

Covered Bond Swap Confirmation

April 22, 2020

To: CIBC Covered Bond (Legislative) Guarantor Limited Partnership,
acting by its managing general partner, CIBC Covered Bond (Legislative) GP Inc.
Brookfield Place, 11th Floor
161 Bay Street
Toronto, Ontario
Canada M5J 2S8

Attention: Wojtek Niebrzydowski, Vice President, Treasury

Fax No: 416-594-7192

From: Canadian Imperial Bank of Commerce

Re: **Covered Bond Transaction (re CAD 2,000,000,000 Floating Rate Covered Bonds due October 22, 2022 Series CBL31 (CUSIP: 13607GPY4; ISIN: CA13607GPY49) under CAD 60,000,000,000 Global Covered Bond Programme unconditionally and irrevocably guaranteed as to payments by CIBC Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, CIBC Covered Bond (Legislative) GP Inc.**

And Re: **Trade Reference Series CBL31**

Dear Sir or Madam,

The purpose of this letter is to confirm the terms and conditions of the transaction entered into between Canadian Imperial Bank of Commerce ("**Party A**") and CIBC Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, CIBC Covered Bond (Legislative) GP Inc. ("**Party B**") on the Trade Date specified below (the "**Transaction**"). This facsimile constitutes a "**Confirmation**" as referred to in the Agreement as specified below.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of April 22, 2020 (identified on page 1 thereof as the "Covered Bonds 2002 Master Agreement (Series CBL31)"), as amended and supplemented from time to time, between you and us (the "**Agreement**"). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "**Definitions**") are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern: (i) this Confirmation; (ii) the Second Amended and Restated Master Definitions and Construction Agreement dated June 18, 2019, between Canadian Imperial Bank of Commerce, CIBC Covered Bond (Legislative) Guarantor Limited Partnership, Computershare Trust Company of Canada, 8412413 Canada Inc., CIBC Covered Bond (Legislative) GP Inc., and Ernst & Young LLP and each other Person who may from time to time become a party thereto, as amended and supplemented from time to time (the "**Master Definitions and Construction Agreement**"); and (iii) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For the purposes of the Definitions, references herein to a "Transaction" shall be deemed to be references to a "Swap Transaction".

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date: April 20, 2020.

Effective Date: The earlier of (i) the date on which a Contingent Collateral Trigger Event occurs and (ii) the date on which a Covered Bond Swap Activation Event occurs; provided that the Effective Date will be such date on which a Covered Bond Swap Activation Event occurs if (a) Party A is also the lender under the Intercompany Loan Agreement, (b)(i) a Contingent Collateral Trigger Event has occurred in respect of Party A, (ii) a Contingent Collateral Notice is delivered in respect of such Contingent Collateral Trigger Event and, (iii) within 10 Toronto Business Days of the occurrence of such Contingent Collateral Trigger Event and for so long as a Contingent Collateral Trigger Event continues to exist, Party B has Contingent Collateral in respect of this Agreement, and (c) the Asset Coverage Test or the Amortization Test, as applicable, continues to be satisfied.

Covered Bond Swap Activation Event The earlier to occur of (a) an Issuer Event of Default and (b) a Guarantor Event of Default, together with the service of a Guarantor Acceleration Notice on the Issuer and on the Guarantor.

Termination Date: Unless terminated earlier by a Covered Bond Swap Early Termination Event, the earlier of:

- (a) the Final Maturity Date for (or, if earlier, the date of redemption or cancellation in whole, but not in part, of) the final Tranche of Series CBL31 or, if Party B notifies Party A prior to such Final Maturity Date of its inability to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount for such final Tranche of Series CBL31, the final date on which an amount representing the Final Redemption Amount for such final Tranche of Series CBL31 is paid (but in any event, not later than the Extended Due for Payment Date for such final Tranche of Series CBL31, if any) (the “**Scheduled Termination Date**”); and
- (b) the date designated therefor by the Bond Trustee and notified to Party A and Party B for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefrom in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 7.03, as modified by the Final Terms for Series CBL31.

Business Days: Toronto

Calculation Period In respect of Party B Floating Amounts, each Guarantor Calculation Period and in respect of Party A Floating Amounts, each Swap Provider Calculation Period.

Guarantor Calculation Period Each period from and including the last Business Day of each month to, but excluding, the last Business Day of the next succeeding month, provided that (a) the first Guarantor Calculation Period begins on, and includes, the Effective Date and (b) the final Guarantor Calculation Period shall end on, but exclude, the Termination Date, subject to adjustment in accordance with the Party B Business Day Convention.

