

EONIA BILATERAL AMENDMENT AGREEMENT**EXECUTION VERSION**

AMENDMENT

dated as of 29 October 2021
 dated as of

between

National Australia Bank Limited (Party A) and Abbey Covered Bonds LLP (Party B)

The parties have previously entered into one or more Covered Credit Support Documents and have now agreed to amend each Covered Credit Support Document as set out in this amendment (this “**Amendment**”).

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Amendment of EONIA as the Interest Rate or Interest Rate (VM) under any Covered Credit Support Document

Specified Covered Documents: *Applicable*

1.1. Incorporation of the ISDA Collateral Agreement Interest Rate Definitions – Covered Credit Support Documents

From and including the Amendment Effective Date, each Covered Credit Support Document will incorporate the ISDA Collateral Agreement Interest Rate Definitions, Version 2.

1.2. Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)

Notwithstanding anything to the contrary in any Covered Credit Support Document, with effect from the Relevant Date the Interest Rate or Interest Rate (VM) for the purpose of determining any Interest Amount or Interest Amount (VM), as applicable, payable in respect of cash denominated in euros with respect to any Interest Period commencing on or after the Relevant Date under the terms of such Covered Credit Support Document will be “EuroSTR (Collateral Rate)”.

1.2.1. Broken Interest Periods under Covered Credit Support Documents – EuroSTR (Collateral Rate).

Not Applicable

2. Representations

Each party repeats on the date of this Amendment and the Amendment Effective Date the representations set out in Section 3 of the Relevant Master Agreement as if references therein to “this Agreement” or “any Credit Support Document” were to “this Amendment”.

3. Miscellaneous

3.1. Entire Agreement; Restatement

3.1.1. This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

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- 3.1.2. Except for any amendment to a Covered Document made pursuant to this Amendment, all terms and conditions of a Covered Document will continue in full force and effect in accordance with its provisions. References to a Covered Document will be references to the relevant Covered Document as amended by this Amendment.
- 3.2. **Amendments.** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Relevant Master Agreement.
- 3.3. **Counterparts.** This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.
- 3.4. **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- 3.5. **Governing Law.** This Amendment (and, to the extent possible, any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales.
- 3.6. **Jurisdiction.** Solely for the purpose of any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Amendment, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (“**Proceedings**”), each party irrevocably:
- 3.6.1. submits to the exclusive jurisdiction of the English courts; and
- 3.6.2. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.
- 3.7. **Service of Process**
- Party B irrevocably appoints the Process Agent, if any, specified opposite its name in the Relevant Master Agreement to receive, for it and on its behalf, service of process in any disputes arising out of this Amendment or any non-contractual obligations arising out of or relating to it. If for any reason such party’s Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notice in the Relevant Master Agreement.
- 3.8. **Contracts (Rights of Third Parties) Act 1999**
- A person who is not a party to this Amendment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Amendment. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999.

4. Definitions

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4.1. Capitalised terms used in this Amendment and not otherwise defined herein shall have the meanings given to them with respect to any Covered Credit Support Document, in such Covered Credit Support Document.

4.2. For the purposes of this Amendment, the following terms will have the following meanings:

Amendment Effective Date means the date of this Amendment.

Covered Credit Support Document means the Specified Covered Document, as specified in Annex III.

Covered Document means each Covered Credit Support Document.

EONIA means the euro overnight index average provided by European Money Markets Institute as administrator of the benchmark (or any successor administrator of the euro overnight index average) on the EMMI Website, and a reference to EONIA in any Covered Credit Support Document means any reference to EONIA, howsoever described.

EONIA (Collateral Rate) has the meaning given in the ISDA Collateral Agreement Interest Rate Definitions.

EMMI Website has the meaning given in the ISDA Collateral Agreement Interest Rate Definitions.

EuroSTR (Collateral Rate) has the meaning given in the ISDA Collateral Agreement Interest Rate Definitions.

ISDA Collateral Agreement Interest Rate Definitions means version 2 of the ISDA Collateral Agreement Interest Rate Definitions.

ISDA means the International Swaps and Derivatives Association, Inc.

ISDA Master Agreement means an ISDA 2002 Master Agreement, an ISDA 2002 Master Agreement (French law), an ISDA 2002 Master Agreement (Irish law), a 1992 ISDA Master Agreement (Multicurrency – Cross Border), a 1992 ISDA Master Agreement (Local Currency – Single Jurisdiction), a 1987 ISDA Interest Rate Swap Agreement or a 1987 ISDA Interest Rate and Currency Exchange Agreement, in each case as published by ISDA.

Master Agreement means an ISDA Master Agreement or an Additional Master Agreement that has been entered into by execution by the parties thereto (whether directly or through the agency of a third party) or by execution by the parties thereto (whether directly or through the agency of a third party) of a confirmation pursuant to which the parties are deemed to have entered into an ISDA Master Agreement or an Additional Master Agreement.

Party Agreed Excluded Credit Support Document means any document specified as such in Annex II and each Credit Support Document that provides by its terms that such document shall not be a Covered Credit Support Document for the purposes of this Amendment.

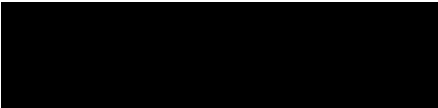
Relevant Date means in respect of each Covered Credit Support Document 1 November 2021.

Relevant Master Agreement means, in respect of each amendment to a Covered Credit Support Document, the Master Agreement (or equivalent thereof, including any deemed master agreement) to which such Covered Document.

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the Amendment Effective Date.

NATIONAL AUSTRALIA BANK LIMITED

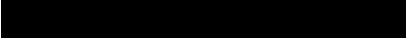
ABBAY COVERED BONDS LLP

By: 

By:

Name: 

Name:

Title: 

Title:

Date: 29 October 2021

Date:

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IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the Amendment Effective Date.

NATIONAL AUSTRALIA BANK LIMITED

ABBHEY COVERED BONDS LLP

By:

By: ...

Name:

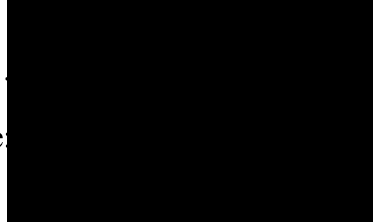
Name:

Title:

Title:

Date:

Date: 29 October 2021



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Annex I

Additional Credit Support Documents

Not Applicable

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Annex II

Party Agreed Excluded Credit Support Documents

Not Applicable

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Annex III

Specified Covered Documents

The Credit Support Annex to the Schedule to the ISDA Master Agreement dated as of 18 September 2014 between Party A and Party B.