, the Issuer, the Guarantor, the Registrar, Euroclear, Clearstream, Luxembourg, CDS and/or DTC (as the case may be).

3. **SETTLEMENT**

The settlement procedures set out in Annex 1 shall apply to each issue of Covered Bonds (Part 1 in the case of issues closed on a non-syndicated basis and Part 2 in the case of issues closed on a syndicated basis, in each case whether or not subscribed under a Subscription Agreement), unless otherwise agreed between the Issuer, the Issuing and Paying Agent or the Registrar, as the case may be, and the Relevant Dealer or the Lead Manager, as the case may be. With issues of Covered Bonds to be listed on a Stock Exchange other than the London Stock Exchange more time may be required to comply with the relevant Stock Exchange's or any other relevant authority's listing requirements.

Notice details are set out in Schedule 5 to the Dealership Agreement hereto.



## ANNEX 1

### PART 1A

#### SETTLEMENT PROCEDURES FOR ISSUES OF BEARER COVERED BONDS CLOSED ON A NON-SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

##### Prior to launch

The Issuer and the Relevant Dealer(s) agree whether Covered Bonds are to be offered in Canada or subject to certification of non-Canadian beneficial ownership upon exchange of the Temporary Global Covered Bond for a Permanent Global Covered Bond or Definitive Covered Bonds after the Exchange Date.

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and, if so, this will alter the timetable suggested below.

##### At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 2	5:00 p.m.	The Issuer may agree terms with one or more of the Dealers for the issue and purchase of Covered Bonds (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer). The Relevant Dealer instructs the Issuing and Paying Agent to obtain a common code and ISIN or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.
Issue Date minus 2	5.00 p.m.	<p>If a Dealer has reached agreement with the Issuer by telephone, the Dealer confirms the terms of the agreement to the Issuer by electronic communication attaching a copy of the applicable Final Terms. The Dealer sends a copy of that electronic communication to the Issuing and Paying Agent and copied to the Issuing and Paying Agent for information.</p> <p>The Issuer confirms its agreement to the terms on which the issue of Covered Bonds is to be made (including the form of the Final Terms) by signing and returning a copy of the Final Terms to the Relevant Dealer and the Issuing and Paying Agent. The Issuer also sends a copy of the signed Final Terms to the Bond Trustee. The details set out in the signed Final Terms shall be conclusive evidence of the agreement (save in the case of manifest error) and</p>

shall be binding on the parties accordingly. The Issuer also confirms its instructions to the Issuing and Paying Agent (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by the Issuing and Paying Agent under these Operating and Administrative Procedures and the Agency Agreement including preparing and authenticating either (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms, a Permanent Global Covered Bond for the Series, in each case giving details of the Covered Bonds.

In the case of Floating Rate Covered Bonds, the Issuing and Paying Agent notifies the ICSDs, the Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the Relevant Dealer of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.

No later than Issue Date minus 1 2.00 p.m.

In the case of Covered Bonds which are to be listed on a Stock Exchange or publicly offered in a European Economic Area Member State, the Issuing and Paying Agent also notifies the Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Covered Bonds to be issued by sending the Final Terms to the Stock Exchange and/or any other relevant authority, as the case may be.

In respect of Covered Bonds to be admitted to trading on the London Stock Exchange, the Issuer shall file the Final Terms with the UK Listing Authority along with an application for admission to the Official List and the Issuing and Paying Agent shall file the Final Terms with the London Stock Exchange, and, if permitted by applicable legislation or stock exchange rules, with the UK Listing Authority on behalf of the Issuer.

Issue Date minus 1 10.00 a.m. (for prior day\*\*\* currencies)

The Relevant Dealer and the Issuing and Paying Agent give settlement instructions to the Common Depositary and the relevant ICSD(s) to effect the payment of the

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\*\*\* The most common prior day currencies are Australian dollars (AUD), Hong Kong Dollars (HKD), Japanese yen (JPY) and New Zealand dollars (NZD) but other currencies in similar time zones may also be prior day currencies. The parties should establish whether or not a particular currency is a prior day currency as soon as possible.

