

(Multicurrency — Cross Border)



International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of 21 April 2015

.....
Natixis
("Party A")

.....
ABBEY COVERED BONDS LLP
("Party B")

.....
DEUTSCHE TRUSTEE COMPANY LIMITED
("Security Trustee")

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

1. Interpretation

- (a) **Definitions.** The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) General Conditions.

- (i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.
- (ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.
- (iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) ***Change of Account.*** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) ***Netting.*** If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) ***Deduction or Withholding for Tax.***

(i) ***Gross-Up.*** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

- (1) promptly notify the other party ("Y") of such requirement;
- (2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and
- (4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) **Liability.** If: —

- (1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);
- (2) X does not so deduct or withhold; and
- (3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

(e) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement) that:—

(a) **Basic Representations.**

- (i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;
- (ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;
- (iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and
- (v) **Obligations Binding.** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) **Absence of Litigation.** There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) **Accuracy of Specified Information.** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) **Payer Tax Representation.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) **Payee Tax Representations.** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) **Furnish Specified Information.** It will deliver to the other party or, in certain cases under subparagraph (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) **Maintain Authorisations.** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) **Comply with Laws.** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) **Tax Agreement.** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) **Payment of Stamp Tax.** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated,

organised, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting for the purpose of this Agreement is located (“Stamp Tax Jurisdiction”) and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party’s execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) **Events of Default.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an “Event of Default”) with respect to such party:—

(i) **Failure to Pay or Deliver.** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) **Misrepresentation.** A representation (other than a representation under Section 3(e) or (f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross Default.** If “Cross Default” is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however

described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party: —

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it 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, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer: —

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, a Tax Event if the event is specified in (ii) below or a Tax Event Upon Merger if the event is specified in (iii) below, and, if specified to be applicable, a Credit Event

Upon Merger if the event is specified pursuant to (iv) below or an Additional Termination Event if the event is specified pursuant to (v) below:—

- (i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or 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 after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party): —
- (1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or
 - (2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;
- (ii) **Tax Event.** Due to (x) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (y) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Payment Date (1) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));
- (iii) **Tax Event Upon Merger.** The party (the “Burdened Party”) on the next succeeding Scheduled Payment Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Indemnifiable Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets to, another entity (which will be the Affected Party) where such action does not constitute an event described in Section 5(a)(viii);
- (iv) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or
- (v) **Additional Termination Event.** If any “Additional Termination Event” is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).
- (c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) ***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the “Defaulting Party”) has occurred and is then continuing, the other party (the “Non-defaulting Party”) may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, “Automatic Early Termination” is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) ***Right to Terminate Following Termination Event.***

(i) ***Notice.*** If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) ***Transfer to Avoid Termination Event.*** If either an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, excluding immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party’s policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) ***Two Affected Parties.*** If an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iv) ***Right to Terminate.*** If: —

(1) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality under Section 5(b)(i)(2), a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

either party in the case of an Illegality, the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then

continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(e) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) ***Calculations.***

(i) ***Statement.*** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) ***Payment Date.*** An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment) in the Termination Currency, from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default: —

(1) ***First Method and Market Quotation.*** If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party over (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party.

(2) ***First Method and Loss.*** If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) ***Second Method and Market Quotation.*** If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the

Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) *Second Method and Loss*. If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events**. If the Early Termination Date results from a Termination Event: —

(1) *One Affected Party*. If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties*. If there are two Affected Parties: —

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (II) the Termination Currency Equivalent of the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) **Adjustment for Bankruptcy**. In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) **Pre-Estimate**. The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Subject to Section 6(b)(ii), neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that: —

- (a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and
- (b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void.

8. Contractual Currency

(a) **Payment in the Contractual Currency.** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the “Contractual Currency”). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in a reasonable manner and in good faith in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) **Judgments.** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which such party is able, acting in a reasonable manner and in good faith in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party. The term “rate of exchange” includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

(c) **Separate Indemnities.** To the extent permitted by applicable law, these indemnities constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) **Evidence of Loss.** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.
- (b) **Amendments.** No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.
- (c) **Survival of Obligations.** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.
- (d) **Remedies Cumulative.** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.
- (e) **Counterparts and Confirmations.**
- (i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
 - (ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.
- (f) **No Waiver of Rights.** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- (g) **Headings.** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

10. Offices; Multibranch Parties

- (a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to the other party that, notwithstanding the place of booking office or jurisdiction of incorporation or organisation of such party, the obligations of such party are the same as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by such party on each date on which a Transaction is entered into.
- (b) Neither party may change the Office through which it makes and receives payments or deliveries for the purpose of a Transaction without the prior written consent of the other party.
- (c) If a party is specified as a Multibranch Party in the Schedule, such Multibranch Party may make and receive payments or deliveries under any Transaction through any Office listed in the Schedule, and the Office through which it makes and receives payments or deliveries with respect to a Transaction will be specified in the relevant Confirmation.

11. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document

to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) **Effectiveness.** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably:—

- (i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and
- (ii) 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.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Service of Process.** Each party irrevocably appoints the Process Agent (if any) specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any

reason any 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 notices in Section 12. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by law.

(d) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

“Additional Termination Event” has the meaning specified in Section 5(b).

“Affected Party” has the meaning specified in Section 5(b).

“Affected Transactions” means (a) with respect to any Termination Event consisting of an Illegality, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

“Affiliate” means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

“Applicable Rate” means:—

- (a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;
- (b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;
- (c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and
- (d) in all other cases, the Termination Rate.

“Burdened Party” has the meaning specified in Section 5(b).

“Change in Tax Law” means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs on or after the date on which the relevant Transaction is entered into.

“consent” includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

“Credit Event Upon Merger” has the meaning specified in Section 5(b).

“Credit Support Document” means any agreement or instrument that is specified as such in this Agreement.

“Credit Support Provider” has the meaning specified in the Schedule.

“Default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

“Defaulting Party” has the meaning specified in Section 6(a).

“Early Termination Date” means the date determined in accordance with Section 6(a) or 6(b)(iv).

“Event of Default” has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

“Illegality” has the meaning specified in Section 5(b).

“Indemnifiable Tax” means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

“law” includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority) and **“lawful”** and **“unlawful”** will be construed accordingly.

“Local Business Day” means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

“Loss” means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, the Termination Currency Equivalent of an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party’s legal fees and out-of-pocket expenses referred to under Section 11. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

“Market Quotation” means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the “Replacement Transaction”) that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have

been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Office” means a branch or office of a party, which may be such party’s head or home office.

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Reference Market-makers” means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

“Relevant Jurisdiction” means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

“Scheduled Payment Date” means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

“Set-off” means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

“Settlement Amount” means, with respect to a party and any Early Termination Date, the sum of: —

(a) the Termination Currency Equivalent of the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party’s Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

“Specified Entity” has the meanings specified in the Schedule.

“Specified Indebtedness” means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

“Specified Transaction” means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

“Stamp Tax” means any stamp, registration, documentation or similar tax.

“Tax” means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

“Tax Event” has the meaning specified in Section 5(b).

“Tax Event Upon Merger” has the meaning specified in Section 5(b).

“Terminated Transactions” means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if “Automatic Early Termination” applies, immediately before that Early Termination Date).

“Termination Currency” has the meaning specified in the Schedule.

“Termination Currency Equivalent” means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the “Other Currency”), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Market Quotation or Loss (as the case may be), is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

“Termination Event” means an Illegality, a Tax Event or a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

“Termination Rate” means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

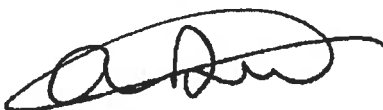
“Unpaid Amounts” owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(c) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

.....Natixis.....
(name of party)

.....ABBEY COVERED BONDS LLP.....
(name of party)

By: .....

Name:
Title: Anthony Whittaker
Date: Head of UK Bank ALM and Origination

By:.....