Party B Floating Amounts

Floating Rate Payer: Party B.

Party B Payment Date: Each Guarantor Payment Date, commencing the first such date following the first Calculation Date which occurs after the Effective Date.

Party B Payment Amount: On each Party B Payment Date, Party B will pay in Canadian Dollars to Party A the product of:

- (a) the Party B Notional Amount for the Guarantor Calculation Period ending immediately preceding such Guarantor Payment Date;
- (b) Party B Day Count Fraction; and
- (c) the Party B Floating Rate.

Party B Notional Amount: For each Guarantor Calculation Period, the Party A Notional Amount on the first day of such Guarantor Calculation Period.

Party B Day Count Fraction: Actual/365 (Fixed)

Party B Business Day Convention: Following.

Party B Floating Rate: Party B Floating Rate Option *plus* Party B Base Spread.

Party B Floating Rate Option: CAD-BA-CDOR.

Party B Designated Maturity: 1 month.

Party B Reset Date The first day of each Guarantor Calculation Period

Party B Base Spread: ██████ per cent. per annum.

Party A Floating Amounts

Floating Rate Payer: Party A.

Party A Notional Amount: In respect of each Swap Provider Calculation Period, CAD2,000,000,000 *minus* the aggregate of each portion of the Final Redemption Amount for Series CBL31 that Party B paid or that was redeemed or cancelled pursuant to Condition 6.08, in each

	case, on or prior to the first day of such Swap Provider Calculation Period.
Swap Provider Calculation Period:	Each period from and including a Swap Provider Payment Date to, but excluding, the next following applicable Swap Provider Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Swap Provider Payment Date (as such term is defined without reference to the words “commencing the first such date after the Effective Date”) immediately preceding the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date, subject to adjustment in accordance with the Party A Business Day Convention.
Swap Provider Payment Date:	On or prior to the Final Maturity Date, the 22nd day of January, April, July and October of each year commencing the first such date after the Effective Date up to and including the Final Maturity Date for Series CBL31, and the 22nd day of each month after the Final Maturity Date for Series CBL31 until and including the Scheduled Termination Date (which, for greater certainty, may be a date other than the 22nd day of the month), subject, in each case, to adjustment in accordance with the Party A Business Day Convention.
Party A Payment Amount:	On each Swap Provider Payment Date for Series CBL31, Party A will pay to Party B the product of: <ul style="list-style-type: none"> (a) the Party A Notional Amount for the Swap Provider Calculation Period ending on, but excluding, such Swap Provider Payment Date; (b) the Party A Floating Rate Day Count Fraction for the Swap Provider Calculation Period ending on such Swap Provider Payment Date; and (c) the Party A Floating Rate.
Party A Floating Rate Day Count Fraction:	Actual/365 (fixed)
Party A Floating Rate	The greater of (i) the Party A Floating Rate Option plus Party A Spread and (ii) zero.
Party A Floating Rate Option	CAD-BA-CDOR
Party A Designated Maturity	Prior to the Final Maturity Date, 3 months, and on or after the Final Maturity Date, 1 month.
Party A Spread	Prior to the Final Maturity Date, 0.45% per cent. per annum and on or after the Final Maturity Date, 0.48% per cent. per annum.
Party A Reset Date	The first day of each Swap Provider Calculation Period.
Party A Business Day Convention:	Modified Following Business Day Convention.

Other Provisions

Calculation Agent: Party A.

Account Details

Account for payments to Party A in CAD:

Bank: Canadian Imperial Bank Commerce
SWIFT: [REDACTED]
For further credit account: [REDACTED]
Attention: [REDACTED]

Account for payments to Party B in CAD

Such account as directed by Party B.

Contact Details for notices

Party A As set out in Part 4 of the Agreement.

Party B As set out in Part 4 of the Agreement.

[Remainder of page intentionally left blank]

Confirmation

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

CANADIAN IMPERIAL BANK OF COMMERCE

By: "Wojtek Niebrzydowski"

Name: Wojtek Niebrzydowski
Title: Authorized Signatory

Confirmed as of the date first written above:

CIBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP,
acting by its managing general partner, **CIBC Covered Bond (Legislative) GP Inc.**

By: "Wojtek Niebrzydowski"

Name: Wojtek Niebrzydowski
Title: Authorized Signatory