	12.00 noon (for other currencies)	purchase price, against delivery of the Covered Bonds, to the Issuing and Paying Agent's account with the relevant ICSD(s) on the Issue Date.  The parties (which for this purpose shall include the Issuing and Paying Agent) may agree to arrange for "free delivery" to be made through the relevant ICSD(s) if specified in the applicable Final Terms, in which case these Operating and Administrative Procedures will be amended accordingly.
Issue Date minus 1	ICSD deadlines for the relevant currency	For prior day currencies, the Issuing and Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase monies received by it to the account of the Issuer previously notified to the Issuing and Paying Agent.
Issue Date minus 1	3.00 p.m.	The Issuing and Paying Agent prepares and authenticates a Temporary Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and/or, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms.  Each Global Covered Bond which is a CGCB is then delivered by the Issuing and Paying Agent to the Common Depository. Each Global Covered Bond which is a Eurosystem-eligible Covered Bond is then delivered by the Issuing and Paying Agent to the Common Safekeeper, together (if applicable) with an effectuation instruction. In the event that the Common Service Provider and the Common Safekeeper are not the same entity, the Issuing and Paying Agent should also deliver the applicable Final Terms to the Common Service Provider.  For Eurosystem-eligible Covered Bonds, the Issuing and Paying Agent then instructs the mark up of the issue outstanding amount of the Global Covered Bond to the ICSDs through the Common Service Provider.
Issue Date minus 1	5.00 p.m.	In the case of each Global Covered Bond which is a Eurosystem-eligible Covered Bond, the Common Safekeeper confirms deposit and effectuation (if applicable) <sup>+++</sup> of the Global Covered Bond to the Issuing and Paying Agent, the Common Service Provider and the ICSDs.
Issue Date minus 1	6.00 p.m.	In the case of each Global Covered Bond which is a CGCB, the Common Depository confirms deposit of the relevant Global Covered Bond to the Issuing and Paying Agent and the ICSDs.

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<sup>+++</sup> This assumes that an effectuation authorization has been delivered by the issuer to the Common Safekeeper (i.e. Euroclear or Clearstream, Luxembourg) at the establishment or update of the programme. If this is not the case, such an authorization should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible Covered Bonds under the Programme.

In the case of each Global Covered Bond which is a Eurosystem-eligible Covered Bond, the Common Service Provider relays the Issuing and Paying Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.

Issue Date	Agreed time	The conditions precedent in the Dealership Agreement are satisfied and/or waived.
Issue Date	According to ICSD settlement procedures	The ICSDs debt and credit accounts in accordance with instructions received from the Issuing and Paying Agent and the Relevant Dealer.
Issue Date	ICSD deadlines for the relevant currency	For non-prior day currencies, the Issuing and Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase moneys received by it to the account of the Issuer previously notified to the Issuing and Paying Agent for the purpose.
Issue date	5.00 p.m.	The Issuing and Paying Agent forwards a copy of the signed Final Terms to each ICSD.
On or subsequent to the Issue Date		<p>The Issuing and Paying Agent notifies the Issuer immediately in the event that a Dealer does not pay the purchase price due from it in respect of a Covered Bond.</p> <p>The Issuing and Paying Agent notifies the Issuer of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented thereby.</p> <p>The Issuing and Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.</p>

## PART 1B

### SETTLEMENT PROCEDURES FOR ISSUES OF REGISTERED COVERED BONDS CLOSED ON A NON-SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

*In the case of issued Registered Covered Bonds (other than issues of Regulation S Global Covered Bonds closing through DTC or CDS or Rule 144A Global Covered Bonds closing through DTC), the settlement procedures set out below can be replaced in part, at the discretion of the Issuing and Paying Agent, by the settlement procedures set out in Annex 1 Part 1A. Such election will be made by the Issuing and Paying Agent and communicated by electronic means to the Issuer and the Relevant Dealer(s).*

#### Prior to launch

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and, if so, this will alter the timetable suggested below.

#### At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 4	2.00 p.m.	The Issuer may agree terms with one of the Dealers for the issue and purchase of Covered Bonds (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer). The Dealer instructs the Registrar and/or the Issuing and Paying Agent to obtain the necessary security identification numbers. Each relevant number is notified by the Registrar and/or the Issuing and Paying Agent to the Issuer and each Dealer which has reached agreement with the Issuer.
	3.00 p.m.	If a Dealer has reached agreement with the Issuer by telephone, the Dealer confirms the terms of the agreement to the Issuer by electronic communication attaching a copy of the applicable Final Terms. The Dealer sends a copy of that electronic communication to the Issuing and Paying Agent and the Registrar for information.
	5.00 p.m.	The Issuer confirms its agreement to the terms on which the issue of Covered Bonds is to be made (including the form of the Final Terms) by signing and returning a copy of the Final Terms to the Relevant Dealer. The Issuer also confirms its instructions to the Issuing and Paying Agent (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) and the Registrar to carry out the duties to be