Name:
Title:
Date:

21/04/15

.....DEUTSCHE TRUSTEE COMPANY LIMITED.....
(name of party)

By:.....

Name:
Title:
Date:


value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

..... Natixis
(name of party)

..... ABBEY COVERED BONDS LLP
(name of party)

By:
Name:
Title:
Date:

By: 
Name: CLAIRE KUTSILE
Title: AUTHORISED SIGNATORY
Date: 21 April 2015

..... DEUTSCHE TRUSTEE COMPANY LIMITED
(name of party)

By:
Name:
Title:
Date:

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

.....Natixis.....
(name of party)

.....ABBAY COVERED BONDS LLP.....
(name of party)

By:.....
Name:
Title:
Date:

By:.....
Name:
Title:
Date:

.....DEUTSCHE TRUSTEE COMPANY LIMITED.....
(name of party)

By:.....
Name: Alan Coster
Title: Associate Director
Date:

By:.....
Name: Robert Bebb
Title: Associate Director
Date:

Covered Bond Swap Schedule

SCHEDULE to the Master Agreement

dated as of 21 April 2015

between

- (1) **NATIXIS**, a limited liability company (société anonyme à Conseil d'Administration) incorporated under the laws of France, registered with the company registrar (registre du commerce et des sociétés) of Paris with register number 542 044 524, whose registered office is in Paris, 30 Avenue Pierre Mendès-France 75013 Paris, acting through its London Branch located at Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA, United Kingdom ("**Party A**");
- (2) **ABBEY COVERED BONDS LLP** ("**Party B**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**Security Trustee**", which expression shall include its successors and assigns and which has agreed to become a party to this Agreement solely for the purpose of taking the benefit of Part 5(k), Part 5(l), Part 5(m), Part 5(n) and Part 5(o) of the Schedule to this Agreement).

Party A and Party B hereby state and acknowledge that this Agreement and any Transaction hereunder is executed in connection with the Covered Bonds guaranteed by Party B and issued by Abbey National Treasury Services plc under the programme described in the base prospectus dated 25 June 2014, as amended and supplemented from time to time (the "**Base Prospectus**").

Part 1. Termination Provisions.

- (a) "**Specified Entity**" means in relation to Party A for the purpose of:

Section 5(a)(v), none
 Section 5(a)(vi), none
 Section 5(a)(vii), none
 Section 5(b)(iv), none

and in relation to Party B for the purpose of:

Section 5(a)(v), none
 Section 5(a)(vi), none
 Section 5(a)(vii), none
 Section 5(b)(iv), none

- (b) "**Specified Transaction**" will have the meaning specified in Section 14 of this Agreement.
- (c) The "**Cross Default**" provisions of Section 5(a)(vi) of this Agreement will apply to Party A and will not apply to Party B.

"**Threshold Amount**" means at any date, in respect of Party A an amount equal to 3% of its shareholders' equity (as shown in its most recently published audited consolidated financial statements) or the equivalent thereof of any obligations stated in any other currency, currency unit or combination, as reasonably determined by the other party as at that date.

"Specified Indebtedness" means any obligation for borrowed money, other than any obligations in respect of deposits received at any time in the ordinary course of banking business.

- (d) The **"Credit Event Upon Merger"** provisions of Section 5(b)(iv) of this Agreement will not apply to Party A and will not apply to Party B.
- (e) The **"Automatic Early Termination"** provision of Section 6(a) of this Agreement will not apply to Party A and will not apply to Party B.
- (f) **Payments on Early Termination.** For the purposes of Section 6(e) of this Agreement:
 - (i) Market Quotation will apply.
 - (ii) The Second Method will apply.
- (g) **"Termination Currency"** means Euro.
- (h) **Additional Termination Events.** In addition to the Additional Termination Events set out in Part 5(f) below, each of the following events shall constitute an Additional Termination Event (in whole or, as the case may be, in part):

- (i) **Redemption and Prepayment in whole of the relevant Series of Covered Bonds.**

The relevant Series of Covered Bonds is redeemed in whole pursuant to Conditions 6.2 (*Redemption for Taxation Reasons*), 6.4 (*Redemption at the option of the Issuer*) or 6.6 (*Redemption due to illegality or invalidity*) of the Terms and Conditions of the Covered Bonds and Party A was notified of such redemption no later than three calendar days prior to the relevant redemption date, in which case:

- (A) Party B shall be the sole Affected Party;
- (B) the Transaction or Transactions related to that Series of Covered Bonds shall be Affected Transactions; and
- (C) the Early Termination Date in respect of the Affected Transactions shall be the due date for redemption of that Series of Covered Bonds.

Any amount payable pursuant to Section 6(e) of this Agreement will be payable on the Early Termination Date.

- (ii) **Amendment to the Priorities of Payments.** If any of (1) the Pre-Acceleration Revenue Priority of Payments, (2) the Pre-Acceleration Principal Priority of Payments, (3) the Guarantee Priority of Payments or (4) the Post-Enforcement Priority of Payments (each as set out in the LLP Deed or Deed of Charge, as applicable) is amended (in any case, other than in accordance with the Deed of Charge), such that Party B's obligations to Party A under this Agreement are further contractually subordinated to any other Secured Creditor (other than as a result of subordination which occurs as a result of an issuance of a new Series of Covered Bonds), in which case Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.
- (iii) **Purchase and cancellation of the relevant Series of Covered Bonds.** The relevant Series of Covered Bonds is purchased and surrendered in whole or in part for cancellation pursuant to Condition 6.10 (*Purchases*) of the Terms and Conditions of the Covered Bonds and Party A was notified of such purchase and surrender no later than three calendar days prior to the relevant purchase date, in which case:

- (A) Party B shall be the sole Affected Party;

- (B) the Transaction or Transactions related to that Series of Covered Bonds shall be Affected Transactions; and
- (C) the Early Termination Date in respect of the Affected Transactions shall be the due date of cancellation of that Series of Covered Bonds,

provided that, in the event of a purchase and surrender for cancellation of a Series of Covered Bonds in part, the Transaction or Transactions related to that Series of Covered Bonds will only partially terminate in respect of a proportion of the notional amount equal to a pro rata proportion of the relevant amount of Covered Bonds purchased and surrendered for cancellation, and the provisions of Section 6 shall apply *mutatis mutandis* in connection with such partial termination. For the avoidance of doubt, the remaining part of such Transaction or Transactions will not be terminated as a result of such partial termination, and an Early Termination Date will only occur in respect of the terminated part of the Transaction or Transactions. Any amount payable pursuant to Section 6(e) of this Agreement will be payable on the Early Termination Date.

(iv) ***Redemption and Prepayment in part of the relevant Series of Covered Bonds at the option of the Issuer.***

The relevant Series of Covered Bonds is redeemed in part pursuant to Condition 6.4 (*Redemption at the option of the Issuer*) of the Terms and Conditions of the Covered Bonds and Party A was notified of such redemption no later than three calendar days prior to the relevant redemption date, in which case:

- (A) Party B shall be the sole Affected Party;
- (B) the Transaction or Transactions related to that Series of Covered Bonds shall be Affected Transactions; and
- (C) the Early Termination Date in respect of the Affected Transactions shall be the due date for redemption of that Series of Covered Bonds,

provided that, in the event of such a redemption of a Series of Covered Bonds in part, the Transaction or Transactions related to that Series of Covered Bonds will only partially terminate in respect of a proportion of the notional amount equal to a pro rata proportion of the relevant amount of Covered Bonds redeemed, and the provisions of Section 6 shall apply *mutatis mutandis* in connection with such partial termination. For the avoidance of doubt, the remaining part of such Transaction or Transactions will not be terminated as a result of such partial termination, and an Early Termination Date will only occur in respect of the terminated part of the Transaction or Transactions.

