

AMENDED AND RESTATED FINAL TERMS

THESE AMENDED AND RESTATED FINAL TERMS HAVE BEEN CREATED SOLELY AS A MATTER OF RECORD TO RECORD THE FINAL TERMS OF THE NOTES AS AT THE DATE OF ISSUE. NO OFFER OF ANY OF THE NOTES IS BEING MADE BY THE ISSUER PURSUANT TO THIS DOCUMENT OR OTHERWISE AND THE ISSUER DOES NOT ACCEPT ANY ADDITIONAL OBLIGATIONS TO NOTEHOLDERS IN RELATION TO THIS DOCUMENT.

UK MIFIR product governance / Retail investors, professional investors and ECPs target market

– Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"), and eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services, subject to the suitability and appropriateness obligations of the Distributor (as defined below) under COBS, as applicable. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the Distributor's suitability and appropriateness obligations under COBS, as applicable.

PRIIPs Regulation – PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area ("**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 MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, 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 Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Amended and Restated Final Terms dated 18 February 2025 amending the Final Terms dated 23 December 2024

**Canadian Imperial Bank of Commerce
Branch of Account: Main Branch, Toronto
Legal Entity Identifier: 2IGI19DL77OX0HC3ZE78**

**Issue of GBP 700,000 Preference Share Linked Notes due February 2032
under a Structured Note Issuance Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the prospectus dated January 26, 2024 and the supplements to the

Prospectus dated 1 March 2024, 31 May 2024, 30 August 2024 and 6 December 2024. This document constitutes the final terms of the Notes described herein and must be read in conjunction with the Prospectus dated January 24, 2025 which constitutes a base prospectus (the “**Prospectus**”), save in respect of the Conditions which are extracted from the prospectus dated January 26, 2024. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Conditions and the Prospectus dated January 24, 2025. The Prospectus is available for viewing during normal business hours at and copies may be obtained from the registered office of the Issuer at 81 Bay Street, CIBC Square, Toronto, Ontario, Canada M5J 0E7, and at the office of Fiscal Agent, Deutsche Bank AG, London Branch at Winchester House, 1 Great Winchester Street, London EC2N 2DB.

1.
 - (a) Series Number: SPUK 040
 - (b) Tranche Number 1
 - (c) Date on which the Notes become fungible: Not Applicable
2. Specified Currency: British Pounds Sterling (“**GBP**”)
3. Aggregate Nominal Amount:
 - (a) Series: GBP 700,000
 - (b) Tranche: GBP 700,000
4. Issue Price: 100.00 per cent. of the Aggregate Nominal Amount
5.
 - (a) Specified Denominations: GBP 1,000 and integral multiples of GBP 1 in excess thereof

Calculation of Interest and Redemption based on the Specified Denomination: Applicable
 - (b) Minimum Trading Size: Applicable. The Minimum Trading Size is GBP 1,000 in aggregate nominal amount
 - (c) Calculation Amount: GBP 1.00
6.
 - (a) Issue Date: 25 February 2025
 - (b) Trade Date: 17 December 2024
 - (c) Interest Commencement Date: Not Applicable
7. Maturity Date: 11 February 2032 or, if such date is not the day falling 10 Business Days after the Final Valuation Date, then the Maturity Date shall be the day falling 10 Business Days after the Final Valuation Date.

If the Preference Shares become subject to an Early Redemption Event, then the Maturity Date shall be the day falling 10 Business Days after the relevant Early Redemption Valuation Date.
8. Type of Notes:
 - (a) Interest: Not Applicable

(b) Redemption: Preference Share Linked Note

(Further particulars specified below in "PROVISIONS RELATING TO REDEMPTION")

(c) Bail-inable Notes: No

9. Date Board approval for issuance of Notes obtained: Not Applicable
10. Method of distribution: Non-syndicated
11. Asset Conditions: Preference Share Linked Asset Conditions applicable in accordance with Annex 5

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12. Fixed Rate Note: Not Applicable
13. Floating Rate Note: Not Applicable
14. Linked Interest Note: Not Applicable

PROVISIONS RELATING TO REDEMPTION

15. Redemption Determination Date(s): For the purposes of determining the Final Redemption Amount, the date falling 10 Business Days prior to the Final Redemption Date
- For the purposes of determining an Early Redemption Amount, the date falling 10 Business Days prior to the Early Redemption Date
16. Call Option: Not Applicable
17. Put Option: Not Applicable
18. Bail-inable Notes – TLAC Disqualification Event Call Option: Not Applicable
19. Early Redemption Amount: Fair Market Redemption Amount calculated in accordance with General Condition 5.4.
- Early Redemption Amount(s) of each Note: payable on redemption for tax reasons, on Event of Default or Illegality and Force Majeure or other early redemption in accordance with the Conditions
- (a) Hedge Amount: Not Applicable
- (b) Fair Market Value Redemption Amount Percentage: Not Applicable
20. Automatic (Autocall) Early Redemption for the purposes of General Condition 5.2 and Automatic Early Redemption Conditions (Annex 3): Not Applicable
21. Final Redemption Amount for the purposes of General Condition 5.1 (Final

Redemption) determined in accordance with:

PROVISIONS RELATING TO THE UNDERLYING(S) IF ANY

22. (a) Index Linked Note: Not Applicable

(b) Equity Linked Note: Not Applicable

(c) Fund Linked notes: Not Applicable

(d) Preference Share Linked Note: Applicable.

(i) Preference Share Issuer: Tower Securities Limited

A description of the Preference Share Issuer is contained in the Base Prospectus.

(ii) Information: The Preference Share Terms and Conditions are attached to these Final Terms.

The Articles of the Preference Share Issuer are available for inspection on request from Canadian Imperial Bank of Commerce, London Branch, 150 Cheapside, London, EC2V 6ET, Attention: Execution Management.

The Preference Share Value will be available on each Business Day on request from Canadian Imperial Bank of Commerce, London Branch, 150 Cheapside, London, EC2V 6ET, Attention: Execution Management

(iii) Preference Shares: UK Preference Shares Series 34, issued by the Preference Share Issuer

(iv) Preference Share Underlying: FTSE® 100 Index (Bloomberg Ticker: UKX Index)

EURO STOXX 50® Index (Bloomberg Ticker: SX5E Index)

(v) Final Valuation Date: 11 February 2032, provided that if there is an Early Preference Share Redemption Event as a result of the Preference Shares being redeemed following an Auto-Call Trigger Event in accordance with the Preference Share Terms and Conditions, the Final Valuation Date(s) will be the relevant Auto-Call Valuation Date(s) as set out in the Preference Share Terms and Conditions, being:

Preference Share Auto Call Valuation Date(s)
11 February 2027
11 February 2028
12 February 2029
11 February 2030
11 February 2031

11 February 2032

Provided further that if the Calculation Agent determines that any date for valuation of or any determination in respect of the Preference Share or of the underlying asset or reference basis (or any part thereof) for the Preference Shares otherwise falling on or about such day is delayed in accordance with the Preference Share Terms and Conditions of the Preference Shares for any reason, the Final Valuation Date(s) shall be deemed to be the final such delayed valuation date or determination date(s), all as determined by the Calculation Agent.

(vi) Valuation Time: 5:00pm (London time)

(vii) Additional Disruption Event:

(A) Change in Law: Applicable: Hedging Arrangements is Applicable

(B) Hedging Disruption: Applicable

(C) Increased Cost of Hedging: Applicable

(D) Insolvency Filing: Applicable

(viii) Early Redemption Notice Period Number: 10 Business Days following the Early Redemption Valuation Date

(a) Fair Market Value Redemption Amount: As specified in Preference Share Linked Condition 1.6(b)

(b) Extraordinary Events: Applicable

Merger Event is Applicable

Tender Offer is Applicable

Insolvency is Applicable

Nationalisation is Applicable

(e) Delivery: Cash Settlement

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. (a) Form: Registered Notes

Registered Form: Registered Global Note registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg

(b) Notes in New Global Note form No

24. Business Day Convention for the purposes of "Payment Business Day" election in accordance with General Condition 6.6 (*Payment Business Day*): Following Business Day Convention

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| 25. | Additional Financial Centre(s): | Toronto |
| 26. | Additional Business Centre(s): | Not Applicable |
| 27. | Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes and dates on which such Talons mature: | No |
| 28. | Redenomination (for the purposes of General Condition 11): | Not Applicable |
| 29. | Calculation Agent: | Canadian Imperial Bank of Commerce, Toronto

81 Bay Street, Canada Square, Toronto, Ontario M5J 0E7, Canada |
| 30. | Governing Law | English Law |
| 31. | (a) Relevant Index Benchmark: | Not Applicable |
| | (b) Specified Public Source: | Not Applicable |
| | (c) Impacted Index: | Not Applicable |
| | (d) Alternative Pre-Nominated Index: | Not Applicable |
| | (e) Close of Business: | Not Applicable |

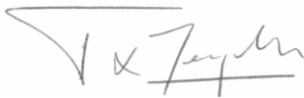
THIRD PARTY INFORMATION

The information included herein with respect to indices and/or formulas comprising, based on or referring to variations in the prices of one or more shares in companies, any other equity or non-equity securities, currencies or currency exchange rates, interest rates, credit risks, fund units, shares in investment companies, term deposits, life insurance contracts, loans, commodities or futures contracts on the same or any other underlying instrument(s) or asset(s) or the occurrence or not of certain events not linked to the Issuer or any other factors to which the Notes are linked (the "**Underlying**") consists only of extracts from, or summaries of publicly available information. The Issuer accepts responsibility that such extracts or summaries have been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the issuer, owner or sponsor, as the case may be, of such Underlying, no facts have been omitted that would render the reproduced extracts or summaries inaccurate or misleading. No further or other responsibility in respect of such information is accepted by the Issuer. In particular, neither the Issuer nor any Dealer accepts responsibility in respect of the accuracy or completeness of the information set forth herein concerning the Underlying of the Notes or that there has not occurred any event which would affect the accuracy or completeness of such information.