Day	London time	Action
		<p>carried out by the Issuing and Paying Agent and the Registrar under these Operating and Administrative Procedures and the Agency Agreement including, in the case of the Registrar, preparing, authenticating and issuing one or more Registered Global Covered Bonds and/or (in the case of an issue of Registered Covered Bonds to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act) one or more Definitive Registered Covered Bonds for each Tranche of Covered Bonds which are to be purchased by the Relevant Dealer, giving details of such Covered Bonds.</p> <p>The Issuer confirms such instructions by sending a copy by fax of the signed Final Terms to the Issuing and Paying Agent and the Registrar. The Issuer also sends a copy of the signed Final Terms to the Bond Trustee.</p> <p>In the case of any Registered Covered Bonds to be registered in the name of a nominee for DTC or CDS, the Relevant Dealer notifies DTC or CDS, as applicable, of the participation accounts to be credited with interests in the Registered Global Covered Bond(s) to be issued. In respect of Covered Bonds sold pursuant to Regulation S, the Relevant Dealer notifies Euroclear and/or Clearstream and/or CDS, Luxembourg of the relevant accounts to be credited with Covered Bonds represented by interests in the Regulation S Global Covered Bonds(s) to be issued.</p>
No later than Issue Date minus 3	2.00 p.m.	If required by applicable legislation or stock exchange rules, the Issuer shall file the Final Terms with the UK Listing Authority along with an application for admission to the Official List and the Issuing and Paying Agent shall file the Final Terms with the London Stock Exchange, and, if permitted by applicable legislation or stock exchange rules, with the UK Listing Authority on behalf of the Issuer.
Issue Date minus 3	5.00 p.m.	In the case of any Registered Covered Bonds to be registered in the name of a nominee for DTC or CDS, where the relevant Covered Bonds are denominated in U.S. dollars, the Relevant Dealer instructs DTC or CDS, as applicable, subject to further instructions, to debit its account, or such account as it directs, on the Issue Date or, in the case of Covered Bonds denominated in a currency requiring a pre-closing, the Issue Date minus 1, and pay the purchase price to the account of the closing bank as agreed between the Issuer, the Registrar, the Issuing and Paying Agent and the Relevant Dealer from time to time (in such capacity, the “ <b>Closing Bank</b> ”) notified by DTC or CDS, as applicable, to the Relevant Dealer for such purpose.
Issue Date minus 2	3.00 p.m.	In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for a common

Day	London time	Action
		<p>depository for Euroclear and Clearstream, Luxembourg, the Relevant Dealer instructs Euroclear and/or Clearstream, Luxembourg to debit its account and pay the purchase price, against delivery of the relevant Covered Bonds, to the Issuing and Paying Agent's account with Euroclear and/or Clearstream, Luxembourg on the Issue Date and the Issuing and Paying Agent receives details of the instructions through the records of Euroclear and/or Clearstream, Luxembourg.</p> <p>Where the Relevant Dealer is not purchasing Covered Bonds through Euroclear and/or Clearstream, Luxembourg and such Covered Bonds are denominated in a Specified Currency other than U.S. dollars, the Relevant Dealer instructs its paying bank on the Issue Date or, in the case of Covered Bonds denominated in a currency requiring a pre-closing, the Issue Date minus 1, to pay the purchase price to the account of the Closing Bank notified to the Relevant Dealer for such purpose.</p>
Issue Date minus 2	3.00 p.m.	<p>In the case of Floating Rate Covered Bonds, the Issuing and Paying Agent notifies (as applicable) the Bond Trustee, the Registrar, the relevant clearing systems, the Issuer, (in the case of Listed Covered Bonds) the relevant Stock Exchange and any other relevant authority and the Relevant Dealer by electronic communication of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the Payment Instruction Date)	agreed time	<p>The Registrar (or its agent on its behalf) prepares and authenticates the Registered Global Covered Bond(s) for each Tranche of Covered Bonds which is to be purchased. The conditions precedent in the Dealership Agreement are satisfied or waived. In the case of an issue of Registered Covered Bonds to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act, the Registrar (or its agent on its behalf) prepares the definitive Registered Covered Bonds (in an appropriate quantity) by attaching the applicable Final Terms to a copy of the applicable master Definitive Registered Covered Bond(s) and authenticates the same. The Registrar, in the case of an issue of Registered Covered Bonds pursuant to Section 4(a)(2) of the Securities Act, ensures that it collects from the investor(s) an institutional accredited investor representation letter in the appropriate form. The Registrar enters details of the principal amount of Covered Bonds to be issued and the registered holder(s) of such Covered Bonds in the Register and in the case of Registered Global Covered Bonds to be held under the NSS, instructions to the ICSDs to reflect such details in their records..</p>