Any amount payable pursuant to Section 6(e) of this Agreement will be payable on the Early Termination Date

(v) ***Material Change to Transaction Documents.***

Any amendment to the Transaction Documents without Party A's prior written consent, such that Party A would, immediately after such amendment, be required to pay more or receive less under this Agreement on the immediately following Scheduled Payment Date than would otherwise have been the case immediately prior to such amendment, in which case, Party B shall be the sole Affected Party and all Transactions shall be Affected Transactions.

Part 2. **Tax Representations**

- (a) ***Payer Representations.*** For the purpose of Section 3(e) of this Agreement, Party A and Party B will each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) ***Payee Representations.***

For the purposes of Section 3(f) of the Agreement, Party A makes the representation specified below (the "**Additional Tax Representation**"):

Party A represents, warrants and undertakes to the LLP (which representation, warranty and undertaking will be deemed to be repeated at all times until the termination of this Agreement) that, in relation to each Transaction, it is not acting as agent or nominee for any other person or persons, that it is a company, and that:-

- (i) it is resident for tax purposes solely in the United Kingdom for United Kingdom tax purposes; or
- (ii) it is party to each Transaction solely for the purposes of a trade or part of a trade carried on by it in the United Kingdom through a permanent establishment; or
- (iii) it is resident for tax purposes in a jurisdiction that has a double taxation agreement which makes provision, whether for relief or otherwise, in relation to interest and it is fully entitled to the benefits of that double taxation agreement in respect of payments to be made in respect of the Transaction including, without limitation, under (A) one of the "Business Profits" or "Industrial and Commercial Profits" or "Other Income" provisions and (B) the "Interest" provision of that double taxation agreement.

For the purpose of Section 3(f) of this Agreement, the LLP makes the representation specified below: None.

- (c) ***Additional Termination Event.*** If the Additional Tax Representation proves to have been incorrect or misleading in any material respect with respect to one or more Transactions (each an Affected Transaction for the purposes of this Additional Termination Event) when made or repeated or deemed to have been made or repeated. The Affected Party shall be Party A only.

Part 3. Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
	None	

- (b) Other documents to be delivered are:

Party required To deliver Document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	Appropriate evidence of authority of each person executing this Agreement (and any Confirmation) or any document in connection herewith on its behalf	On signing of each such document	Yes
Party B	Certified copy of board resolution and constitutional documents	On signing of this Agreement	Yes
Party B	Legal opinion of counsel regarding the capacity, authority and due authorisation of Party B to enter into this Agreement in form and substance reasonably satisfactory to Party A	On signing of this Agreement	No

Part 4. **Miscellaneous**

- (a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

Address : Natixis, 40 avenue Terroirs de France – 75012 Paris, France
 Attention: Back-office Produits Dérivés
 Telex No: N 200 610
 Facsimile No: (33-1) 58 55 25 16
 Telephone No: (33-1) 58 55 21 45

Address for notices or communications to Party B:

Address: Abbey Covered Bonds LLP
 c/o Abbey National House
 2 Triton Square
 Regent's Place
 London NW1 3AN
 Attention: Mortgage Backed Funding (TS1 C)
 Fax: +44 (0)20 7756 5862

With a copy to:

Address: Abbey Covered Bonds LLP
 c/o Santander UK plc
 201 Grafton Gate East
 Milton Keynes
 MK9 1AN
 Attention: Securitisation Team, Retail Credit Risk
 Fax: +44 (0)1908 343 019

- (b) **Process Agent.** For this purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: none.

Party B appoints as its Process Agent: none

- (c) **Offices.** The provisions of Section 10(a) of this Agreement will apply.

- (d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement:

Party A is not a Multibranch Party and is acting through its London Branch.
 Party B is not a Multibranch Party.

- (e) **Calculation Agent.** The Calculation Agent is Party A, provided that if Party A is a Defaulting Party, Party B may, by giving written notice to Party A, appoint a substitute Calculation Agent, that is a leading dealer. Whether a third party is a leading dealer shall be determined by Party B acting in its sole discretion.

- (f) **Credit Support Document.** Details of any Credit Support Document:

In respect of Party A: Any Eligible Guarantee or any other guarantee delivered pursuant to Part 5(f) (*Ratings Downgrade*) (other than the Credit Support Annex hereto) by Party A.

In respect of Party B: None

(g) ***Credit Support Provider.***

Credit Support Provider means in relation to Party A, any guarantor under an Eligible Guarantee or any other guarantee delivered pursuant to Part 5(f) (*Ratings Downgrade*) (other than the Credit Support Annex hereto).

Credit Support Provider means in relation to Party B, not applicable.

(h) ***Governing Law.*** This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

(i) ***Netting of Payments.*** Subparagraph (ii) of Section 2(c) of this Agreement will apply to Transactions entered into under this Agreement unless otherwise specified in a Confirmation.

(j) ***"Affiliate"*** will have the meaning specified in Section 14 of this Agreement.

Part 5. **Other Provisions**

(a) ***Additional Definitions***

Words and expressions defined in the Amended and Restated Master Definitions and Construction Agreement made between, inter alios, the parties to this Agreement on 12 July 2013 (as the same may be amended, varied or supplemented from time to time) (the "**Master Definitions Agreement**") shall, except so far as the context otherwise requires, have the same meaning in this Agreement. In the event of any inconsistency between the definitions in this Agreement and in the Master Definitions Agreement the definitions in this Agreement shall prevail. The rules of interpretation set out in the Master Definitions Agreement shall apply to this Agreement.

(b) ***Condition Precedent***

In respect of the obligations of Party A only, Section 2(a)(iii) shall be amended by the deletion of the words "or Potential Event of Default".

(c) ***Disapplication of Certain Events of Default***

Section 5(a)(ii), Section 5(a)(iii), Section 5(a)(iv), Section 5(a)(v), Section 5(a)(vii)(2), (3) (to the extent it refers to any assignment, arrangement or composition that is effected by or pursuant to the Transaction Documents), (4) (to the extent that it relates to proceedings or petitions instituted or presented by Party A or its Affiliates), (5), (6), (7) and (9) and Section 5(a)(viii) shall not apply in respect of Party B.

Section 5(a)(vii)(8) will apply to Party B only to the extent that it applies to Section 5(a)(vii)(1), (3) and (4) (as amended above).

(d) ***Disapplication of Certain Termination Events***

Section 5(b)(iii) of this Agreement will apply to Party A and will not apply to Party B, provided that (i) each reference in that Section to "Indemnifiable Tax" shall be construed as a reference to "Tax" and (ii) Party A shall not be entitled to designate an Early Termination Date or effect a transfer pursuant to Section 6(b)(ii) by reason of a Tax Event Upon Merger in respect of which it is the Affected Party.

The Tax Event provisions of Section 5(b)(ii) will apply to Party A and will not apply to Party B, provided that (i) each reference in that Section to "Indemnifiable Tax" shall be construed as a reference to "Tax" and (ii) the words "(x) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (y)" shall be deleted.

(e) ***Additional Event of Default***

The following shall constitute an additional Event of Default with respect to which Party B shall be the Defaulting Party:

"LLP Acceleration Notice. The Bond Trustee serves an LLP Acceleration Notice on Party B.

(f) ***Ratings Downgrade:***

(i) **Moody's**

"Eligible Guarantee" means an unconditional and irrevocable guarantee that is provided by a guarantor as principal debtor rather than surety and is directly enforceable by Party B, where (I) such guarantee provides that if a guaranteed obligation cannot be performed without an action being taken by Party A, the guarantor shall use its best endeavours to procure that Party A takes such action, (II)(A) a law firm has given a legal opinion, disclosed to

Moody's on a non-reliance basis, subject to usual qualifications and assumptions, confirming that none of the guarantor's payments to Party B under such guarantee will be subject to withholding or deduction for or on account of tax, (B) such guarantee provides that, in the event that any of such guarantor's payments to Party B are subject to withholding or deduction for or on account of tax, such guarantor is required to pay such additional amount as is necessary to ensure that the net amount actually received by Party B (free and clear of any withholding or deduction for or on account of tax) will equal the full amount Party B would have received had no such withholding or deduction been required or (C) in the event that any payment (the "**Primary Payment**") under such guarantee is made net of deduction or withholding for or on account of tax, Party A is required under this Agreement, to make such additional payment (the "**Additional Payment**") as is necessary to ensure that the net amount actually received by Party B from the guarantor (free and clear of any tax) in respect of the Primary Payment and Additional Payment will equal the full amount Party B would have received had no such deduction or withholding been required (assuming that the guarantor will be required to make a payment under such guarantee in respect of the Additional Payment) and (III) the guarantor waives any right of set-off in respect of payments under such guarantee.