Signed on behalf of the Issuer:

By:

Duly authorized



By:

Duly authorized



PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

Listing and admission to trading: Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's main market with effect from Issue Date and to be listed on the Official List of the FCA.

2. RATINGS:

Ratings: The Notes to be issued have not been rated.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save as discussed in "Subscription and Sale" in the Base Prospectus and save for any fees payable to the Initial Authorised Offeror in connection with the issue of Notes, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer in the ordinary course.

5. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (a) Reasons for the offer: See the "Use of Proceeds" section of the Base Prospectus.
- (b) Estimated net proceeds: An amount equal to 98.95 per cent. of the final Aggregate Principal Amount of the Notes issued on the Issue Date. For the avoidance of doubt, the estimated net proceeds reflect the proceeds to be received by the Issuer on the Issue Date. They are not a reflection of the fees payable by/to the Dealer and/or the Authorised Offeror.
- (c) Estimated total expenses: GBP 975 (listing fee)

6. YIELD

Indication of yield: Not Applicable

7. PERFORMANCE OF RATES

Not Applicable.

8. PERFORMANCE OF PREFERENCE SHARE UNDERLYING AND OTHER INFORMATION CONCERNING THE PREFERENCE SHARE UNDERLYING

- (a) Preference Share Underlying: FTSE® 100 Index (Bloomberg Ticker: UKX Index)
EURO STOXX 50® Index (Bloomberg Ticker: SX5E Index)
- (b) Where past and future performance and volatility of the Preference Share Underlying can be found: The performance of the Preference Shares, and accordingly the Preference Share Linked Notes, is linked to the performance of the Preference Share Underlying. Information on the FTSE® 100 Index (including past and future performance and volatility) can be obtained from, free of charge:

<http://www.ftse.com/products/indices/uk>

Information on the EURO STOXX 50® Index (including past and future performance and volatility) can be obtained from, free of charge:

<http://www.stoxx.com/index.html>

9. DISTRIBUTION

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| (a) Method of distribution | Non-syndicated |
| (b) If syndicated: | Not Applicable |
| (c) If non-syndicated, name and address of Dealer: | <p>The following Dealer is procuring subscribers for the Notes:</p> <p>Canadian Imperial Bank of Commerce, London Branch, 150 Cheapside, London, EC2V 6ET</p> |
| (d) Indication of the overall amount of the underwriting commission and of the placing commission: | <p>No commissions are payable by the Issuer to the Dealer</p> <p>The fee payable by the Dealer to the Initial Authorised Offeror is up to 2.00 per cent. per Specified Denomination and may take the form of a commission or a discount to the purchase price in respect of such Notes.</p> |
| (e) U.S. Selling Restrictions: | <p>Reg. S Compliance Category 2</p> <p>TEFRA Not Applicable</p> |
| (f) Public Offer where there is no exemption from the obligation under the FSMA to publish a prospectus: | Applicable |
| (i) Offer Period: | <p>An offer of the Notes may be made other than pursuant to Article 3(2) of the UK Prospectus Regulation in the United Kingdom during the period from (and including) 30 December 2024 to (and including) 11 February 2025 (the “Offer Period”).</p> <p>See further Paragraph 12 below.</p> |
| (ii) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it: | <p>(i) Meteor Asset Management Limited, 24/25 The Shard, 32 London Bridge Street, London SE1 9SG, United Kingdom (the “Initial Authorised Offeror”)</p> <p>(ii) Any additional financial intermediary appointed by the Issuer and whose name is published on the Issuer’s website and identified as an Authorised Offeror in respect of the relevant Public Offer (each an “Additional Authorised Offeror” and, together with the Initial Authorised Offeror, the “Authorised Offerors”)</p> |
| (iii) General Consent: | Not Applicable |
| (iv) Other Authorised Offeror Terms: | Not Applicable |

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| (g) | Prohibition of Sales to EEA Retail Investors: | Applicable |
| (h) | Prohibition of Sales to UK Retail Investors | Not Applicable |
| (i) | U.S. Dividend Equivalent Withholding | Not Applicable. The Issuer has determined that the Notes (without regard to any other transactions) should not be subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder. |

10. OPERATIONAL INFORMATION

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| (a) | ISIN Code: | XS2967187423 |
| (b) | Temporary ISIN | Not Applicable |
| (c) | Common Code | 296718742 |
| (d) | Other applicable Note identification number | Not Applicable |
| (e) | Relevant clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s) | Not Applicable |
| (f) | Delivery: | Delivery against payment |
| (g) | Names and addresses of additional Paying Agent(s) (if any) | Not Applicable |
| (h) | Notes intended to be held in a manner which would allow Eurosystem eligibility: | No. While the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met |

11. UK BENCHMARKS REGULATION

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| (a) | UK Benchmarks Regulation: Article 29(2) statement on benchmarks: | <p>Amounts payable under the Notes are calculated by reference to a Preference Share which, in turn, references the FTSE® 100 Index which is provided by FTSE International Limited. As of the date of these Final Terms, FTSE International Limited is included in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmarks Regulation.</p> <p>Amounts payable under the Notes may be calculated by reference to EURO STOXX 50® Index which is provided by STOXX Limited. As at the date of these Final Terms, STOXX Limited does not appear on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority ("FCA") pursuant to Article 36</p> |
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of the UK Benchmarks Regulation (Regulation (EU) 2016/1011) as it forms part of UK domestic law by virtue of the European (Withdrawal) Act 2018 (as amended) (as amended, the “**UK Benchmarks Regulation**”).

As far as the Issuer is aware the transitional provisions in Article 51 of the UK Benchmarks Regulation apply, such that STOXX Limited is not currently required to obtain authorisation or registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).

12. TERMS AND CONDITIONS OF THE OFFER

(a) Offer Price:

Issue Price

(b) Conditions to which the offer is subject:

An offer of the Notes may be made by the Authorised Offeror(s) other than pursuant to Article 3(2) of the UK Prospectus Regulation in the United Kingdom (the “**UK Public Offer**”) during the Offer Period, subject to the conditions set out in the Base Prospectus.

GBP 700,000 in aggregate principal amount of the Notes will be issued and the criterion/condition for determining the final amount of Notes will be investor demand.

The Issuer may close the Offer Period before 11 February 2025 if the Notes are fully subscribed before such date.

The Issuer will publish a notice in accordance with the method of publication set out in Article 21(2) of the UK Prospectus Regulation in the event that the Offer Period is shortened as described above.

The Issuer reserves the right, in its absolute discretion, to cancel the offer and the issue of the Notes in the United Kingdom at any time prior to the Issue Date. In such an event, all application monies relating to applications for Notes under the UK Public Offer will be returned (without interest) to applicants at the applicant's risk by cheque, by wire transfer or by any other method as the Issuer deems to be appropriate, no later than 30 days after the date on which the UK Public Offer of the Notes is cancelled.

For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises its right to cancel the offer, such potential investor shall not be entitled to receive any Notes.

The Issuer shall publish a notice in accordance with the method of publication set out in Article 21(2) of the UK Prospectus Regulation in the event that the UK Public Offer is cancelled and the Notes are not issued in the United Kingdom pursuant to the above.

(c) Description of the application process:

Applications for the Notes may be made in the United Kingdom through the Authorised Offeror(s) during the Offer Period. The Notes will be placed into the United Kingdom by the Authorised Offeror(s).

Each prospective investor will subscribe for the Notes in accordance with the arrangements existing between the Authorised Offeror(s) and its customer relating to the subscription of securities generally and not directly with the Issuer.

The applications can be made in accordance with the Authorised Offeror's usual procedures. Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer or the Dealer related to the subscription for the Notes.

A prospective investor should contact the Authorised Offeror prior to the end of the Offer Period. A prospective investor will subscribe for Notes in accordance with the arrangements agreed with the Authorised Offeror relating to the subscription of securities generally.

There are no pre-identified allotment criteria. The Authorised Offeror will adopt allotment criteria that ensure equal treatment of prospective investors. All of the Notes requested through the Distributor during the Offer Period will be as otherwise specified herein.

The total amount of the securities offered to the public is GBP 700,000.

On or before the Issue Date, a notice pursuant to Article 17(2) of the UK Prospectus Regulation of the final aggregate principal amount of the Notes will be (i) filed with the FCA and (ii) published in accordance with the method of publication set out in Article 21(2) of the UK Prospectus Regulation.

Prior to making any investment decision, investors should seek independent professional advice as they deem necessary. If an investor in any jurisdiction other than the United Kingdom wishes to purchase Notes, such investor should (a) be aware that sales in the relevant jurisdiction may not be permitted; and (b) contact its financial adviser, bank or financial intermediary for more information.

- (d) Details of the minimum and/or maximum amount of the application:

The minimum amount of any subscription is GBP 1,000 in principal amount of the Notes and no maximum is applicable.

- (e) Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants:

The Issuer may decline applications and/or accept subscriptions which would exceed the aggregate principal amount of GBP 700,000, as further described below

It may be necessary to scale back applications under the UK Public Offer

In the event that subscriptions for Notes under the UK Public Offer are reduced due to over-subscription, the Issuer will allot Notes to applicants on a pro rata basis, rounded up or down to the nearest integral multiple of GBP 1.00 in principal amount of Notes, as determined by the Issuer, and subject

to a minimum allotment per applicant of the Calculation Amount.

The Issuer also reserves the right, in its absolute discretion, to decline in whole or in part an application for Notes under the UK Public Offer in accordance with all applicable laws and regulations and/or in order to comply with any applicable laws and regulations. Accordingly, an applicant for Notes may, in such circumstances, not be issued the number of (or any) Notes for which it has applied.

Excess application monies will be returned (without interest) to applicants at the applicant's risk by cheque, by wire transfer or by any other method as the Issuer deems to be appropriate.

The Issuer also reserves the right to accept any subscriptions for Notes which would exceed the aggregate principal amount of the Notes of GBP 700,000 and the Issuer may increase the aggregate principal amount of the Notes.