Day	London time	Action
		<p>Each Registered Global Covered Bond registered in the name of the nominee for DTC or CDS is then delivered by, or on behalf of, the Registrar to a custodian for DTC or CDS, as applicable, to credit the principal amount of the relevant Tranche of Covered Bonds to the appropriate participants' accounts of DTC or CDS, as applicable previously notified by the Relevant Dealer and each Registered Global Covered Bond registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg and instructions are given by the Issuing and Paying Agent to Euroclear or, as the case may be, Clearstream, Luxembourg to credit the Covered Bonds represented by the relevant Global Covered Bond to the Issuing and Paying Agent's distribution account.</p>
Issue Date:		<p>The Relevant Dealer instructs DTC or CDS, as applicable, to credit the interests in any Global Covered Bond(s) registered in the name of a nominee for DTC or CDS, as applicable, to such accounts as the Relevant Dealer has previously notified to DTC or CDS, as applicable. The Issuing and Paying Agent further instructs Euroclear or, as the case may be, Clearstream, Luxembourg to debit from the distribution account the nominal amount of any Global Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg and to credit that nominal amount to the account of the Relevant Dealer with Euroclear or Clearstream, Luxembourg against payment to the account of the Issuing and Paying Agent of the purchase price for those Covered Bonds for value on the Issue Date. The Relevant Dealer gives corresponding instructions to Euroclear and Clearstream, Luxembourg.</p> <p>The relevant clearing systems debit (if applicable) and credit accounts in accordance with instructions received by them.</p> <p>The Closing Bank receives payment for the account of the Issuer and for value on the Issue Date of the aggregate amount paid to it by DTC, CDS or, as the case may be the Relevant Dealer through its paying bank in respect of any Global Covered Bonds registered in the name of a nominee for DTC or CDS, as applicable. The Issuing and Paying Agent pays to the Issuer for value on the Issue Date the aggregate purchase moneys received by it in respect of any Global Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg to the account of the Issuer previously notified to the Issuing and Paying Agent.</p>
On or subsequent to the Issue Date:		<p>The Registrar notifies the Issuer immediately in the event that a Dealer does not pay the purchase price due from it in respect of the Covered Bonds.</p>



Day	London time	Action
		<p>The Issuing and Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.</p>
		<p>The Relevant Dealer notifies the Issuing and Paying Agent, the Issuer, the Guarantor, the Bond Trustee, the Registrar, DTC, CDS, Euroclear and/or Clearstream, Luxembourg, as the case may be, of the date of the end of the Distribution Compliance Period with respect to the relevant Tranche of Regulation S Covered Bonds.</p>

## PART 2A

### SETTLEMENT PROCEDURES FOR ISSUES OF BEARER COVERED BONDS CLOSED ON A SYNDICATED BASIS

The procedures set out below for the period up to and including “Issue Date minus 2” apply to all syndicated closings whatever the currency concerned. The timing of the procedures to take place thereafter varies by reference to the deadlines imposed by the Issuing and Paying Agent, the Common Depository or, as the case may be, the Common Service Provider and the ICSDs for the particular currency concerned and it is not possible to specify all variations in this memorandum.

Accordingly, all parties should contact each other as early as possible in the process to agree the relevant settlement deadlines. In particular, the Issuing and Paying Agent, the Bond Trustee, the ICSDs and the Common Depository or, as the case may be, the Common Safekeeper and Common Service Provider should be involved in these discussions.

The procedures and timings set out below to take place on the Issue Date relating to an illustrative syndicated closing of securities denominated in euro. Whilst the procedures will apply to all syndicated closings in whatever currency, the timings will vary significantly and, in many cases, steps will need to be taken on Issue Date minus 1.

**Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.**

#### **Prior to launch**

The Issuer and the Relevant Dealer(s) agree whether Covered Bonds are to be offered in Canada or subject to certification of non-Canadian beneficial ownership upon exchange of the Temporary Global Covered Bond for a Permanent Global Covered Bond or Definitive Covered Bonds after the Exchange Date.

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and, if so, this will alter the timetable suggested below.

#### **At or Shortly After Launch**

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

<b>Day</b>	<b>London time</b>	<b>Action</b>
No later than Issue Date minus 3	5:00 p.m.	The Issuer may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Part 2A includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the “ <b>Lead Manager</b> ”) for the issue and purchase of Covered Bonds to be subscribed under a Subscription Agreement (whether pursuant to an unsolicited bid from by such Lead Manager or pursuant to an enquiry by the Issuer). The Lead Manager may invite other Dealers (new and additional)

Day	London time	Action
		<p>approved by the Issuer to join an underwriting syndicate either on the basis of an invitation telex agreed between the Issuer and the Lead Manager or on the terms of the Final Terms referred to below and the Subscription Agreement. The Lead Manager and any such Dealers are together referred to as the “<b>Managers</b>”.</p> <p>The Issuer and the Lead Manager agree a form of Final Terms which is submitted to the lawyers rendering a legal opinion in connection with the relevant issue for approval. A draft Subscription Agreement is also prepared and agreed. The Subscription Agreement may, if so agreed, be called by another name. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and Dealership Agreement to each other Manager which has not previously received these documents if so requested by any such Manager.</p> <p>The Lead Manager instructs the Issuing and Paying Agent to obtain a common code and ISIN or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.</p> <p>The Lead Manager delivers its allotment list to each of the ICSDs.</p>
Issue Date minus 2	2.00 p.m.	<p>In the case of Covered Bonds which are to be listed on a Stock Exchange, the Issuing and Paying Agent notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by and of the details of the Covered Bonds to be issued by sending the Final terms to the relevant Stock Exchange and/or any other relevant authority, as the case may be.</p> <p>If the Covered Bonds are to be admitted to trading on the London Stock Exchange, the Issuer shall file the Final Terms with the UK Listing Authority along with an application for admission to the Official List and the Issuing and Paying Agent shall file the Final Terms with the London Stock Exchange, and, if permitted by applicable legislation or stock exchange rules, with the UK Listing Authority on behalf of the Issuer.</p>
	3.00 p.m.	<p>In the case of Floating Rate Covered Bonds, the Issuing and Paying Agent notifies the ICSDs, the Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the Lead Manager of the Rate of Interest for the first Interest Period (if already determined).</p>

<b>Day</b>	<b>London time</b>	<b>Action</b>
		Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.
No later than Issue Date minus 2	5.00 p.m.	The Lead Manager provides all necessary payment instructions and contact details to the ICSDs and to the Common Depository or the Common Service Provider, as the case may be.
Issue Date minus 2 (in the case of pre-closed issues) or Issue date minus 1 (in any other case)	Agreed time	The Subscription Agreement and the Final Terms are agreed and executed and a copy of the Final Terms is sent by electronic communication to the Issuing and Paying Agent which shall act as the Issuing and Paying Agent's authorization (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Operating and Administrative Procedures and the Agency Agreement including preparing and authenticating either (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms, a Permanent Global Covered Bond for the Series, in each case giving details of the Covered Bonds. The Issuing and Paying Agent forwards a copy of the signed Final Terms to the Common Depository or the Common Service Provider, as the case may be.

**The timings set out below relate to a syndicated closing of Covered Bonds denominated in euro only.**

Issue Date	10.00 a.m.	For Eurosystem-eligible Covered Bonds, the Issuing and Paying Agent instructs the conditional mark up of the issue outstanding amount of the Global Covered Bond to each ICSD through the Common Service Provider.
	12.00 noon	The Issuing and Paying Agent prepares and authenticates a Temporary Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and/or, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms. Each Global Covered Bond which is a CGCB is then delivered by the Issuing and Paying Agent to the Common Depository.  Each Global Covered Bond which is a CGCB is then delivered by the Issuing and Paying Agent to the Common

Depository.

Each Global Covered Bond which is a Eurosystem-eligible Covered Bond is then delivered by the Issuing and Paying Agent to the Common Safekeeper, together with an effectuation instruction, if applicable.