"**Eligible Replacement**" means an entity that could lawfully perform the obligations owing to Party B under this Agreement or its replacement (as applicable) (A) with at least the Second Trigger Required Ratings or (B) whose present and future obligations owing to Party B under this Agreement are guaranteed pursuant to an Eligible Guarantee provided by a guarantor with at least the Second Trigger Required Ratings.

"**Firm Offer**" means an offer which, when made, was capable of becoming legally binding upon acceptance.

The "**First Rating Trigger Requirements**" shall apply so long as no Relevant Entity has the First Trigger Required Ratings.

An entity shall have the "**First Trigger Required Ratings**" if (A) it has a long-term counterparty risk assessment ("**CR Assessment**") of "A3(cr)" or above by Moody's; or (B) its long-term, unsecured and unsubordinated debt or counterparty obligations are rated "A3" or above by Moody's.

"**Moody's Short-term Rating**" means a rating assigned by Moody's under its short-term rating scale in respect of an entity's short-term, unsecured and unsubordinated debt obligations.

"**Relevant Entities**" means Party A and any guarantor under an Eligible Guarantee in respect of all of Party A's present and future obligations under this Agreement and "**Relevant Entity**" means any one of them.

The "**Second Rating Trigger Requirements**" shall apply if no Relevant Entity has the Second Trigger Required Ratings.

An entity shall have the "**Second Trigger Required Ratings**" if (A) it has a CR Assessment of "Baa1(cr)" or above by Moody's; or (B) its long-term, unsecured and unsubordinated debt or counterparty obligations are rated "Baa1" or above by Moody's.

So long as the Second Rating Trigger Requirements apply, Party A will at its own cost use commercially reasonable efforts to, as soon as reasonably practicable, procure either (A) an Eligible Guarantee in respect of all of Party A's present and future obligations under this Agreement to be provided by a guarantor with the First Trigger Required Ratings and/or the Second Trigger Required Ratings or (B) a transfer to an Eligible Replacement in accordance with Part 5(g) (*Transfers*) below.

(ii) **Standard & Poor's**

(A) **Initial S&P Rating Event**. In the event neither Party A (or its successor or permitted assignee) nor any Credit Support Provider from time to time in respect of Party A has the Initial S&P Required Rating but either Party A (or its successor or permitted assignee) or any Credit Support Provider from time to time in respect of Party A has the Subsequent S&P Required Rating (such circumstance an "**Initial S&P Rating Event**"), then:

(1) Party A shall, within the Initial S&P Remedy Period, at its own cost, transfer collateral in accordance with and to the extent required by the terms of the Credit Support Annex; and

(2) Party A may, at any time following the occurrence of such Initial S&P Rating Event, at its sole discretion and at its own cost:

(a) subject to Part 5(g) (*Transfers*) below, transfer all of its rights and obligations with respect to this Agreement to a S&P Eligible Counterparty; or

(b) procure a S&P Eligible Counterparty to become a guarantor in respect of the obligations of Party A under this Agreement pursuant to a S&P Compliant Guarantee; or

(c) take such other action which S&P has confirmed will result in the ratings of the Covered Bonds being maintained at, or restored to, the level at which the Covered Bonds were rated immediately prior to the date on which the relevant Initial S&P Rating Event commenced,

provided that Party A is not required to comply with Part 5(f)(ii)(A)(1) following the satisfaction of at least one of the remedies described in Part 5(f)(ii)(A)(2).

(B) ***S&P Subsequent Rating Event***. In the event that neither Party A (or its successor or permitted assignee) nor any Credit Support Provider from time to time in respect of Party A has the Subsequent S&P Required Rating (such circumstance a "**Subsequent S&P Rating Event**"), then:

(1) Party A shall, within the Subsequent S&P Collateral Remedy Period, at its own cost, transfer collateral in accordance with and to the extent required by the Credit Support Annex (or if, at the time such S&P Subsequent Rating Event occurs, Party A has provided collateral under the Credit Support Annex pursuant to subparagraph (ii)(A)(1) above following an Initial S&P Rating Event and Party B has not transferred equivalent collateral back to Party A at such time, continue to provide collateral in accordance with and to the extent required by the Credit Support Annex); and

(2) Party A shall, within the Subsequent S&P Remedy Period, at its own cost:

(a) subject to Part 5(g) (*Transfers*) below, transfer all of its rights and obligations with respect to this Agreement to a S&P Eligible Counterparty; or

(b) procure a S&P Eligible Counterparty to become a guarantor in respect of the obligations of Party A pursuant to an S&P Compliant Guarantee; or

(c) take such other action which S&P has confirmed will result in the ratings of the Covered Bonds being maintained at, or restored to, the level at which the Covered Bonds were rated immediately prior to the date on which the relevant Subsequent S&P Rating Event commenced,

provided that Party A is not required to comply with Part 5(f)(ii)(B)(1) following the satisfaction of at least one of the measures described in Part 5(f)(ii)(B)(2).

(C) ***Replacement Option***. As of the date of execution of this Agreement, Replacement Option 3 applies, ***provided that*** Party A may, at any time and in its sole discretion subject to the paragraph immediately below, by delivering a Replacement Option Switch Notice, elect that the Replacement Option applicable at such time shall, as of the date on which such Replacement Option Switch Notice becomes effective, cease to apply and that the Replacement Option specified in such Replacement Option Switch Notice shall apply instead (a "**Replacement Option Switch**").

Party A may not deliver a Replacement Option Switch Notice:

(1) if an Event of Default or Termination Event has occurred and is continuing in respect of which Party A is the Defaulting Party or the sole Affected Party; or

(2) if the resulting Replacement Option Switch were to cause the commencement of a Subsequent S&P Rating Event; or

(3) following the occurrence of an Initial S&P Rating Event or Subsequent S&P Rating Event if the effective date of the Replacement Option Switch Notice occurs after (i) the 10th Local Business Day following the date on which the relevant Initial S&P Rating Event occurs, or (ii) the 60th calendar day following the date on which the relevant Subsequent S&P Rating Event occurs, as the case may be, unless Party A complies with its obligations under Part 5(f)(ii)(A)(1) or Part 5(f)(ii)(B)(1), as applicable.

(iii) ***Fitch: Initial Fitch Rating Event***

(i) In the event that neither Party A (or its successor or assignee) nor any Credit Support Provider from time to time in respect of Party A has at least the Unsupported Minimum Counterparty Ratings (such event being an "***Initial Fitch Rating Event***") then Party A will, so long as such Initial Fitch Rating Event is continuing, at its own cost and expense, either:

(A) within 14 calendar days of the occurrence of such Initial Fitch Rating Event, post collateral in the form of cash or securities or both in support of its obligations under this Agreement in accordance with the provisions of the Credit Support Annex; or

(B) within 30 calendar days of the occurrence of such Initial Fitch Rating Event:

(I) subject to Part 5(g) (***Transfers***) below, transfer all of its rights and obligations with respect to this Agreement to a replacement third party who has at least the Unsupported Minimum Counterparty Ratings; or

(II) procure another person to become co-obligor or guarantor in respect of the obligations of Party A under this Agreement who has at least the Unsupported Minimum Counterparty Ratings, provided that, in all cases, such action does not result in any requirement for deduction or withholding for or on account of any Tax; or

(III) take such other action (which may, for the avoidance of doubt, include taking no action) as will result in the rating of the Covered Bonds by Fitch Ratings Ltd ("***Fitch***") following the taking of such action (or inaction) being maintained at, or restored to, the level at which it was immediately prior to such Initial Fitch Rating Event, provided that, in all cases, such action does not result in any requirement for deduction or withholding for or on account of any Tax.