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| (f) Details of the method and time limits for paying up and delivering the Notes: | <p>Investors will be notified by the Authorised Offeror of their allocations of Note and the settlement arrangements in respect thereof. The Notes will be issued on the Issue Date on a delivery against payment basis.</p> <p>The Notes offered to investors will be issued on the Issue Date against payment by the Authorised Offeror, via the Dealer, to the Issuer of the gross subscription moneys. Each such investor will be notified by the Authorised Offeror, of the settlement arrangements in respect of the Notes at the time of such investor's application.</p> <p>The Issuer estimates that the Notes will be delivered to the investor's respective book-entry securities account on or around the Issue Date.</p> |
| (g) Manner in and date on which results of the offer are to be made public: | <p>The results of the offer will be known at the end of the Offer Period. On or before the Issue Date, a notice pursuant to Article 17(2) of the UK Prospectus Regulation of the final aggregate principal amount of the Notes will be (i) filed with the FCA and (ii) published in accordance with the method of publication set out in Article 21(2) of the UK Prospectus Regulation.</p> |
| (h) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: | Not Applicable |
| (i) Whether tranche(s) have been reserved for certain countries: | Not Applicable |
| (j) Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made: | <p>At the end of the Offer Period, applicants in the United Kingdom will be notified directly by the Authorised Offeror of the success of their application. No dealings in the Notes may take place prior to the Issue Date.</p> |

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| (k) Amount of any expenses and taxes charged to the subscriber or purchaser: | <p>Apart from the Offer Price, the Issuer is not aware of any expenses and taxes specifically charged to the subscriber or purchaser in the United Kingdom.</p> <p>For details of withholding taxes applicable to subscribers in the United Kingdom see the section entitled "United Kingdom" under "Taxation" in the Base Prospectus.</p> |
| (l) Name(s) and address(es), to the extent known to the Issuer, of the placers in the United Kingdom. | <p>The Notes may to be offered to the public in the United Kingdom by the Authorised Offerors:</p> <p>Initial Authorised Offeror: Meteor Asset Management Limited, 24/25 The Shard, 32 London Bridge Street, London SE1 9SG, United Kingdom.</p> |
| (m) Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: | <p>Not Applicable</p> |

ANNEX A – ISSUE SPECIFIC SUMMARY

Section A INTRODUCTION AND WARNINGS

- 1.1 **Name and international securities identifier number (ISIN) of the securities:** The Notes are GBP 700,000 Preference Share Linked Notes due February 2032 (ISIN: XS2967187423; Series number: SPUK 040) (the “Notes”).
- 1.2 **Identity and contact details of the issuer, including its legal entity identifier (LEI):** The Issuer is Canadian Imperial Bank of Commerce (“CIBC” or the “Issuer”), acting through its Main Branch, Toronto. CIBC’s address is 81 Bay Street, CIBC Square, Toronto, Ontario, Canada M5J 0E7 and its Legal Entity Identifier is 2IGI19DL77OX0HC3ZE78.
- 1.3 **Identity and contact details of the competent authority approving the Prospectus:** The Prospectus was approved on 26 January 2024 by the Financial Conduct Authority of the United Kingdom (the “FCA”), with its address at 12 Endeavour Square, London E20 1JN, England and telephone number: +44 207 066 1000.
- 1.4 **Date of approval of the Prospectus:** The Prospectus was approved on 26 January 2024 and may be amended and/or supplemented from time to time, including by prospectus supplements dated 1 March 2024, 31 May 2024, 30 August 2024 and 6 December 2024.
- 1.5 **Warning:** This summary is prepared in accordance with Article 7 of the Prospectus Regulation and should be read as an introduction to the Prospectus. Any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole by the investor, including any documents incorporated by reference and the Final Terms. In certain circumstances, the investor could lose all or part of the invested capital. Where a claim relating to the information contained or incorporated by reference in the Prospectus and the Final Terms is brought before a court, the plaintiff may, under the relevant national law where the claim is brought, have to bear the costs of translating the Prospectus and the Final Terms before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such Notes. You are about to purchase a product that is not simple and may be difficult to understand.

Section B KEY INFORMATION ON THE ISSUER

- 2.1 **Who is the Issuer of the securities?**
- 2.1.1 **Domicile and legal form, LEI, law under which the Issuer operates and country of incorporation:** The Issuer is a Schedule I bank under the *Bank Act* (Canada) (the “Bank Act”) and the Bank Act is its charter. The Issuer operates under Canadian law. The Issuer was formed through the amalgamation of The Canadian Bank of Commerce and Imperial Bank of Canada in 1961. The Canadian Bank of Commerce was originally incorporated as Bank of Canada by special act of the legislature of the Province of Canada in 1858. Subsequently, the name was changed to The Canadian Bank of Commerce and it opened for business under that name in 1867. Imperial Bank of Canada was incorporated in 1875 by special act of the Parliament of Canada and commenced operations in that year. The Issuer’s LEI is 2IGI19DL77OX0HC3ZE78.
- 2.1.2 **Issuer’s principal activities:** CIBC’s principal activities are Canadian Personal and Business Banking, Canadian Commercial Banking and Wealth Management, U.S. Commercial Banking and Wealth Management, and Capital Markets and Direct Financial Services. CIBC provides a full range of financial products and services to 14 million personal banking, business, public sector and institutional clients in Canada, the U.S. and around the world.
- 2.1.3 **Major shareholders, including whether it is directly or indirectly owned or controlled and by whom:** To the extent known to CIBC, CIBC is not directly or indirectly owned or controlled by any person. The Bank Act prohibits any person, or persons acting jointly or in concert, from having a “significant interest” in any class of shares of CIBC, that is, from beneficially owning more than 10% of the outstanding shares of the class either directly or through controlled entities, without the approval of the Minister of Finance of Canada. A person may, with the approval of the Minister of Finance, beneficially own up to 20% of a class of voting share and up to 30% of a class of non-voting share of CIBC, subject to a “fit and proper” test based on the character and integrity of the applicant. In addition, the holder of such a significant interest could not have “control in fact” of CIBC.
- 2.1.4 **Key managing directors:** The key managing directors of the Issuer are members of the Issuer’s Board of Directors. These are: Katharine B. Stevenson, Ammar Aljoundi, Charles J.G. Brindamour, Nanci E. Caldwell, Michelle L. Collins, Victor G. Dodig, Kevin J. Kelly, Christine E. Larsen, Mary Lou Maher, William F. Morneau, Mark W. Podlasly, François Poirier, Martine Turcotte and Barry L. Zubrow.
- 2.1.5 **Statutory auditors:** The statutory auditors and independent auditors of CIBC are Ernst & Young LLP.

2.2 **What is the key financial information regarding the issuer?** CIBC derived the key financial information included in the tables below as of and for the years ended 31 October 2024 and 2023 from CIBC's Annual Report 2024:

	<u>2024</u>	<u>2023</u>
	For the year ended 31 October	For the year ended 31 October
Financial results (C\$ millions)		
Net interest income	13,695	12,825
Non-interest income	11,911	10,498
Total revenue	25,606	23,323
Provision for credit losses	2,001	2,010
Non-interest expenses	14,439	14,349
Income before income taxes	9,166	6,964
Income taxes	2,012	1,931
Net income attributable to non-controlling interests	39	38
Net income	7,154	5,033
On- and off-balance sheet information (C\$ millions)		
Cash, deposits with banks and securities	302,409	267,066
Loans and acceptances, net of allowance for credit losses	558,292	540,153
Total assets	1,041,985	975,719
Deposits	764,857	723,376
Common shareholders' equity	53,789	48,006

2.3 **What are the key risks that are specific to the issuer:** The key risks relating to the Issuer are set out below:

- **Inflation, Interest Rates and Economic Growth:** As inflation eased in 2024, central banks began reducing interest rates in the back half of the year. While interest rates will gradually begin to provide financial relief to clients, unemployment continues to be a headwind. Commercial office real estate, particularly in the United States, continues to face challenges due to post COVID-19 hybrid work arrangements and high interest rates, negatively impacting office asset valuations. The impact of interest rates on Canadian mortgages is discussed under the risk factor entitled "Canadian consumer debt and the housing market" below and in the "Credit risk – Real estate secured personal lending" section on pages 63-65 of CIBC's 2024 Annual Report. CIBC is closely monitoring the macroeconomic environment and assessing its potential adverse impact on its clients, counterparties and businesses.
- **Geopolitical risk:** The level of geopolitical risk escalates at certain points in time. While the specific impact on the global economy and on global credit and capital markets would depend on the nature of the event, in general, any major event could result in instability and volatility, leading to widening spreads, declining equity valuations, flight to safe-haven currencies and increased purchases of gold. In the short run, market disruption could hurt the net income of CIBC's trading and non-trading market risk positions. Geopolitical risk could reduce economic growth, and in combination with the potential impacts on commodity prices and the recent rise of protectionism, could have serious negative implications for general economic and banking activities and may have adverse impacts on CIBC's business, results of operations and financial condition. Current areas of concern for CIBC and its business include: the war in Ukraine; conflict in the Middle East; ongoing U.S., Canada and China relations and trade issues; rising civil unrest and activism globally; and relations between the U.S. and Iran.