1.00 p.m. In the case of each Global Covered Bond which is a Eurosystem-eligible Covered Bond, the Common Safekeeper confirms deposit and effectuation (if applicable)<sup>+++</sup> of the Global Covered Bond to the Issuing and Paying Agent, the Common Service Provider and the ICSDs.

2.30 p.m. The Lead Manager confirms that all conditions precedent in the Subscription Agreement and the Dealership Agreement have been satisfied and/or waived to the Common Depository or the Common Service Provider, as the case may be, and, in the case of an issue of Eurosystem-eligible Covered Bonds, authorizes the Common Service Provider to relay the Issuing and Paying Agent's mark up instruction to the ICSDs.

3.00 p.m. Payment is released to the Issuer by the Common Service Provider or the Common Depository, as the case may be.

5.00 p.m. In the case of an issue of Eurosystem-eligible Covered Bonds, the Common Service Provider relays the Issuing and Paying Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.

In the case of an issue of CGCBs, the Common Depository confirms deposit of the Global Covered Bond to the ICSDs.

According to ICSD settlement procedures The ICSDs debit and credit accounts in accordance with instructions received from the Lead Manager and the allottees and, in the case of Eurosystem-eligible Covered Bonds, mark up their records appropriately.

On or subsequent to the Issue Date

The Issuing and Paying Agent notifies the Issuer of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented thereby.

The Issuing and Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.

The Issuing and Paying Agent forwards a copy of the signed Final Terms to each ICSD.

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<sup>+++</sup> This assumes that an effectuation authorization has been delivered by the issuer to the Common Safekeeper (i.e. Euroclear or Clearstream, Luxembourg) at the establishment or update of the programme. If this is not the case, such an authorization should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible Covered Bonds under the Programme.

## Explanatory Notes to Annex I

- (a) Each day is a day on which banks and foreign exchange markets are open for business in London, counted in reverse order from the proposed Issue Date.
- (b) The Issue Date must be a Business Day. For the purposes of this Memorandum, “**Business Day**” means a day which is:
  - (i) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and any other place as is specified in the applicable Final Terms as a Financial Centre;
  - (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London or any Financial Centre and which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system is open; and
  - (iii) a day on which the ICSDs and any other relevant clearing system are open for general business.

## PART 2B

### SETTLEMENT PROCEDURES FOR ISSUES OF REGISTERED COVERED BONDS CLOSED ON A SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

*In the case of issued Registered Covered Bonds (other than issues of Regulation S Global Covered Bonds closing through DTC or CDS or Rule 144A Global Covered Bonds closing through DTC), the settlement procedures set out below can be replaced in part, at the discretion of the Issuing and Paying Agent, by the settlement procedures set out in Annex 1 Part 2A. Such election will be made by the Issuing and Paying Agent and communicated by electronic means to the Issuer and the Relevant Dealer(s).*

#### Prior to launch

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and, if so, this will alter the timetable suggested below.

#### At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 10 (or such other number of days agreed between the Issuer, the Lead Manager, the Issuing and Paying Agent and the Registrar)		<p>The Issuer may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Part 2B includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the “<b>Lead Manager</b>”) for the issue and purchase of Covered Bonds to be subscribed on a syndicated basis (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the Issuer). The Lead Manager invites other Dealers (new or additional) approved by the Issuer to join an underwriting syndicate either on the basis of an invitation telex agreed between the Issuer and the Lead Manager or on the terms of the Final Terms referred to below and the Subscription Agreement. The Lead Manager and such Dealers are together referred to as the “<b>Managers</b>”.</p> <p>The Lead Manager instructs the Registrar and/or the Issuing and Paying Agent to obtain the necessary security identification numbers. Each relevant number is notified by the Registrar and/or the Issuing and Paying Agent to the Issuer and the Lead Manager.</p> <p>The Issuer and the Lead Manager agree a form of Final Terms prepared by or on behalf of the Lead Manager which is submitted to the lawyers rendering a legal opinion in</p>

**Day****London time Action**

connection with the relevant issue for approval. A draft Subscription Agreement is also prepared and agreed. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and the Dealership Agreement to each other Manager which has not previously received those documents if so requested by any such Manager. The Subscription Agreement and Final Terms are agreed and executed and a copy of the Final Terms is sent by electronic communication to the Issuing and Paying Agent and the Registrar which shall act as the Issuing and Paying Agent's and the Registrar's authorization (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Operating and Administrative Procedures and the Agency Agreement including preparing, authenticating and issuing one or more Registered Global Bonds and/or (in the case of an issue of Registered Covered Bonds to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act) one or more Definitive Covered Bonds for each Tranche of Covered Bonds which are to be purchased by the Managers, giving details of such Covered Bonds.