(ii) ***Subsequent Fitch Rating Event***

In the event that neither Party A (or its successor or assignee) nor any Credit Support Provider from time to time in respect of Party A has at least the Supported Minimum Counterparty Ratings (such event being a "***Subsequent Fitch Rating Event***"), so long as such Subsequent Fitch Rating Event is continuing, then Party A will:

- (A) at its own cost and expense, take any of the actions set out in sub-paragraphs (iii)(i)(B)(I), (iii)(i)(B)(II) or (iii)(i)(B)(III) of this Part 5(f) within 30 calendar days of the occurrence of such Subsequent Fitch Rating Event; and
- (B) pending taking any of the actions set out in sub-paragraphs (iii)(i)(B)(I), (iii)(i)(B)(II) or (iii)(i)(B)(III) of this Part 5(f), Party A will, at its own cost and expense, within 14 calendar days of the occurrence of the Subsequent Fitch Rating Event post collateral in the form of cash or securities or both in support of its obligations under this Agreement in accordance with the terms of the Credit Support Annex.
- (iii) For purposes of this Agreement, "**Unsupported Minimum Counterparty Ratings**" and "**Supported Minimum Counterparty Ratings**" shall mean the long-term and, if applicable, short-term issuer default ratings from Fitch corresponding to the then-current rating of the Covered Bonds as set out in the following table:

Current rating of Covered Bonds	Unsupported Minimum Counterparty Ratings	Supported Minimum Counterparty Ratings	Supported Minimum Counterparty Ratings (adjusted)
AAAsf	A and F1	BBB- and F3	BBB+ and F2
AA+sf, AAsf, AA-sf	A- and F2	BBB- and F3	BBB+ and F2
A+sf, Asf, A-sf	BBB+ and F2	BB+	BBB+ and F2
BBB+sf, BBBsf, BBB-sf	BBB- and F3	BB-	BBB- and F3
BB+sf, BBsf, BB-sf	At least as high as the Covered Bonds rating	B	At least as high as the Covered Bonds rating
B+sf or below or Covered Bonds are not rated by Fitch	At least as high as the Covered Bonds rating	At least as high as the Covered Bonds rating	At least as high as the Covered Bonds rating

If an entity is not incorporated in the same jurisdiction as Party A, and following request from Fitch has not provided to Fitch a legal opinion, in a form acceptable to Fitch, confirming the enforceability of the subordination provisions against it in its jurisdiction, references in this Agreement to "Supported Minimum Counterparty Ratings" shall be deemed to refer to "Supported Minimum Counterparty Ratings (adjusted)" in respect of such entity.

For the purposes of the above table, if the Covered Bonds are downgraded by Fitch as a result of Party A's failure to perform any obligation under this Agreement, then the then current rating of the Covered Bonds will be deemed to be the rating the Covered Bonds would have had but for such failure.

(g) **Transfers**

- (i) Subject to this Part 5(g), neither party may transfer (whether by way of security or otherwise) any interest or obligation in or under this Agreement without the prior written consent of the other party.

- (ii) Subject to giving five Local Business Days' prior written notice to Party B and the Security Trustee, Party A may (at its own cost) transfer its rights and obligations with respect to this Agreement to any other entity (a "**Transferee**") that is an Eligible Transferee if:
- (1) the Transferee contracts with Party B on terms that (x) have the same effect as the terms of this Agreement in respect of any obligation (whether absolute or contingent) to make payment or delivery after the effective date of such transfer and (y) insofar as they do not relate to payment or delivery obligations, are, in all material respects, no less beneficial for Party B than the terms of this Agreement immediately before such transfer;
 - (2) unless such transfer is effected at a time when the First Rating Trigger Requirements apply or the Transferee contracts with Party B on terms that are identical to the terms of this Agreement (save for any amendments that are necessary to reflect, or are a natural consequence of, the fact that the Transferee is to be substituted for Party A), Party B has determined that the condition in (1)(y) above is satisfied and communicated such determination to Party A in writing;
 - (3) notice of such transfer is given to Fitch;
 - (4) if the Transferee is domiciled in a different jurisdiction from both Party A and Party B, S&P has confirmed that the transfer will not result in the then current ratings of the relevant Series of Covered Bonds being downgraded;
 - (5) (except where the Transferee is required to pay additional amounts pursuant to Section 2(d)(i) of this Agreement or an equivalent provision in the replacement agreement, as applicable, as of the date of such transfer) as of the date of such transfer, the Transferee will not, as a result of such transfer, be required to make any withholding or deduction for or on account of any Tax in respect of payments made under this Agreement and the Transferee makes the Additional Tax Representation;
 - (6) as judged immediately prior to the proposed transfer, a Termination Event or Event of Default will not occur as a direct result of such transfer;
 - (7) no additional amount will be payable by Party B to Party A or the Transferee on the next succeeding Scheduled Payment Date as a result of such transfer.
- (iii) If Party B elects to determine whether or not a transfer satisfies the condition in (ii)(1)(y) above, Party B shall act in a commercially reasonable manner.
- (iv) If an entity has made a Firm Offer (which remains capable of becoming legally binding upon acceptance) to be the transferee of a transfer to be made in accordance with Part 5(g)(ii) above, Party B shall, at Party A's written request and cost, take any reasonable steps required to be taken by it to effect such transfer.
- (vi) Following a transfer in accordance with Part 5(g)(ii), all references to Party A shall be deemed to be references to the Transferee.
- (vii) Party B may transfer (whether by way of security or otherwise) any interest or obligation in or under this Agreement, provided that such transfer is effected by or pursuant to the Transaction Documents.

(h) ***Additional Termination Events linked to Rating Events:***

Each of the provisions in Part 5(h)(i), Part 5(h)(ii) and/or Part 5(h)(iii) is without prejudice to the consequences of Party A (a) breaching any provision of this Agreement other than the relevant subparagraph of Part 5(f) to

which each such provision refers; or (b) failing to post collateral under the Credit Support Annex in accordance with the requirements of any rating agency set out in this Agreement other than the rating agency to which each such provision refers.

Moody's Rating Event

- (i) **Second Rating Trigger Replacement.** It shall constitute an Additional Termination Event, in respect of which Party A shall be the sole Affected Party and all Transactions shall be Affected Transactions, if (A) the Second Rating Trigger Requirements apply and 30 or more Local Business Days have elapsed since the last time the Second Rating Trigger Requirements did not apply and (B) at least one Eligible Replacement has made a Firm Offer that would, assuming the occurrence of an Early Termination Date, qualify as a Market Quotation (on the basis that paragraphs (i) and (iii) of Part 5(o) (*Modifications to close-out provisions*) below apply) and which remains capable of becoming legally binding upon acceptance.

(ii) **Fitch Rating Event**

(A) **Initial Fitch Rating Event.** If an Initial Fitch Rating Event occurs and is continuing and Party A does not take at least one of the measures described in Part 5(f)(iii)(i) above (and regardless of whether reasonable efforts have been used to implement any of those measures), such failure shall not be or give rise to an Event of Default but shall constitute an Additional Termination Event which shall be deemed to have occurred on the next Local Business Day after:

- (1) where Party A fails to post collateral as required by sub-paragraph (iii)(i)(A) of Part 5(f) pending the taking of any action under sub-paragraphs (iii)(i)(B)(I), (iii)(i)(B)(II) or (iii)(i)(B)(III) of Part 5(f), the fourteenth calendar day following the Initial Fitch Rating Event; or
- (2) in any other case the thirtieth calendar day following the occurrence of such Initial Fitch Rating Event,

with Party A as the sole Affected Party and all Transactions as Affected Transactions.