- **Climate Risk:** The physical effects of climate change along with regulations designed to mitigate its negative impacts will have a measurable impact on communities and the economy. The physical risks of climate change resulting from severe weather events and systemic issues such as rising sea levels can impact CIBC's profitability through disruptions in its own operations and damage to critical infrastructure. Transition risks, which arise as society adjusts towards a low-carbon future, can impact the financial health of its clients as changes in policy and technology aimed at limiting global warming can increase their operating costs and reduce profitability, while translating into potentially higher credit losses for CIBC. CIBC is also exposed to reputational risks due to changing stakeholder expectations related to action or inaction in addressing climate-related risks.
- **Technology, information and cyber security risk:** Financial institutions like CIBC are evolving their use of technology and business processes to improve the client experience and streamline operations. At the same time, cyber threats and the associated financial, reputational and business interruption risks have also increased. CIBC continues to actively manage these risks through strategic risk reviews, enterprise-wide technology and information security programs, with the goal of maintaining overall cyber-resilience that prevents, detects, and responds to threats such as data breaches, malware, unauthorized access, and denial-of-service attacks, which can result in damage to CIBC systems and information, theft or disclosure of confidential information, unauthorized or fraudulent activity, and service disruption at CIBC or its service providers, including those that offer cloud services.
- **The Issuer's results could be affected by legislative and regulatory developments in the jurisdictions where the Issuer conducts business:** As the Issuer operates in a number of jurisdictions and its activities are subject to extensive regulation in those jurisdictions, the Issuer's financial performance and position could be affected by changes to law, statutes, regulations or regulatory policies, rules or guidelines in those jurisdictions where the Issuer operates, including changes in their interpretation, implementation or enforcement.
- **Risks related to legal proceedings and other contingencies:** In the ordinary course of its business, the Issuer is a party to a number of legal proceedings, including regulatory investigations, in which claims for substantial monetary damages are asserted against the Issuer and its subsidiaries. It is possible that the Issuer could receive judicial or regulatory decisions or judgments that result in fines, criminal prosecution, damages and other costs that could damage its reputation and have a negative impact on the Issuer's results.
- **The Issuer relies on third parties to provide certain key components of its business infrastructure:** Third parties provide key components of the Issuer's business infrastructure such as Internet connections and network access and other voice or data communication services. Given the high volume of transactions the Issuer processes on a daily basis, certain errors may be repeated or compounded before they are discovered and successfully rectified. Despite any contingency plans the Issuer may have in place, the Issuer's ability to conduct business may be adversely impacted by a disruption in the infrastructure that supports the Issuer's businesses and the communities in which they are located.
- **Borrower and Counterparty Risk Exposure:** The ability of the Issuer to make payments in connection with any Notes is subject to general credit risks, including credit risks of borrowers. The failure to effectively manage credit risk across the Issuer's products, services and activities can have a direct, immediate and material impact on the Issuer's earnings and reputation.
- **Changes in financial markets, market rates and prices may adversely affect the value of financial products held by the Issuer:** The performance of financial markets may affect the value of financial products held by the Issuer. This market risk arises from positions in securities and derivatives held in the Issuer's trading portfolios, and from its retail banking business, investment portfolios and other non-trading activities. Market risk is the risk of economic financial loss in the Issuer's trading and non-trading portfolios from adverse changes in underlying market factors, including interest rates, foreign exchange rates, equity market prices, commodity prices, credit spreads, and customer behaviour for retail products.

Section C KEY INFORMATION ON THE SECURITIES

3.1 What are the main features of the securities?

3.1.1 Type and class of Notes and ISIN: The Notes are Preference Share Linked Notes. The Notes will be uniquely identified by ISIN: XS2967187423; Common Code: 296718742; Series Number: SPUK 040. The Notes do not bear interest. The amount payable (if any) on redemption of the Notes is linked to the performance of an underlying preference share issued by Tower Securities Limited (the "**Preference Share Issuer**"). The performance of such preference share is in turn linked to the performance of underlying indices, the FTSE 100 Index and the EURO STOXX 50® Index (the "**Preference Share Underlying**"), thereby providing investors in the Notes with a return linked to such underlying indices.

3.1.2 Currency, nominal amount/denomination, par value, aggregate nominal amount and term of the securities:

The currency of the Notes is British Pounds Sterling ("£" or "**GBP**"). The nominal amount per Note is GBP 1,000 and integral multiples of GBP 1.00. The minimum trading size is GBP 1,000. The calculation amount is GBP 1.00 per Note (the "**Calculation Amount**"). The Notes are issued in registered form in accordance with Regulation S and will initially be represented by a global note.

The aggregate nominal amount of the Notes to be issued is GBP 700,000. The Issuer may increase the aggregate principal amount of the Notes.

The term of the Notes is from the issue date to the Maturity Date. The scheduled maturity date (the "**Maturity Date**") of the Notes is 11 February 2032, subject to an early redemption of the Notes.

3.1.3 **Rights attached to the Notes:**

Governing Law: The governing law of the Notes is English law.

Calculation Agent: Canadian Imperial Bank of Commerce, Toronto Main Branch

The Notes will give each holder of Notes (a "**Noteholder**") the right to receive the following:

- **Interest:** The Notes do not bear or pay any interest.
- **Redemption:** The return on the Notes will derive from the payment of the redemption amount on the Maturity Date of the Notes, which is dependent upon changes in the market value of the Preference Shares, which may fluctuate up or down depending on the performance of the Preference Share Underlying as set out in the terms and conditions of the Preference Shares (the "**Preference Share Conditions**") and the financial condition and standing of the Preference Share Issuer.
- **Redemption Amount:** Unless previously redeemed or purchased and surrendered for cancellation, the Notes will be redeemed by the Issuer on the Maturity Date by payment of the Final Redemption Amount, which shall be an amount determined by the Calculation Agent on the Final Valuation Date in accordance with the following formula:

$$\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{Final}}}{\text{Preference Share Value}_{\text{Initial}}}$$

Where:

"**Final Valuation Date**" means 11 February 2032, provided that if there is an Early Preference Share Redemption Event as a result of the Preference Shares being redeemed following an Auto-Call Trigger Event in accordance with the Preference Share Conditions, the Final Valuation Date will be the relevant Auto-Call Valuation Date as set out in the Preference Share Conditions, being 11 February 2027, 11 February 2028, 12 February 2029, 11 February 2030, 11 February 2031 and 11 February 2032.

"**Preference Share Value**" means the value of a Preference Share, as determined by the Calculation Agent.

"**Preference Share Value_{Final}**" means the Preference Share Value of the Preference Share on the Final Valuation Date.

"**Preference Share Value_{Initial}**" means the Preference Share Value of the Preference Share on the Initial Valuation Date, being GBP 1.00.

- **Early redemption:** In certain circumstances (such as the Issuer receiving notice from the Preference Share Issuer or the Preference Share Calculation Agent that the Preference Shares will be redeemed early following the occurrence of certain events in relation to the Preference Shares or the Preference Share Issuer (such as an illegality, a change in law that results in the Preference Share Issuer being subject to additional regulation or an external event affecting an underlying asset to which the Preference Shares are linked)), the Issuer will redeem the Notes early at the Early Redemption Amount. The Calculation Agent may also determine the occurrence of an Extraordinary Event or Additional Disruption Event in relation to the Notes. Upon such determination, the Issuer may, at its option redeem the Notes in whole at the Early Redemption Amount, which is an amount calculated by the Calculation Agent equal to:

$$\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{Early}}}{\text{Preference Share Value}_{\text{Initial}}}$$

Where:

"**Early Preference Share Redemption Valuation Date**" means the second Business Day immediately preceding the date for early redemption of the Notes.

"**Preference Share Value_{Early}**" means the Preference Share Value of the Preference Share on the Early Preference Share Redemption Valuation Date.

"**Preference Share Value_{Initial}**" means the Preference Share Value of the Preference Share on the Initial Valuation Date, being GBP 1.00.

3.1.4 **Rights attached to the Preference Shares:**

- **Interest:** The Preference Shares do not bear or pay any interest.
- **Redemption:** The return on the Preference Share will derive from the potential payment of a Preference Share Final Redemption Amount following an early redemption of the Preference Share due to the occurrence of an Auto-Call Trigger

Event, and, unless the Preference Share has been previously redeemed or purchased and cancelled, the payment of the Preference Share Final Redemption Amount on the Preference Share Redemption Date of the Preference Share.

- **Preference Share Final Redemption Amount:** Subject to the provisions of the Articles and the Preference Share Conditions, in respect of each Preference Share, the Preference Share Final Redemption Amount is an amount expressed determined by the Calculation Agent equal to:

- (a) if the Preference Shares have not been redeemed prior to either: (i) the relevant Auto-Call Valuation Date occurring; or, as the case may be or (ii) the Valuation Date (and in each case an Auto-Call Trigger Event has occurred on such relevant Auto-Call Valuation Date, including the Valuation Date):

Notional Amount x Auto-Call Trigger Rate

in respect of the relevant Auto-Call Valuation Date, including, for the avoidance of doubt, the Valuation Date; or

- (b) if the Preference Shares have not been redeemed prior to the Valuation Date and an Auto-Call Trigger Event has not occurred on or prior to the Valuation Date and there has been a Knock-in Event:

Notional Amount x Worst Performing Index Performance

- (c) if the Preference Shares have not been redeemed prior to the Valuation Date and an Auto-Call Trigger Event has not occurred on or prior to the Valuation Date, and there has not been a Knock-in Event:

Notional Amount x 100%

Where:

“Auto-Call Barrier” means the product of (a) the Initial Index Level of such Index and (b) the Auto-Call Trigger Level in respect of the relevant Auto-Call Valuation Date.

“Auto-Call Trigger Event” means the Index Level of each of the Indices on an Auto-Call Valuation Date is **greater than or equal to** the Auto-Call Barrier.

“Auto-Call Trigger Level” means the percentage specified as such set out beside such Auto-Call Valuation Date in the second column of the table below:

Auto-Call Valuation Date	Auto-Call Trigger Level	Auto-Call Trigger Rate
11 February 2026	Not Applicable	Not Applicable
11 February 2027	105.00%	116.00%
11 February 2028	100.00%	124.00%
12 February 2029	95.00%	132.00%
11 February 2030	90.00%	140.00%
11 February 2031	85.00%	148.00%
11 February 2032	65.00%	156.00%

“Auto-Call Trigger Rate” means the percentage specified as such set out beside such Auto-Call Valuation Date in the third column of table in the definition of Auto-Call Trigger Level above.

“Auto-Call Valuation Date” means each day specified as such in the first column of table in the definition of Auto-Call Trigger Level above (other than, for the avoidance of doubt, the Valuation Date).