In the case of Registered Global Covered Bonds to be registered in the name of a nominee for DTC or CDS, each Manager notifies DTC or CDS, as applicable, of the participation accounts to be credited with interests in the Registered Global Covered Bond(s) to be issued.

No later than 2.00 p.m.  
Issue Date minus  
3

Where permitted by applicable legislation or stock exchange rules, in the case of Covered Bonds which are to be listed on a Stock Exchange, the Issuing and Paying Agent notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication of the details of the Covered Bonds to be issued by sending the Final Terms to the relevant Stock Exchange and/or any other relevant authority, as the case may be.

5.00 p.m.

In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC or CDS, where the relevant Covered Bonds are denominated in U.S. dollars, the Lead Manager instructs DTC or CDS, as applicable, subject to further instructions, on the Issue Date, to debit its account, or such accounts as it directs and pay the purchase price for those Covered Bonds to the Issuer's account with the Closing Bank notified to DTC by the Lead Manager for such purpose.

In the case of any Registered Global Covered Bonds to be



Day	London time	Action
		<p>registered in the name of a nominee for DTC or CDS, where the relevant Covered Bonds are denominated in a Specified Currency other than U.S. dollars, the Lead Manager instructs its paying bank to pay the purchase price for those Covered Bonds to the account of the Issuer with the Closing Bank for value on the Issue Date.</p>
No later than Issue Date minus 2	3.00 p.m.	<p>In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the relevant Manager instructs Euroclear and/or Clearstream, Luxembourg to debit its account and pay the purchase price, against delivery of the relevant Covered Bonds, to the Issuing and Paying Agent's account with Euroclear and/or Clearstream, Luxembourg on the Issue Date and the Issuing and Paying Agent receives details of the instructions through the records of Euroclear and/or Clearstream, Luxembourg.</p> <p>In the case of Floating Rate Covered Bonds, the Issuing and Paying Agent notifies (as applicable) the Bond Trustee, the Registrar, the relevant clearing systems, the Issuer, (in the case of listed Covered Bonds) the relevant Stock Exchange and any other relevant authority and the Lead Manager by electronic communication of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
No later than Issue Date minus 1	2.00 p.m.	<p>If required by applicable legislation or stock exchange rules, the Issuer shall file the Final Terms with the UK Listing Authority along with an application for admission to the Official List and the Issuing and Paying Agent shall file the Final Terms with the London Stock Exchange, and, if permitted by applicable legislation or stock exchange rules, with the UK Listing Authority on behalf of the Issuer.</p>
Issue Date minus 1 (in the case of pre-closed issues) or Issue date (in any other case) (the "Payment Instruction Date")	agreed time	<p>The Registrar prepares and authenticates the Registered Global Covered Bond(s) for each Tranche of Covered Bonds which is to be purchased. The conditions precedent in the Subscription Agreement and the Dealership Agreement are satisfied or waived. In the case of an issue of Registered Covered Bonds to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act, the Registrar prepares the Definitive Registered Covered Bonds (in an appropriate quantity) by attaching the applicable Final Terms to a copy of the applicable master Definitive Registered Covered Bond(s) and authenticates the same. The Registrar, in the case of an issue of Registered Bonds pursuant to Section 4(a)(2) of the Securities Act, ensures that it collects from the investor(s) an institutional accredited investor representation letter in the</p>

**Day****London time Action**

appropriate form. The Registrar enters details of the principal amount of the Covered Bonds to be issued and the registered holder(s) of such Covered Bonds in the Register and in the case of Registered Global Covered Bonds to be held under the NSS, instructions to the ICSDs to reflect such details in their records.

Each Registered Global Note registered in the name of a nominee for DTC or CDS is then delivered by, or on behalf of, the Registrar to a custodian for DTC or CDS, as applicable, to credit the principal amount of the relevant Covered Bonds to the appropriate participants' accounts of DTC or CDS, as applicable, previously notified by the relevant Manager and each Registered Global Covered Bond registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg is then delivered to the common depository for Euroclear and Clearstream, Luxembourg and instructions are given by the Issuing and Paying Agent to Euroclear or, as the case may be, Clearstream, Luxembourg to credit the Covered Bonds represented by the relevant Global Covered Bond to the Issuing and Paying Agent's distribution account.

