

AMENDMENT LETTER TO COVERED BOND SWAP CONFIRMATION

From: Abbey National Treasury Services plc (**Party A**)
2 Triton Square
Regent's Place
London
NW1 3AN

To: Abbey Covered Bonds LLP (**Party B**)
2 Triton Square
Regent's Place
London
NW1 3AN

Attention: Mortgage Backed Funding (TS1C)

To: Deutsche Trustee Company Limited (the **Security Trustee**)
Winchester House
1 Great Winchester Street
London
EC2N 2DB

Attention: Managing Director (ABS/MBS Group)

____ October 2013

Dear Sirs,

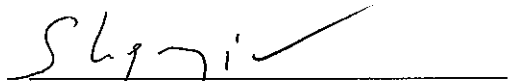
Amendment Letter to the Covered Bond Swap Confirmation in relation to EUR 100,000,000 2.333 per cent. Series 53 N Covered Bonds due July 2025 (the "Bonds") issued under Abbey National Treasury Services PLC's EUR 35,000,000,000 Global Covered Bond Programme

1. We refer to the covered bond swap confirmation entered into between the parties to this Amendment Letter in relation to the Bonds on 19 July 2013 (the "**Swap Confirmation**") under the 1992 ISDA Master Agreement (Multicurrency-Cross Border) entered into between the parties hereto as of 14 October 2009 (as amended and supplemented from time to time).
2. The parties to this Amendment Letter agree that the Swap Confirmation shall be amended on the date hereof by deleting the existing "Designated Maturity" section and replacing it with the following:

"Designated Maturity: 3 months, except with respect to the first Calculation Period accruing from (and including) the Effective Date to (but excluding) the 18 October 2013, which shall be determined on the basis of a Linear Interpolation between 2 month GBP-LIBOR-BBA and 3 month GBP-LIBOR-BBA."

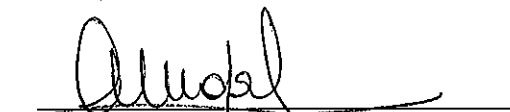
3. Except for the amendments set out herein, the terms and conditions set out in the Swap Confirmation shall remain in full force and effect and shall apply, together with the amendment made herein, as from the date of this Amendment Letter as one integrated agreement.
4. This Amendment Letter and any 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.

Yours faithfully,



For and on behalf of
Abbey National Treasury Services plc

Accepted and agreed by:



For and on behalf of
Abbey Covered Bonds LLP

For and on behalf of
Deutsche Trustee Company Limited