“Final Index Level” means the Index Level of such Index on the Valuation Date, or any Auto-Call Valuation Date.

“Index Performance” means $\left(\frac{\text{Final Index Level}}{\text{Initial Index Level}} \right)$

“Initial Index Level” means the Index Level of the Index on the Strike Date, being, in the case of the FTSE 100 Index, GBP 8,777.39 and in the case of the EURO STOXX 50® Index, EUR 5,390.91.

“Knock-in Barrier” means the product of (a) 65% and (b) the Initial Index Level of the relevant Index.

“Knock-in Event” means the Index Level of any one of the indices on the Valuation Date is **less than** the Knock-In Barrier.

“Notional Amount” means GBP 1.00 per Preference Share.

"Strike Date" means 11 February 2025.

"Valuation Date" means 11 February 2032.

"Worst Performing Index" means the Index having the lowest Index Performance, provided that if any of the Indices has the same Index Performance, the Calculation Agent shall determine which Index shall constitute the Worst Performing Index.

"Worst Performing Index Performance" means the Index Performance of the Worst Performing Index.

- **Early redemption:** In certain circumstances (such as an illegality, a change in law that results in the Preference Share Issuer being subject to additional regulation or an external event affecting an underlying asset to which the Preference Shares are linked)), the Preference Share Issuer may redeem the Preference Shares early at the Preference Share Early Redemption Amount, which is an amount calculated by the Calculation Agent as the fair market value of a Preference Share as of the Preference Share Early Valuation Date taking into account such factor(s) as the Calculation Agent determines appropriate.

3.1.4 Relative seniority of the securities in the Issuer's capital structure in the event of insolvency: The Notes are Senior Notes and constitute deposit liabilities of the Issuer for purposes of the Bank Act. The Notes will rank *pari passu* with all deposit liabilities of the Issuer (except as otherwise prescribed by law) without any preference amongst themselves. The Notes are not deposits insured under the CDIC Act. The Notes are not subject to Canada's bank resolution powers.

3.1.5 Description of restrictions on free transferability of the securities: The Notes are freely transferable (subject to all applicable laws). However, there are restrictions on the offer and sale of the Notes. The Issuer and Canadian Imperial Bank of Commerce, London Branch, 150 Cheapside, London EC2V 6ET (the "**Dealer**") have agreed restrictions on the offer, sale and delivery of the Notes and on distribution of offering materials in the European Economic Area, the United Kingdom, Canada and the United States of America.

3.2 Where will the securities be traded? Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Main Market of the London Stock Exchange plc ("**London Stock Exchange**") and to the Official List of the UK Financial Conduct Authority ("**FCA**") with effect on or around the issue date.

3.3 What are the key risks that are specific to the securities? Key risks relating to the Notes include:

- **Risks related to Preference Share Linked Notes:** The Final Redemption Amount of the Notes is dependent upon changes in the market value of the relevant Preference Shares, which may fluctuate up or down depending on (A) the performance of the FTSE 100 Index and the EURO STOXX 50® Index, as set out in the Preference Share Conditions and (B) the financial condition and standing of the Preference Share Issuer. If as a result of the performance of the Preference Share Underlying, the market value of the Preference Shares decreases, the value of the Notes will be adversely affected. This could negatively affect the value of the Preference Share and therefore the value of the Notes.

An investment in Notes does not confer any legal or beneficial interest in the Preference Shares or any Preference Share Underlying or any voting rights, right to receive dividends or other rights that a holder of the Preference Shares or any Preference Share Underlying may have. This means that potential losses in value of the Notes cannot be compensated by other income.

The Notes are not principal protected. They are exposed to the performance of the relevant Preference Shares and accordingly they risk losing all or a part of their investment if the value of the Preference Shares does not move in a positive direction.

In certain circumstances (such as the Issuer receiving notice from the Preference Share Issuer or the Preference Share Calculation Agent that the Preference Shares will be redeemed early following the occurrence of certain events in relation to the Preference Shares or the Preference Share Issuer (such as an illegality, a change in law that results in the Preference Share Issuer being subject to additional regulation or an external event affecting an underlying asset to which the Preference Shares are linked)), the Issuer will redeem the Notes early at the Early Redemption Amount in accordance with the Preference Share Linked Conditions, as determined by it or the Calculation Agent without the consent of the holders of the Notes. The Calculation Agent may determine the occurrence of an Extraordinary Event or Additional Disruption Event in relation to the Notes. Upon such determination, the Issuer may, at its option redeem the Notes in whole at the Early Redemption Amount.

- **Preference Share Linked Notes can also be early redeemed upon the occurrence of an Auto- Call Trigger Event, in which case, they shall be redeemed at the auto-call redemption amount:** If certain events occur in relation to the relevant Preference Share Underlying, the Preference Share Issuer and/or the Preference Share Calculation Agent (as applicable) may make adjustments to certain of the terms of the Preference Shares as it determines appropriate or, if it determines that it is unable to make any such adjustment, elect to redeem the Preference Shares early at their fair market value less any costs associated with the early redemption of the Preference Shares including the costs of unwinding any hedging arrangements relating to the Preference Shares or the Notes. The Notes will be subject to early redemption if a Preference Share Early Redemption Event occurs. Upon the occurrence of a Preference Share Early Redemption Event,

the Issuer will redeem the Notes at the Early Redemption Amount. The Early Redemption Amount may be less (and in certain circumstances, significantly less) than investors' initial investment in the relevant Notes and could be as low as zero.

- **The tax treatment of the Notes is uncertain:** The tax treatment of the Notes is uncertain and the tax treatment applicable to such Notes may change before the maturity, exercise or redemption (as applicable) of the Notes. Prospective investors should consult their own independent tax advisors before making an investment in the Notes.

Section D KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND/OR THE ADMISSION TO TRADING ON THE REGULATED MARKET

4.1 Under what conditions and timetable can I invest in these securities?

4.1.1 Terms and conditions of the offer: An offer of the Notes may be made in the United Kingdom during the period from (and including) 30 December 2024 to (and including) 11 February 2025 (the “Offer Period”). The Issuer may close the Offer Period prior to 11 February 2025 if the Notes are fully subscribed before such date. The Issuer reserves the right, in its absolute discretion, to cancel the offer and the issue of the Notes in the United Kingdom at any time prior to the Issue Date. The Offer Price of the Notes is the Issue Price.

4.1.2 Description of the application process: Applications for the purchase of Notes may be made by a prospective investor in the United Kingdom through the Authorised Offeror(s) during the Offer Period. Each prospective investor in the United Kingdom should ascertain from the Authorised Offeror when the Authorised Offeror will require receipt of cleared funds from it in respect of its application for the purchase of any Notes and the manner in which payment should be made to the Authorised Offeror.

4.1.3 Details of method and time limits for paying up and delivering the securities: Notes will be available on a delivery versus payment basis. The Issuer estimates that the Notes will be delivered to the purchaser's respective book-entry securities accounts on or around the issue date.

4.1.4 Manner in and date on which results of the offer are to be made public: On or before the Issue Date, a notice pursuant to Article 17(2) of the UK Prospectus Regulation of the final aggregate principal amount of the Notes will be (i) filed with the FCA and (ii) published in accordance with the method of publication set out in Article 21(2) of the UK Prospectus Regulation.

4.1.5 Issue date and admission to trading: The issue date of the Notes is 25 February 2025 and application will be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Main Market of the London Stock Exchange and to the Official List of the FCA with effect from on or around the issue date.

4.1.2 Estimated total expenses of the issue/offer, including estimated expenses charged to the purchaser by the Issuer/offeror: There are no estimated expenses charged to any purchaser by the Issuer. Canadian Imperial Bank of Commerce, London Branch is not paid a commission in connection with the distribution of the Notes.

4.2 Who is the offeror and/or the person asking for admission to trading?

4.2.1 Authorised Offeror(s): Meteor Asset Management Limited, 24/25 The Shard, 32 London Bridge Street, London SE1 9SG, United Kingdom (the “Initial Authorised Offeror”) and any additional financial intermediary appointed by the Issuer and whose name is published on the Issuer's website and identified as an Authorised Offeror in respect of the relevant Public Offer (each an “Additional Authorised Offeror” and, together with the Initial Authorised Offeror, the “Authorised Offeror(s)”).

4.2.2 Admission to trading: Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Regulated Market of the London Stock Exchange and to the Official List of the FCA with effect from on or around the issue date.

4.3 Why is this prospectus being produced?

4.3.1 Reasons for the issue, estimated net proceeds and use of proceeds: The Prospectus has been prepared in connection with a public offer of Notes in the United Kingdom and the admission of Notes to trading on a regulated market pursuant to the UK Prospectus Regulation. The net proceeds from the issue of the Notes, which are expected to be an amount equal to 98.95 per cent. of the final aggregate principal amount of the Notes issued on the Issue Date, will be used by the Issuer for its general corporate purposes.

4.3.2 Underwriting agreement on a firm commitment basis: The offer of the Notes is not subject to an underwriting agreement on a firm commitment basis.

4.3.3 Material conflicts pertaining to the issue/offer: In making calculations and determinations with regard to the Notes, there may be a difference of interest between the Noteholders and the Issuer, Canadian Imperial Bank of Commerce, London Branch and their affiliated entities. In particular, the Issuer, Canadian Imperial Bank of Commerce, London Branch and their affiliated entities may have interests in other capacities (such as other business relationships and activities) and

when acting in such other capacities may pursue actions and take steps that they deem necessary to protect their interests without regard to the consequences for any particular Noteholder, which may have a negative impact on the value of and return on the Notes. In the ordinary course of its business, the Issuer, Canadian Imperial Bank of Commerce, London Branch and/or any of their affiliates may effect transactions in relation to underlying asset(s) and may enter into one or more hedging transactions with respect to the Notes. Such activities may affect the market price, liquidity, value of or return on the Notes and could be adverse to the interest of the relevant Noteholders.