(B) **Subsequent Fitch Rating Event.** If, at the time a Subsequent Fitch Rating Event occurs and is continuing, Party A has provided collateral under the Credit Support Annex pursuant to sub-paragraph (iii)(i)(A) of this Part 5(f) above and fails to continue to post collateral pending compliance with sub-paragraph (iii)(ii)(A) of this Part 5(f) above, such failure shall not be or give rise to an Event of Default but shall constitute an Additional Termination Event with respect to Party A which shall be deemed to have occurred on the later of the next Local Business Day after the fourteenth calendar day following such Subsequent Fitch Rating Event and the next Local Business Day after the fourteenth calendar day following any prior Initial Fitch Rating Event with Party A as the sole Affected Party and all Transactions as Affected Transactions.

Furthermore, an Additional Termination Event with respect to Party A shall be deemed to have occurred, even if Party A continues to post collateral as required by sub-paragraph (iii)(ii)(B) of this Part 5(f) above and notwithstanding Section 5(a)(ii), if Party A does not take the measures described in sub-paragraph (iii)(ii)(A) of this Part 5(f) above (and regardless of whether reasonable endeavours have been used to implement any of those measures). Such Additional Termination Event will be deemed to have occurred on the next Local Business Day after the thirtieth calendar day following the occurrence of such Subsequent Fitch Rating Event with Party A as the sole Affected Party and all Transactions as Affected Transactions.

(iii) **Standard & Poor's Rating Event**

The following events or circumstances shall not be an Event of Default but shall be an Additional Termination Event which shall be deemed to have occurred on the next Business Day (as defined in the Confirmation in respect of the Transaction under this Agreement) following the last day of the Initial S&P Remedy Period or Subsequent Remedy Period, as applicable, and in respect of which Party A shall be the sole Affected Party and

all Transactions shall be Affected Transactions:

(A) **Initial S&P Rating Event.** An Initial S&P Rating Event has commenced and is continuing and:

- (1) Party A fails to comply with Part 5(f)(ii)(A)(1) and has not implemented at least one of the remedies described in Part 5(f)(ii)(A)(2) within the Initial S&P Remedy Period; or
- (2) Party A fails to comply with Part 5(f)(ii)(A)(1) and has not implemented at least one of the remedies described in Part 5(f)(ii)(A)(2) at any time after the Initial S&P Remedy Period.

(B) **Subsequent S&P Rating Event.** A Subsequent S&P Rating Event has commenced and is continuing and:

- (1) Party A fails to comply with Part 5(f)(ii)(B)(1) and has not implemented at least one of the remedies described in Part 5(f)(ii)(B)(2) within the Subsequent S&P Collateral Remedy Period; or
- (2) Party A has not implemented at least one of the remedies described in Part 5(f)(ii)(B)(2) within the Subsequent S&P Remedy Period (or in the event that the last day of the Subsequent S&P Remedy Period is not a Local Business Day, the immediately following Local Business Day).

Standard & Poor's Definitions:

"Initial S&P Remedy Period" means, in respect of an Initial S&P Rating Event, the period commencing on (but excluding) the date on which such Initial S&P Rating Event commences, and ending on (and including) (i) the 10th Local Business Day following the date on which such Initial S&P Rating Event commences or (ii) if Party A has, on or before the 10th Local Business Day following the date on which such Initial S&P Rating Event commences, submitted a detailed written proposal for collateral posting to S&P and the Security Trustee and S&P has confirmed to Party A that it will not take rating action as a result of such proposal, the 20th Local Business Day following the date on which such Initial S&P Rating Event commences;

"Initial S&P Required Rating" means the long-term, unsecured and unsubordinated debt obligations of an entity are rated:

- (a) at any time at which Replacement Option 1 applies (or applied), at least as high as specified in column 2 of the S&P Minimum Eligible Counterparty Rating Matrix;
- (b) at any time at which Replacement Option 2 applies (or applied), at least as high as specified in column 4 of the S&P Minimum Eligible Counterparty Rating Matrix; and
- (c) at any time at which Replacement Option 3 applies (or applied), at least as high as the Subsequent S&P Required Rating,

in respect of the then current rating of the Covered Bonds as specified in column 1 of the S&P Minimum Eligible Counterparty Rating Matrix;

"Replacement Option" means each of Replacement Option 1, Replacement Option 2 and Replacement Option 3;

"Replacement Option 1" means "Replacement Option 1" as referred to in the S&P Minimum Eligible Counterparty Rating Matrix;

"Replacement Option 2" means "Replacement Option 2" as referred to in the S&P Minimum Eligible Counterparty Rating Matrix;

"Replacement Option 3" means "Replacement Option 3" as referred to in the S&P Minimum Eligible Counterparty Rating Matrix;

"Replacement Option Switch Notice" means a notice from Party A to Party B, the Security Trustee and S&P stating that a certain Replacement Option shall apply as of the date on which such notice becomes effective, such notice to be substantially in the form set out in the Exhibit (*Form of Replacement Option Switch Notice*) to this Schedule;

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc.;

"S&P Compliant Guarantee" means a guarantee that satisfies the requirements (if any) specified in the publication entitled "Guarantee Criteria – Structured Finance" published May 7, 2013 and any subsequent publication amending, integrating or replacing the same from time to time;

"S&P Eligible Counterparty" means an entity that has at least the Subsequent S&P Required Rating for Replacement Option 1 or whose credit support provider, from time to time, has at least the Subsequent S&P Required Rating for Replacement Option 1 (provided that if the entity does not have the Initial S&P Required Rating at the time any transfer occurs, such entity will provide collateral under the provisions of the Credit Support Annex or obtain a guarantee of its rights and obligations with respect to this Agreement from entity that has at least the Initial S&P Required Rating for Replacement Option 1 pursuant to an S&P Compliant Guarantee) ;

"S&P Minimum Eligible Counterparty Rating Matrix" means the following table:

column 1	column 2	column 3	column 4	column 5	column 6
Current rating of the Relevant Notes	Replacement Option 1		Replacement Option 2		Replacement Option 3
	Initial S&P Required Rating	Subsequent S&P Required Rating	Initial S&P Required Rating	Subsequent S&P Required Rating	Subsequent S&P Required Rating
AAA	A	BBB+	A	A-	A
AA+	A	BBB+	A	A-	A
AA	A-	BBB+	A	A-	A
AA-	A-	BBB	A-	BBB+	A-
A+	BBB+	BBB	A-	BBB+	A-
A	BBB+	BBB	A-	BBB+	A-
A-	BBB	BBB-	BBB+	BBB	BBB+
BBB+	BBB	BBB-	Security rating	BBB	Security rating
BBB	BBB-	BB+	Security rating	BBB-	Security rating
BBB-	Security rating	BB+	Security rating	Security rating	Security rating
BB+ and below	Security rating	Security rating	Security rating	Security rating	Security rating

1. For purposes of inferring a long-term minimum eligible rating for entities that have only short-term ratings, or in transactions where only short-term ratings on the counterparty are referenced, the following apply:

- 'A-1+' corresponds to 'AA-'.
- 'A-1' corresponds to 'A' for financial institutions, and 'A-' for all other entities.
- 'A-2' corresponds to 'BBB'.
- 'A-3' corresponds to 'BBB-'.

2. To meet the minimum eligible rating of 'A', the entity should also have a short-term rating of 'A-1'.

3. To meet the minimum eligible rating of 'BBB', the entity should also have a short-term rating of 'A-2'.

4. If the Covered Bonds are downgraded by S&P because of either (i) the failure of Party A to take any action required under this Agreement, or (ii) the downgrade or withdrawal of the rating of Party A, then the current rating will be deemed to be the rating of the Covered Bonds immediately prior to such downgrade.

5. "Security rating" refers to the then current rating of the Covered Bonds as set out in column 1.

