

CANADIAN IMPERIAL BANK OF COMMERCE,
as Seller and initial Servicer

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Custodian

FIRST AMENDMENT TO THIRD AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT

Dated as of April 29, 2024

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FIRST AMENDMENT TO THIRD AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT made as of April 29, 2024 among **CANADIAN IMPERIAL BANK OF COMMERCE**, a Canadian chartered bank, as Seller and initial Servicer, and **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company governed by the laws of Canada, as agent, nominee and bare trustee for and on behalf of the Seller and the Co-Owners (the “Custodian”).

RECITALS:

- a) In the Third Amended and Restated Pooling and Servicing Agreement made as of July 27, 2020 between the Seller and the Custodian (the “**Original Agreement**”), the parties wish to amend the definition of “Ineligible Account” to exclude therefrom any *Mastercard*-branded Credit Card Account and any *Costco* co-branded or co-labelled *Mastercard*-branded Credit Card Account; and
- b) the parties wish to make the foregoing amendments and revisions to the Original Agreement pursuant to Section 12.2(2) of the Original Agreement in the manner provided for herein.

NOW THEREFORE, this Agreement witnesses that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, as follows:

1 Defined Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed thereto in the Original Agreement or incorporated by reference therein.

2 Amendment.

The Original Agreement is amended by deleting the definition of “**Ineligible Account**” in its entirety in Section 1.1 and in Section 3 of Exhibit “A” – Form of Assignment of Undivided Co-Ownership Interests in Account Assets under Additional Accounts, and replacing it with the following definition:

“**Ineligible Account**” shall mean, at any time, an Account that is (a) a Secured Account; (b) not payable in Canadian Dollars; (c) a co-branded or co-labelled *Visa*-branded Credit Card Account, other than an *Aeroplan* or *Air Canada* co-branded or co-labelled *Visa*-branded Credit Card Account; or (d) a co-branded or co-labelled *Mastercard*-branded Credit Card Account, other than a *Costco* co-branded or co-labelled *Mastercard*-branded Credit Card Account.

3 Representations and Warranties of Seller.

1. The Seller represents and warrants to and in favour of the Custodian as of the date hereof as follows:
 - a. it is validly existing under the laws of Canada and is duly qualified to carry on business in each jurisdiction in which the failure to be so would reasonably be expected to have a material adverse affect on the Seller;
 - b. it has full corporate power and capacity to enter into this Agreement and to do all acts and things as are required or contemplated of it hereunder;
 - c. it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and to do all acts and things as are required or contemplated of it hereunder;
 - d. this Agreement has been duly executed and delivered by it and constitutes its legally binding obligation enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium, arrangement and other laws affecting creditors’ rights generally and equitable principles of general applications (regardless of whether enforcement is sought in a proceeding at law or in equity); and

- e. the execution and delivery of this Agreement and compliance with its terms and conditions will not (i) result in a violation of its constating documents or by-laws or any resolutions passed by its board of directors or shareholders or any applicable law, rule, regulation, order, judgment, injunction, award or decree as a result of which a material adverse effect on the Seller would reasonably be expected to occur; (ii) result in a breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it is bound which would reasonably be expected to have a material adverse effect on the Seller; or (iii) require any approval or consent of, or any notice to or filing with, any Governmental Authority having jurisdiction except such as has already been given, filed or obtained, as the case may be.
2. The representations and warranties set forth in Section 3(1.) shall survive the Transfers of undivided co-ownership interests in the Account Assets to the Co-Owners and remain in full force and effect for the benefit of the Custodian.

4 Effect.

Except as specifically amended by this Agreement, the Original Agreement shall remain in full force and effect and is hereby ratified and confirmed.

5 References to the Original Agreement.

Any reference to the Original Agreement made in any document delivered pursuant thereto or in connection therewith shall be deemed to refer to the Original Agreement as amended, modified, supplemented, restated or replaced from time to time.

6 Governing Law.

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7 Execution Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by any party by electronic transmission, including portable document format (pdf), will be as effective as delivery of a manually executed copy of this Agreement by such party.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement.

CANADIAN IMPERIAL BANK OF COMMERCE, as Seller and initial Servicer

By: /s/ Andrew Stuart

Name: Andrew Stuart

Title: Senior Vice-President, Treasury

COMPUTERSHARE TRUST COMPANY OF CANADA as Custodian

By: /s/ Zhel Peters

Name: Zhel Peters

Title: Corporate Trust Officer

By: /s/ Stanley Kwan

Name: Stanley Kwan

Title: Associate Trust Officer

[First Amendment to the Third Amended and Restated Pooling and Servicing Agreement]

The undersigned hereby consents to the foregoing amendments.

MONTREAL TRUST COMPANY OF CANADA, as trustee of **CARDS II TRUST**, as Co-Owner, by its Financial Services Agent, **CANADIAN IMPERIAL BANK OF COMMERCE**

By: /s/ Andrew Maciel

Name: Andrew Maciel

Title: Authorized Signatory

[First Amendment to the Third Amended and Restated Pooling and Servicing Agreement]