The Issuer acts as Calculation Agent. Under the Conditions, the Calculation Agent has discretion to make determinations, including whether a Barrier Event has occurred or not, whether an event giving rise to a Extraordinary Event or Additional Disruption Event has occurred in relation to the Notes and whether an Early Redemption Event has occurred.

ANNEX B

**ADDITIONAL PROVISIONS NOT REQUIRED BY THE PROSPECTUS RELATING TO THE
UNDERLYING PREFERENCE SHARE**

Terms and Conditions of the Underlying Preference Share

The following are the completed terms and conditions of the Preference Shares:

INDEX LINKED PREFERENCE SHARE CONDITIONS

The following are the terms and conditions (the “**Conditions**”) of the UK Preference Share Series 34 index linked redeemable preference shares (the “**Preference Shares**”) issued by Tower Securities Limited (the “**Company**”) on 20 February 2025. Terms not otherwise defined have the meanings given in Condition 1 (*Definitions*) below. References to a numbered Condition shall be to such numbered section of the Conditions.

In the event of any inconsistency between the Articles and these Conditions, these Conditions shall prevail.

1. DEFINITIONS

“**Adjustment Provisions**” means all relevant provisions of these Conditions which provide for any adjustment, delay, modification, cancellation or determination in relation to an Index, the valuation procedure for such Index or the Preference Shares. This shall include the provisions of Condition 11 (*Calculation Agent Modifications*) and all subsequent Conditions.

“**Affiliate**” means in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly the First Entity, or any entity directly or indirectly under common control with the First Entity. For these purposes “**control**” means ownership of the majority of the voting power of an entity.

“**Articles**” means the Articles of Association of the Company, as may be amended, supplemented or otherwise modified from time to time.

“**Associated Costs**” means, in respect of each Preference Share, an amount (subject to a minimum of zero) equal to its *pro rata* share (calculated on the basis of the proportion of the aggregate number of Preference Shares outstanding as at the Preference Share Early Valuation Date) as determined by the Calculation Agent of:

- (a) the total amount of any and all costs associated with or incurred by or to be incurred by the Company or the Calculation Agent in connection with or arising as a result of the redemption of the Preference Shares occurring on the Preference Share Early Redemption Date rather than the Preference Share Final Redemption Date, all as determined by the Calculation Agent;
- (b) without duplication, an amount which the Calculation Agent determines is appropriate in the context of any Related Financial Product to take into account the total amount of any and all actual and anticipated costs associated with or expected to be incurred by the issuer or obligor and/or Hedging Counterparty in relation to any Related Financial Product, in each case in connection with or arising as a result of the redemption of the Preference Shares occurring on the

Preference Share Early Redemption Date rather than the Preference Share Final Redemption Date, including, without limitation, any funding related costs and any costs associated with unwinding the Related Financial Product and/or any hedge positions relating to such Related Financial Product, all as determined by the Calculation Agent by reference to such source(s) as it determines appropriate; and

- (c) without duplication, any other fees and expenses payable by the Company which are attributable to the Preference Shares, all as determined by the Calculation Agent.

“Auto-Call Barrier” means the product of (a) the Initial Index Level of such Index and (b) the Auto-Call Trigger Level in respect of the relevant Auto-Call Valuation Date.

“Auto-Call Trigger Event” means an event which occurs if, in the determination of the Calculation Agent, the Index Level of each of the Indices on an Auto-Call Valuation Date is **greater than or equal to** the Auto-Call Barrier.

“Auto-Call Trigger Level” means, in respect of an Auto-Call Valuation Date, the percentage specified as such set out beside such Auto-Call Valuation Date in the second column of the table below:

Auto-Call Valuation Date	Auto-Call Trigger Level	Auto-Call Trigger Rate
11 February 2026	Not Applicable	Not Applicable
11 February 2027	105.00%	116.00%
11 February 2028	100.00%	124.00%
12 February 2029	95.00%	132.00%
11 February 2030	90.00%	140.00%
11 February 2031	85.00%	148.00%
11 February 2032 (the “Valuation Date” as further defined in this Condition 1)	65.00%	156.00%

“Auto-Call Trigger Rate” means, in respect of an Auto-Call Valuation Date, the percentage specified as such set out beside such Auto-Call Valuation Date in the third column of table in the definition of Auto-Call Trigger Level above.

“Auto-Call Valuation Date” means, subject to the Adjustment Provisions, each day specified as such in the first column of table in the definition of Auto-Call Trigger Level above (other than, for the avoidance of doubt, the Valuation Date), or if any such day is not a Scheduled Trading Day, the next following Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a

Disrupted Day then the provisions of Condition 12 (*Consequences of Disrupted Days*) shall apply.

“Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

“Calculation Agent” means Canadian Imperial Bank of Commerce (**“CIBC”**).

“Call and Put Period” means the period commencing on and including the Issue Date to and including the day after 25 February 2025 or, if such date is not a Business Day, the next following Business Day.

“Call and Put Redemption Amount” means GBP 1.00 per Preference Share.

“Designated Multi-Exchange Index” means an Index identified or specified as such in the definition of “Index” below.

“Disrupted Day” means: (a) where the Index is a Designated Multi-Exchange Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; or (b) where the Index is a Designated Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index, (ii) any Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred.

“Early Closure” means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange, as the case may be, at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange, as the case may be, on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange” means: (a) where an Index is a Designated Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the definition of “Index” below, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange); or (b) where an Index is a Designated Multi-Exchange Index, in relation to each component security of that Index (each a **“Component Security”**), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

“Exchange Business Day” means: (a) where an Index is not a Designated Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (b) where the Index is a Designated Multi-Exchange Index, any

Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index and (ii) each Related Exchange is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on any Related Exchange.

“Final Index Level” means, in relation to an Index and subject to the Adjustment Provisions, the Index Level of such Index on the Valuation Date for such Index, or for the purposes of determining whether an Auto-Call Trigger Event has occurred on any Auto-Call Valuation Date for such Index, the Index Level of such Index on the relevant Auto-Call Valuation Date for such Index.

“Hedging Counterparty” means CIBC or any Affiliate of CIBC or any other party (i) providing the Company directly or indirectly with hedging arrangements in relation to the Preference Shares and/or (ii) providing or entering into hedging arrangements in relation to any Related Financial Product (and which may, without limitation, be the principal obligor of a Related Financial Product).

“Index” means:

Index	Exchange	Bloomberg Code	Currency	Index Sponsor
FTSE 100 Index	London Stock Exchange	UKX Index	GBP	FTSE International Limited
EURO STOXX 50® Index	Eurex	SX5E Index	EUR	STOXX Limited

and together, the **“Indices”**. The EURO STOXX 50® Index is a Designated Multi-Exchange Index.

“Index Currency” means:

- (a) in respect of FTSE 100 Index , British pounds sterling (**“GBP”**); and
- (b) in respect of EURO STOXX 50® Index, Euro (**“EUR”**).

“Index Level” means, in respect of any day and subject to the Adjustment Provisions, the official closing level (which shall be deemed to be an amount in the Index Currency) of the Index on such day, all as determined by the Calculation Agent.

“Index Performance” means a percentage calculated by the Calculation Agent in respect of such date in accordance with the following formula:

$$\text{Index Performance} = \left(\frac{\text{Final Index Level}}{\text{Initial Index Level}} \right)$$

“Index Sponsor” means, in relation to an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day or any Successor Index Sponsor, as defined in Condition 13 (*Adjustments*).

“Initial Index Level” means, in relation to an Index, subject to the Adjustment Provisions, the Index Level of such Index on the Strike Date, being:

Index	Initial Index Level
FTSE 100 Index	GBP 8,777.39
EURO STOXX 50® Index	EUR 5,390.91

“Issue Date” means 20 February 2025.

“Knock-in Barrier” means the product of (a) 65 per cent. and (b) the Initial Index Level of the relevant Index.

“Knock-in Event” means, subject to the Adjustment Provisions, an event that occurs if, in the determination of the Calculation Agent, the Index Level of any one of the Indices on the Valuation Date is **strictly less** than the Knock-In Barrier.

“Market Disruption Event” means:

- (a) in respect of an Index other than a Designated Multi-Exchange Index:
 - (i) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
 - (A) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - I. on any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent. or more of the level of the relevant Index; or
 - II. in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
 - (B) any event (other than an event described in (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions in, or obtain market values for, on any relevant Exchange(s) securities/commodities that comprise 20 per cent. or more of the level of the relevant Index contracts, or (y) to effect

transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (ii) the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (b) in respect of a Designated Multi-Exchange Index either:
 - (i) the occurrence or existence, in respect of any Component Security, of:
 - I. a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour /period that ends at the relevant Valuation Time in respect of the Exchange in respect of such Component Security;
 - II. an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange in respect of such Component Security; or
 - III. an Early Closure in respect of such Component Security, which the Calculation Agent determines is material; and
 - IV. the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, comprises 20 per cent. or more of the level of the Index; or
 - (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption at any time during the one hour period that ends at the Valuation Time in respect of any Related Exchange, (B) an Exchange Disruption at any time during the one hour period that ends at the Valuation Time in respect of any Related Exchange or (C) an Early Closure, in each case in respect of such futures or options contracts and which the Calculation Agent determines is material.

“Notional Amount” means GBP 1.00 per Preference Share.

“Preference Share Early Redemption Amount” means, subject to the provisions of the Articles and the Conditions, in respect of each Preference Share, an amount expressed in the Settlement Currency calculated by the Calculation Agent as the fair market value

(calculated without taking into account the creditworthiness of the Company) of a Preference Share as of the Preference Share Early Valuation Date taking into account such factor(s) as the Calculation Agent determines appropriate, including, but not limited to, the relevant Preference Share Early Redemption Event after deducting any Associated Costs (to the extent not already reflected in such fair market value).

“Preference Share Early Redemption Date” means the day falling ten Business Days after the Preference Share Early Valuation Date.