"Subsequent S&P Collateral Remedy Period" means, in respect of a Subsequent S&P Rating Event, the period commencing on (but excluding) the date on which such Subsequent S&P Rating Event commences, and ending on (and

including) the 10th Local Business Day following the date on which such Subsequent S&P Rating Event commences (the "**Subsequent S&P Collateral Remedy Period Short Stop Date**").

"**Subsequent S&P Remedy Period**" means, in respect of a Subsequent S&P Rating Event,:

- (i) the period commencing on (but excluding) the date on which such Subsequent S&P Rating Event commences, and ending on (and including) the 60th calendar day following the date on which such Subsequent S&P Rating Event commences;
- (ii) unless Party A has delivered a Replacement Option Switch Notice following the commencement of such Subsequent S&P Rating Event in accordance with Part 5(f)(ii)(C), if Party A has, on or before the 60th calendar day following the date on which such Subsequent S&P Rating Event commences, submitted a detailed written proposal for a remedy to S&P and the Security Trustee and S&P has confirmed to Party A that it will not take rating action as a result of such proposal, then the 90th calendar day following the date on which such Subsequent S&P Rating Event commences.

"**Subsequent S&P Required Rating**" means the long-term, unsecured and unsubordinated debt obligations of an entity are rated:

- (a) at any time at which Replacement Option 1 applies (or applied), at least as high as specified in column 3 of the S&P Minimum Eligible Counterparty Rating Matrix;
- (b) at any time at which Replacement Option 2 applies (or applied), at least as high as specified in column 5 of the S&P Minimum Eligible Counterparty Rating Matrix; and
- (c) at any time at which Replacement Option 3 applies (or applied), at least as high as specified in column 6 of the S&P Minimum Eligible Counterparty Rating Matrix,

in respect of the then current rating of the Covered Bonds, as specified in column 1 of the S&P Minimum Eligible Counterparty Rating Matrix.

Other Definitions:

"**Eligible Transferee**" means a person that satisfies the requirements to qualify as each of the following:

- (a) an Eligible Replacement as per Part 5(f)(i) above; and
- (b) an S&P Eligible Counterparty; and
- (c) an entity which has at least the Unsupported Minimum Counterparty Ratings or such Transferee's obligations under this Agreement are guaranteed by an entity who has at least the Unsupported Minimum Counterparty Ratings, as per Part 5(f)(iii) above.

(i) *No Set-off*

All payments under this Agreement shall be made without set-off or counterclaim, except as expressly provided for in Section 6 and Section 2(c) of this Agreement.

Section 6(e) of this Agreement shall be amended by the deletion of the following sentence: "The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off." and the insertion of the following sentence in its place: "Notwithstanding any other provision of this Section, if a Party (the "**Paying Party**") would, but for this sentence, be required to pay an amount pursuant to this Section, it may, by giving written notice to the other Party, cause the amount so payable to be reduced by the lesser of (i) such amount and (ii) the aggregate amount payable to the Paying Party pursuant to any demands made under Section 11 on or before the Early Termination Date."

(j) ***Successors***

References in this Agreement to the parties hereto, Party A and Party B shall (for the avoidance of doubt) include, where appropriate, any permitted successor or assign thereof.

(k) ***Deed of Charge***

Party B undertakes to Party A and the Security Trustee that its obligations to Party A pursuant to this Agreement shall at all times be secured by the Deed of Charge.

(l) ***Security Interest***

Notwithstanding Section 7 of this Agreement, Party A hereby agrees and consents to the assignment by way of security by Party B of its right, title and interest under this Agreement (without prejudice to, and after giving effect to, any contractual netting provision contained in this Agreement and to equities and counterclaims from time to time arising under it) to the Security Trustee (or any successor thereto) pursuant to and in accordance with the Deed of Charge and Deed of Accession and acknowledges notice of such assignment. Each of the parties hereby confirms and agrees that the Security Trustee shall not be liable for any of the obligations of Party B hereunder.

(m) ***Security Trustee***

If there is any change in the identity of the Security Trustee in accordance with the Deed of Charge, the parties to this Agreement shall execute such documents and take such action as the successor Security Trustee and the outgoing Security Trustee may reasonably require for the purpose of vesting in the successor Security Trustee the rights and obligations of the outgoing Security Trustee under this Agreement and releasing the outgoing Security Trustee from any future obligations under this Agreement.

The Security Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under this Agreement but shall not assume any obligations or liabilities to Party A or Party B hereunder. Any liberty or right which may be exercised or any determination which may be made under this Agreement by the Security Trustee may be exercised or made in the Security Trustee's absolute discretion without any obligation to give reasons therefore and the Security Trustee shall not be responsible for any liability occasioned by so acting but subject always to the terms of the Deed of Charge.

(n) ***No Enforcement***

Party A agrees with Party B and the Security Trustee that:

- (i) only the Security Trustee may enforce the Security in accordance with the provisions of the Deed of Charge; and
- (ii) it shall not take any steps for the purpose of:
 - (A) recovering any of the Secured Obligations (including, without limitation, by exercising any rights of set-off); or
 - (B) enforcing any rights arising out of the Transaction Documents against Party B or procuring the winding up, administration or liquidation of Party B in respect of any of its liabilities whatsoever,

unless the Security Trustee, having become bound to take any steps or proceedings to enforce the said Security under or pursuant to the Deed of Charge, fails to do so within a reasonable time period and such failure is continuing (in which case Party A shall be entitled to take any such steps and proceedings as it shall deem

necessary other than the presentation of a petition for the winding up of, or for an administration in respect of, Party B).

(o) ***Limited Recourse***

Party A agrees with and acknowledges to each of Party B and the Security Trustee that notwithstanding any other provision of any Transaction Document, all obligations of Party B to Party A, in respect of the Secured Obligations owing to Party A are limited in recourse to the Charged Property and upon the Security Trustee giving written notice to the Secured Creditors that:

- (i) it has determined in its sole opinion that there is no reasonable likelihood of there being any further realisations in respect of the Charged Property (whether arising from enforcement of the Security or otherwise) which would be available to pay amounts outstanding under the Transaction Documents; and
- (ii) all amounts available to be applied to pay amounts owing under the Transaction Documents have been so applied in accordance with the provisions of the Deed of Charge,

Party A shall have no further claim against Party B in respect of any amounts owing to them which remain unpaid and such unpaid amounts shall be deemed to be discharged in full.

(p) ***Modifications to close-out provisions***

Notwithstanding Section 6 of this Agreement, if an Early Termination Date is designated at a time when Party A is (A) the Affected Party in respect of an Additional Termination Event or (B) the Defaulting Party in respect of any Event of Default, paragraphs (i) to (vi) below shall apply:

- (i) The definition of "Market Quotation" shall be deleted in its entirety and replaced with the following:

""**Market Quotation**" means, with respect to one or more Terminated Transactions, a Firm Offer which is (1) made by an Eligible Replacement, (2) for an amount, if any, that would be paid to Party B (expressed as a negative number) or by Party B (expressed as a positive number) in consideration of an agreement between Party B and such Eligible Replacement to enter into a transaction (the "**Replacement Transaction**") that would have the effect of preserving for Party B the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under this Agreement in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date, (3) made on the basis that Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included, (4) made in respect of a Replacement Transaction with terms that are, in all material respects, no less beneficial for Party B than those of this Agreement (save for the exclusion of provisions relating to Transactions that are not Terminated Transactions) as determined by Party B and (5) obtained by Party A or Party B."