**Issue Date:**

The Lead Manager instructs DTC or CDS to credit the interests in any Global Covered Bond(s) registered in the name of a nominee for DTC or CDS, as applicable, to such participation accounts as have previously been notified to DTC or CDS, as applicable. The Issuing and Paying Agent further instructs Euroclear or, as the case may be, Clearstream, Luxembourg to debit from the distribution account the principal amount of any Global Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg and to credit that nominal amount to the account of the relevant Manager with Euroclear or Clearstream, Luxembourg against payment to the account of the Issuing and Paying Agent of the purchase price for those Covered Bonds for value on the Issue Date. The relevant Manager gives corresponding instructions to Euroclear or Clearstream, Luxembourg.

The relevant clearing systems debit (if applicable) and credit accounts in accordance with instructions received by them.

The Closing Bank receives payment for the account of the Issuer and for value on the Issue Date of the aggregate amount paid to it by DTC, CDS or, as the case may be, the Lead Manager through its paying bank in respect of any Global Covered Bonds registered in the name of a nominee for DTC or CDS, as applicable. The Issuing and Paying Agent pays to the Issuer for value on the Issue Date the aggregate purchase moneys received by it in respect of any Global

Day	London time	Action
On or subsequent to the Issue Date:		<p>Covered Bonds registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg to the account of the Issuer previously notified to the Issuing and Paying Agent for the purpose.</p> <p>If so requested, the Registrar notifies the Issuer and the Issuing and Paying Agent of the issue of Covered Bonds giving details of each Registered Global Covered Bond and the principal amount represented thereby.</p> <p>The Issuing and Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.</p> <p>Each other Manager which has purchased Covered Bonds notifies the Lead Manager when the distribution of the Covered Bonds purchased by it has been completed. The Lead Manager promptly notifies the Issuing and Paying Agent, the Issuer, the Guarantor, the Registrar, the Bond Trustee, CDS, DTC, Euroclear and Clearstream, Luxembourg, as the case may be, of the date of the end of the Distribution Compliance Period with respect to the relevant Tranche of Regulation S Covered Bonds.</p>

## SCHEDULE 9

### Form of Effectuation and Disposal Authorization

Canadian Imperial Bank of Commerce  
Commerce Court West  
199 Bay Street  
Toronto, Ontario  
Canada M5L 1A2

Toronto, Canada •, 201•

To: **[Euroclear Bank SA/NV  
New Issues Department  
1 Boulevard du Roi Albert II  
B-1210 Brussels, Belgium]**      OR      **[Clearstream Banking  
CSK-DESK  
Neue Börsenstrasse 8  
60487 Frankfurt am Main, Germany]**

Dear Sirs,

**Canadian Imperial Bank of Commerce  
CAD 20,000,000,000  
Global Covered Bond Programme**

**Unconditionally and irrevocably guaranteed as to payments by  
CIBC Covered Bond (Legislative) Guarantor Limited Partnership  
(a limited partnership formed under the laws of Ontario)  
(the “Programme”) (Programme number 000011734)**

With respect to each global covered bond representing securities issued under the Programme received from time to time by **[Euroclear Bank SA/NV / Clearstream Banking]** (the “CSK”) from ourselves or any agent acting on our behalf (each a “**Global Covered Bond**”), we hereby authorize and instruct the CSK to:

- (i) act as our agent with respect to the effectuation of each Global Covered Bond and, as such, sign each Global Covered Bond as the final act making such covered bond a valid security in accordance with the terms of such Global Covered Bond; and
- (ii) destroy each Global Covered Bond in accordance with the normal procedures of the CSK upon maturity and final redemption (or, in the case of each temporary global covered bond, full exchange for the relative permanent global covered bond) of such Global Covered Bond.

We expressly authorize the CSK to sub-delegate the effectuation authorization set out in paragraph (i) above to any other party acting for such CSK.

Very truly yours,

On behalf of Canadian Imperial Bank of Commerce

By: *[Signature of Authorized Officer of Issuer]*

[Print Name]  
[Street Address]  
[City]  
[Country]  
[Postal Code]  
[Phone Number]  
[E-mail]

By: *[Signature of Authorized Officer of Issuer]*

[Print Name]  
[Street Address]  
[City]  
[Country]  
[Postal Code]  
[Phone Number]  
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