“Preference Share Early Redemption Event” means the event that occurs if:

- (a) the Calculation Agent determines that for reasons beyond the Company’s control, the performance of the Company’s obligations under the Preference Shares has become illegal or impractical in whole or in part for any reason; or
- (b) any event occurs in respect of which the Adjustment Provisions provide the Preference Shares may be cancelled or redeemed; or
- (c) a change in applicable law or regulation occurs that in the determination of the Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in the Company being required to be regulated by any additional regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by the Company to be onerous to it; or
- (d) the Company is notified by any issuer or obligor of a Related Financial Product that such Related Financial Product has become subject to early redemption.

“Preference Share Early Redemption Notice” means a notice of early redemption of some or all of the Preference Shares given by or on behalf of the Company in accordance with Condition 6 (*Notices*).

“Preference Share Early Valuation Date” means the date specified as such in the relevant Preference Share Early Redemption Notice which shall fall not less than one day and not more than 180 days following the day such Preference Share Early Redemption Notice is given. The Preference Share Early Redemption Notice may provide that such date is subject to adjustment in accordance with certain disruption or adjustment events, as determined by the Calculation Agent.

“Preference Share Final Redemption Amount” means, subject to the provisions of the Articles and the Conditions, in respect of each Preference Share, an amount expressed in the Settlement Currency determined by the Calculation Agent equal to:

- (e) if the Preference Shares have not been redeemed prior to either:
 - (i) the relevant Auto-Call Valuation Date occurring; or, as the case may be
 - (ii) the Valuation Date,

and in each case an Auto-Call Trigger Event has occurred on such relevant Auto-Call Valuation Date, including the Valuation Date;

Notional Amount x Auto-Call Trigger Rate in respect of the relevant Auto-Call Valuation Date, including, for the avoidance of doubt, the Valuation Date; or

- (f) if the Preference Shares have not been redeemed prior to the Valuation Date and an Auto-Call Trigger Event has not occurred on or prior to the Valuation Date and there has been a Knock-in Event:

Notional Amount x Worst Performing Index Performance

- (g) if the Preference Shares have not been redeemed prior to the Valuation Date and an Auto-Call Trigger Event has not occurred on or prior to the Valuation Date, and there has not been a Knock-in Event:

Notional Amount x 100%

“Preference Share Final Redemption Date” means the day falling ten Business Days after the Valuation Date or, if earlier, the day falling ten Business Days after the relevant Auto-Call Valuation Date.

“Related Exchange” means, in respect of an Index, the exchange or quotation system specified as such in the definition of “Index” or any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Related Financial Product” means any financial product which references directly or indirectly the Preference Shares.

“Scheduled Closing Time” means, in respect of the relevant Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“Scheduled Trading Day” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Scheduled Valuation Date” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date, the Valuation Date or an Auto-Call Valuation Date.

“Settlement Currency” means British pounds sterling (“GBP”).

“Shareholder” means a holder of Preference Shares in accordance with the Articles.

“Strike Date” means, subject to the Adjustment Conditions, 11 February 2025 or if such date is not a Scheduled Trading Day the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, then the provisions in Condition 12 (*Consequences of Disrupted Days*) shall apply.

“Trading Disruption” means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange, as the case may be, or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on any Related Exchange.

“Valuation Date” means, in respect of an Index and subject to the Adjustment Provisions, 11 February 2032 or, if such date is not a Scheduled Trading Day the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, then the provisions of Condition 12 (*Consequences of Disrupted Days*) shall apply and for the avoidance of doubt, for the determination of an Auto-Call Trigger Event, the Valuation Date shall be an Auto-Call Valuation Date.

“Valuation Time” means the Scheduled Closing Time on the relevant Exchange on the Strike Date, the Valuation Date or an Auto-Call Valuation Date, as the case may be. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“Worst Performing Index” means the Index having the lowest Index Performance, provided that if any of the Indices has the same Index Performance, the Calculation Agent shall determine which Index shall constitute the Worst Performing Index.

“Worst Performing Index Performance” means the Index Performance of the Worst Performing Index.

2. REDEMPTION AND PAYMENT

The Preference Shares shall not be redeemed except as provided for in the Conditions and Article 49.1 (*Redemption of Redeemable Preference Shares*) of the Articles shall not apply.

The method for determining the Preference Share Final Redemption Amount or the Preference Share Early Redemption Amount shall be as set out in the Conditions and Article 49.4 (*Redemption of Redeemable Preference Shares*) of the Articles shall not apply.

The Preference Share Final Redemption Amount or Preference Share Early Redemption Amount, as the case may be, may not be less than GBP 0.0001 and will be rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards, provided that in the case of Preference Shares redeemed at the same time by the same Shareholder, such rounding shall only occur following calculation of the aggregate amounts due in respect of such Preference Shares.

2.1 FINAL REDEMPTION

If the Preference Shares have not:

- (a) been previously redeemed in accordance with Condition 2.3 (*Company Call*), Condition 2.4 (*Shareholder Put*) or Condition 3 (*Early Redemption if there is a Preference Share Early Redemption Event*); or
- (b) become redeemable under Condition 3 (*Early Redemption if there is a Preference Share Early Redemption Event*),

each Shareholder shall have the right exercisable from and including the relevant Auto-Call Valuation Date on which an Auto-Call Trigger Event has occurred (or, if no Auto-Call Trigger Event occurs prior to the Valuation Date, the Valuation Date) to and including the Preference Share Final Redemption Date, by giving notice to the Company, to require the Company immediately to pay or cause to be paid, and if that right is not exercised, the Company will pay or cause to be paid on the Preference Share Final Redemption Date, the Preference Share Final Redemption Amount in respect of each Preference Share in the Settlement Currency, subject to applicable laws, the Articles and the Conditions.

2.2 PAYMENT ON A WINDING UP OR RETURN OF CAPITAL

The provisions of Articles 47.1 (*Capital*) and 47.2 (*Capital*) shall apply to the Preference Shares.

2.3 COMPANY CALL

The Company shall have the right exercisable during the Call and Put Period to redeem compulsorily all of the then outstanding Preference Shares at the Call and Put Redemption Amount payable on the date that right is exercised in accordance with the Articles, the Conditions and in the manner determined by the Company.

Upon the Company exercising its right in accordance with Condition 2.3, it shall give a Preference Share Early Redemption Notice as soon as practicable to Shareholders in accordance with Condition 6 (*Notices*) of the early redemption of each of the then outstanding Preference Shares.

2.4 SHAREHOLDER PUT

If the Company has not given notice of its right to redeem compulsorily the Preference Shares in accordance with Condition 2.3 (*Company Call*), each Shareholder shall have the right exercisable during the Call and Put Period, by giving notice to the Company, to have all of its outstanding Preference Shares redeemed at the Call and Put Redemption Amount payable on the date that right is exercised in accordance with the Articles, the Conditions and in the manner determined by the Company.

Upon the occurrence of a Shareholder exercising its right in accordance with Condition 2.4, the Company shall give a Preference Share Early Redemption Notice as soon as practicable to Shareholders in accordance with Condition 6 (*Notices*) of the early redemption of each of the then outstanding Preference Shares.

3. **EARLY REDEMPTION IF THERE IS A PREFERENCE SHARE EARLY REDEMPTION EVENT**

If the Company, or the Calculation Agent on behalf of the Company, determines that there is a Preference Share Early Redemption Event falling within paragraphs (a) to (c) of the definition of Preference Share Early Redemption Event, the Company, or the Calculation Agent on behalf of the Company, may, but shall not be obliged to elect to redeem early the outstanding Preference Shares by giving a Preference Share Early Redemption Notice to Shareholders in accordance with Condition 6 (*Notices*) below, and if the Company, or the Calculation Agent on behalf of the Company, determines that there is a Preference Share Early Redemption Event falling within paragraph (d) of that definition then the Company, or the Calculation Agent on behalf of the Company, must redeem early the Preference Shares by giving a Preference Share Early Redemption Notice to Shareholders in accordance with Condition 6 (*Notices*) below.

For the purposes of this Condition 3 only, following the delivery of a Preference Share Early Redemption Notice, each Shareholder shall have the right exercisable from and including the Preference Share Early Valuation Date to and including the Preference Share Early Redemption Date to require the Company to redeem the Preference Shares immediately (and if that right is not exercised the Company will redeem all of the Preference Shares on the Preference Share Early Redemption Date) at the Preference Share Early Redemption Amount in respect of each Preference Share, subject to applicable laws, the Articles and the Conditions.

4. **DIVIDENDS**

In accordance with the Articles, no dividends will be paid in respect of the Preference Shares.

5. **FURTHER PREFERENCE SHARES**

The Company shall be entitled to issue further Preference Shares from time to time to be consolidated and form a single class with the Preference Shares **provided that** the rights conferred upon the Shareholders shall not be varied, amended or abrogated by the creation, allotment or issue of any further Preference Shares of the same class as the Preference Shares or any different class.

6. **NOTICES**

Notices to Shareholders shall be delivered to Shareholders at the address for each Shareholder set out in the register of members of the Company with a copy to the Calculation Agent. Any such notice will become effective on the first calendar day after such delivery to such address. Where a notice is being delivered in accordance with Condition 3 (*Early Redemption if there is a Preference Share Early Redemption Event*), such notice shall specify the relevant Preference Share Early Valuation Date. A copy of any Preference Share Early Redemption Notice shall also be delivered to any Hedging Counterparty.

Notices to the Company shall be delivered to the Company at the address of the registered office of the Company with a copy to the Calculation Agent. Any such notice will become effective on the first calendar day after such delivery to such address.

7. CALCULATIONS AND DETERMINATIONS

Any calculations, determinations and adjustments to be made in relation to the Conditions shall (a) unless otherwise specified, be made by the Calculation Agent and in such a manner as the Calculation Agent determines is appropriate acting in good faith and in a commercially reasonable manner (having regard in each case to the criteria stipulated in the Conditions and the hedging arrangements entered into with any Hedging Counterparty) and (b) be final and binding upon the Company, the Shareholders and any Related Financial Product investors and the Calculation Agent shall not have any liability to the Company, the Shareholders or any Related Financial Product investors in respect of any calculation, determination or adjustment made or provided by it.

Notwithstanding that certain calculations, determinations and adjustments in the Conditions may be expressed to be on a certain date, the Calculation Agent may make such calculations, determinations and adjustments in respect of that date on a date after that date determined by it in its discretion.

Pursuant to the Conditions the Calculation Agent has a number of discretions. These are necessary since certain circumstances or the occurrence of certain events may materially affect the costs to the Company and/or a Hedging Counterparty (including in relation to any Related Financial Product) and/or any issuer or obligor of a Related Financial Product of maintaining the Preference Shares or a Related Financial Product or hedging arrangements for the Preference Shares or a Related Financial Product, in each case before and after the occurrence of such event in a way which has not been reflected in the pricing of the Preference Shares and/or the Related Financial Product. In addition, certain circumstances may arise where it is not reasonably practicable or otherwise not appropriate for certain valuations to be carried out in relation to relevant reference assets and in these circumstances the Calculation Agent also may exercise certain discretions.

8. SEVERABILITY

Should any one or more of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

9. GOVERNING LAW AND JURISDICTION

The Conditions and all non-contractual obligations arising from or in connection with the Conditions shall be governed by and construed in accordance with English law. The English courts shall have exclusive jurisdiction to deal with any dispute and all non-contractual obligations arising from or in connection with the Conditions.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any rights to enforce any terms or conditions of the Preference Shares under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any

right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

11. CALCULATION AGENT MODIFICATIONS

The Calculation Agent will employ the methodology and comply with the provisions described in the Conditions to determine the amounts payable in respect of the Preference Shares. The Calculation Agent's determination in the application of such methodology and compliance with the provisions shall be final, conclusive and binding on the Company and Shareholders except in the case of manifest error.

The Calculation Agent shall be free to modify such methodology or provisions from time to time, acting in good faith and in a commercially reasonable manner, (1) as it deems appropriate in response to any market, regulatory, juridical, fiscal or other circumstances which may arise which, in the opinion of the Calculation Agent, necessitates or makes desirable (taking into account the interests of the Company and any obligor of a Related Financial Product) a modification or change of such methodology or provisions or (2) for the purposes of (i) preserving the intended economic terms of the Preference Shares or (ii) curing any ambiguity or correcting or supplementing any provision of the Conditions or (iii) accounting for any change in the basis on which any relevant values, levels or information is calculated or provided which would materially change the commercial effect of any provision or provisions of the Conditions or (iv) replacing any information provider or source or (v) making amendments to the provisions of a formal, minor or technical nature or (vi) correcting any manifest or proven errors or (vii) making such amendments to comply with mandatory provisions of any applicable laws, provided that no modification by the Calculation Agent constituting a variation (or deemed variation) of the rights of the Preference Shares (or any other class of shares of the Company) for the purposes of sections 630-640 of the Companies Act 2006 (including any statutory modification or re-enactment of it for the time being in force) and/or the Articles shall have effect unless previously approved in accordance with the Companies Act 2006 and the Articles.

Other than with respect to payments, where the Company fails to exercise any discretion or take any action provided to it in the Conditions when the exercise of such discretion or action would be necessary or desirable (as determined by the Calculation Agent), the Calculation Agent may exercise such discretion on its behalf.

12. CONSEQUENCES OF DISRUPTED DAYS

If any Scheduled Valuation Date is a Disrupted Day, then the Valuation Date, the Strike Date or any Auto-Call Valuation Date, as the case may be, for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and that Valuation Date for an Index affected by the occurrence of a Disrupted Day (an **"Affected Index"**) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to such Affected Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Index. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall, where applicable, determine the Reference Price using, in relation to the Affected Index, the level of that Index determined in the manner

set out in the applicable Final Terms or, if not set out or if not so practicable, using the level of that Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that eighth Scheduled Trading Day of each security/commodity comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity on that eighth Scheduled Trading Day, its good faith estimate of the value for the relevant security/commodity as of the Valuation Time on that eighth Scheduled Trading Day).

13. ADJUSTMENTS

(a) **Successor Index Sponsor calculates and reports an Index**

If an Index is (A) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (a “**Successor Index Sponsor**”) acceptable to the Calculation Agent or (B) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then, in each case, that index (the “**Successor Index**”) will be deemed to be the Index.

(b) **Modification and Cessation of Calculation of an Index**

If (i) on or prior to the Valuation Date, the Strike Date or any Auto-Call Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalization, contracts or commodities and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”), or (ii) on the Valuation Date, the Strike Date or any Auto-Call Valuation Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an “**Index Disruption**” and, together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Issuer may take the action described in (A) or (B) below:

- (A) require the Calculation Agent to determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the Reference Price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, the Strike Date or any Auto-Call Valuation Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities/commodities that comprised that Index immediately prior to that Index Adjustment Event; or

- (B) give notice to the Shareholders in accordance with Condition 6 (*Notices*) and redeem all, but not some only, of the Preference Shares in accordance with Condition 3 (*Early Redemption if there is a Preference Share Early Redemption Event*).

14. ADDITIONAL DISRUPTION EVENTS

- (a) Following the occurrence of an Additional Disruption Event, the Company, or the Calculation Agent on behalf of the Company, will determine whether or not the Preference Shares shall continue or be redeemed early.
- (b) If the Company, or the Calculation Agent on behalf of the Company, determines that the Preference Shares shall continue, the Calculation Agent may make such adjustment as the Calculation Agent considers appropriate, if any, to any one or more of the Conditions to account for the Additional Disruption Event and determine the effective date of that adjustment.
- (c) If the Company, or the Calculation Agent on behalf of the Company, determines that the Preference Shares shall be redeemed early, then the Company shall redeem all but not some only of the Preference Shares in accordance with Condition 3 (*Early Redemption if there is a Preference Share Early Redemption Event*).
- (d) Upon the occurrence of an Additional Disruption Event, the Company, or the Calculation Agent on behalf of the Company, shall give notice as soon as practicable to the Shareholders stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto Provided That any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

For the purposes of this Condition 14:

“Additional Disruption Event” means any of Change of Law, Hedging Disruption, Increased Cost of Hedging and/or Insolvency Filing.

“Change in Law” means that on or after the Issue Date, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that (A) it has become illegal to hold, acquire or dispose of any securities/commodities comprising an Index or contracts relating to such Index or (B) the Company or any Hedging Counterparty will incur a materially increased cost in performing its obligations in relation to the Preference Shares or any Related Financial Product (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Company and/or any Hedging Counterparty).

“Hedging Disruption” means that the Company and/or any Hedging Counterparty is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Preference Shares or of any obligor of a Related Financial

Product issuing and performing its obligations with respect to a Related Financial Product, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“Increased Cost of Hedging” means that the Company and/or any Hedging Counterparty would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Company issuing and performing its obligations with respect to the Preference Shares or of any obligor of a Related Financial Product issuing and performing its obligations with respect to a Related Financial Product, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Company and/or any Financial Product obligor shall not be deemed an Increased Cost of Hedging.

“Insolvency Filing” means that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

15. CORRECTION OF INDEX LEVELS

With the exception of any corrections published after the day which is two Business Days prior to the due date for any payment under the Preference Shares, if the level of any Index, published by the Index Sponsor and which is utilised by the Calculation Agent for any calculation or determination (the **“Original Determination”**) under the Preference Shares is subsequently corrected and the correction (the **“Corrected Value”**) is published by the relevant Index Sponsor within five days of the original publication, the level to be used for the purposes of the Conditions (the **“Replacement Determination”**) shall be the Corrected Value. Corrections published after the day which is two Business Days prior to a due date for payment under the Preference Shares will be disregarded by the Calculation Agent for the purposes of determining the relevant amount. If the result of the Replacement Determination is different from the Corrected Value result of the Original Determination, to the extent that it determines to be necessary and practicable, the Calculation Agent may adjust the Conditions accordingly.

CALCULATION AGENT DISCLAIMERS

The Calculation Agent makes no express or implied representations or warranties as to (a) the advisability of investing in or obtaining exposure to the Preference Shares, (b) the value of the Preference Shares at any particular time on any particular date, or (c) any amounts that may become payable in respect of the Preference Shares. The Calculation Agent shall not act as agent or trustee for the holders of the Preference Shares or any Related Financial Product.

Without limiting any of the foregoing, in no event shall the Calculation Agent have any liability (whether in negligence or otherwise) to any Shareholders or Related Financial Product investors for any direct, indirect, special, punitive, consequential or any other damages (including loss of profits) even if notified of the possibility of such damages.

In addition, to providing calculation agency services to the Company, the Calculation Agent or any of its Affiliates, may perform further or alternative roles relating to the Company and any series of Preference Shares. Furthermore, the Calculation Agent or any of its Affiliates may contract with the Company and/or enter into transactions which relate to the Company, the Preference Shares or an Index and as a result the Calculation Agent may face a conflict between its obligations as Calculation Agent and its and/or its Affiliates' interests in other capacities. Subject to all regulatory obligations, neither the Company nor the Calculation Agent in respect of the Preference Shares owes any duty or responsibility to any Shareholder or Related Financial Product investor to avoid any conflict or to act in the interest of any Shareholder or Related Financial Product investor.

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The Notes relate to the UK Preference Share Series 34 of Tower Securities Limited relating to the FTSE® 100 Index and the EURO STOXX 50® Index (the “**Preference Share**”).

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The Preference Share Underlying is the FTSE® 100 Index, and the EURO STOXX 50® Index.

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Information on the Euro Stoxx 50® Index (including past and future performance and volatility) is published on <http://www.stoxx.com/index.html>.

Investors should review the Terms and Conditions of the Preference Shares and consult with their own professional advisors if they consider it necessary. The Terms and Conditions of the Preference Shares will be made available to Investors upon written request to the specified office of Tower Securities Limited.

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