- (ii) The definition of "Settlement Amount" shall be deleted in its entirety and replaced with the following:

""**Settlement Amount**" means, with respect to any Early Termination Date,

- (1) if, on or prior to such Early Termination Date, a Market Quotation for the relevant Terminated Transaction or group of Terminated Transactions is accepted by Party B so as to

become legally binding, an amount equal to the Termination Currency Equivalent of the amount (whether positive or negative) of such Market Quotation;

- (2) if on such Early Termination Date, no Market Quotation for the relevant Terminated Transaction or group of Terminated Transactions has been accepted by Party B so as to become legally binding and one or more Market Quotations have been communicated to Party B and remain capable of becoming legally binding upon acceptance by Party B, the Termination Currency Equivalent of the amount (whether positive or negative) of the lowest of such Market Quotations; (for the avoidance of doubt, (i) a Market Quotation expressed as a negative number is lower than a Market Quotation expressed as a positive number and (ii) the lower of two Market Quotations expressed as negative numbers is the one with the largest absolute value); or
- (3) if on such Early Termination Date, (x) no Market Quotation for the relevant Terminated Transaction or group of Terminated Transactions has been accepted by Party B so as to become legally binding and (y) no Market Quotations have been communicated to Party B and remain capable of becoming legally binding upon acceptance by Party B, Party B's Loss (whether positive or negative and without reference to any Unpaid Amounts) for the relevant Terminated Transaction or group of Terminated Transactions.
- (iii) If Party B elects to determine whether or not a Firm Offer satisfies the condition in sub-paragraph (4) of the definition of "Market Quotation" it shall do so in a commercially reasonable manner.
- (iv) At any time on or before the Early Termination Date at which two or more Market Quotations have been communicated to Party B and remain capable of becoming legally binding upon acceptance by Party B, Party B shall be entitled to accept only the lowest of such Market Quotations (for the avoidance of doubt, (i) a Market Quotation expressed as a negative number is lower than a Market Quotation expressed as a positive number and (ii) the lower of two Market Quotations expressed as negative numbers is the one with the largest absolute value).
- (v) If Party B requests Party A in writing to obtain Market Quotations, Party A shall use its reasonable efforts to do so before the Early Termination Date.
- (vi) Any amount owed to Party B under Section 6(e) will be payable on the day that notice, given in accordance with Section 6(d), of the amount payable is effective.

(q) ***Change of Account***

Section 2(b) of this Agreement is hereby amended by the addition of the following at the end thereof:

"; provided that such new account shall be in the same legal and tax jurisdiction as the original account and such new account, in the case of Party B, is held with a financial institution with (i) a short term unsecured, unsubordinated and unguaranteed debt obligation rating of at least P-1 (in the case of Moody's), A-1 (in the case of S&P) and F1 (in the case of Fitch) and (ii) a long-term, unsecured, unsubordinated and unguaranteed debt obligation of at least A (in the case of Fitch and S&P)."

(r) ***ISDA Illegality/Force Majeure Protocol***

The parties agree that the provisions of the ISDA Illegality/Force Majeure Protocol including Schedule 1 thereto published by the International Swaps and Derivatives Association, Inc on 11 July 2012 (the "***Protocol***") and all definitions contained in paragraph 5 of the Protocol are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of section 2 of the Protocol. In this respect "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

In connection with the above, Section 5(b)(vi) (*Force Majeure Event*) shall be deemed modified so as to remove the words “or impracticable” and “or impracticability” wherever they appear in that Section.

(s) ***Additional Representation***

Section 3 of this Agreement is amended by the addition at the end thereof of the following additional representation:

"(g) **No Agency.** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity."

The following additional representations shall be given by Party A only:

"(h) **Pari Passu.** Its obligations under this Agreement rank at least pari passu with all of its other unsecured, unsubordinated obligations except those obligations preferred by operation of law.

(i) **Authorised Person.** Party A represents to Party B (which representation will be deemed to be repeated by Party A on each date on which a Transaction is entered into) that, to the extent that entering into this Agreement, including any Transaction, constitutes regulated activity in the United Kingdom, Party A is an authorised person permitted to carry on that regulated activity or an exempt person in respect of that regulated activity under the Financial Services and Markets Act 2000 (FSMA)."

(t) ***Recording of Conversations***

Each party to this Agreement (i) consents to the recording of the telephone conversations of its personnel or any personnel employed by any Affiliate or third party acting on its behalf in connection with this Agreement or any potential Transaction, (ii) agrees to obtain any necessary consent of, and give notice of such recording to, such personnel, (iii) agrees that recordings may be submitted in evidence in any Proceedings relating to this Agreement.

(u) ***Relationship Between the Parties***

The Agreement is amended by the insertion after Section 14 of an additional Section 15, reading in its entirety as follows:

"15. **Relationship between the parties**

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(a) **Non Reliance.** It is acting for its own account, and it has made its own decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. It has not received from the other party any assurance or guarantee as to the expected results of that Transaction.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the financial and other risks of that Transaction.

(c) **Status of Parties.** The other party is not acting as a fiduciary or an adviser for it in respect of that Transaction.

(v) **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

(w) **Tax.**

The Agreement is amended by deleting Section 2(d) in its entirety and replacing it with the following:

"(d) **Deduction or Withholding for Tax**

(i) **Requirement to Withhold**

All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax (including a deduction or withholding by any of the members of Party B in respect of a payment made by Party B) unless such deduction or withholding is required (including, for the avoidance of doubt, if such deduction or withholding is required in order for the payer to obtain relief from Tax) by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold (or, in the case of Party B, any member of Party B is required to deduct or withhold), then that party (**X**):

- (1) will promptly notify the other party (**Y**) of such requirement;
- (2) will pay or procure payment to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any Gross Up Amount (as defined below) paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;
- (3) will promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and
- (4) if X is Party A, Party A will promptly pay, in addition to the payment to which Party B is otherwise entitled under this Agreement, such additional amount (the "**Gross Up Amount**") as is necessary to ensure that the net amount actually received by Party B will equal the full amount which Party B would have received had no such deduction or withholding been required.

(ii) **Liability**

If:

- (1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding for or on account of any Tax in respect of payments under this Agreement; and
- (2) X does not so deduct or withhold; and
- (3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent that Y has satisfied or then satisfies the liability resulting from such Tax, (A) where X is Party B (or any member of Party B), Party A will promptly pay to Party B (or the relevant member of Party B) the amount of such liability (the **Liability Amount**) (including any related liability for interest and together with an amount equal to the Tax payable by Party B (or the relevant member of Party B) on receipt of such amount but including any related liability for penalties only if Party A has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)) and Party B (or the relevant member of Party B) will promptly pay to the relevant government revenue authority the amount of such liability (including any related liability for interest and penalties) and (B) where X is Party A and Party A would have been required to pay a Gross Up Amount to Party B, Party A will promptly pay to the relevant government revenue authority the amount of such liability (including any related liability for interest and penalties).

(iii) ***Tax Credit etc.***

Where Party A pays a Gross Up Amount in accordance with Section 2(d)(i)(4) above, Party B undertakes as follows:

- (1) to the extent that Party B (or any member of Party B) obtains, retains and utilises any Tax credit, allowance, set-off or repayment from the tax authorities of any jurisdiction relating to that Gross Up Amount, an additional payment of which the Gross Up Amount forms part or to a deduction to a deduction or withholding in consequence of which the payment of that Gross Up Amount when required (a "**Tax Credit**"), Party B shall pay to Party A, as soon as practical after receipt of the same, so much of the cash benefit (as calculated below) relating thereto which Party B (or any member of Party B) has received as will leave Party B (or any member of Party B) in substantially the same (but in any event no worse) position as Party B (or any member of Party B) would have been had the payment of the Gross Up Amount not been required to be made;
- (2) the "cash benefit" shall, in the case of a Tax Credit be the additional amount of Tax which would have been due and payable by Party B (or any member of Party B) in the relevant jurisdiction referred to in (1) above but for the obtaining and utilisation by it of the said Tax Credit and, in the case of a repayment, shall be the amount of the repayment together with any related interest obtained by Party B (or any member of Party B) from the relevant tax authority; and
- (3) without prejudice to this Part 5(w), nothing contained in this Schedule shall interfere with the right of Party B (or any of its members) or Party A to arrange its tax and other affairs in whatever manner it thinks fit and, in particular, neither Party B (nor any of its members) nor Party A shall be under any obligation to claim relief from Tax on its corporate profits, or from any similar Tax liability, in respect of the Tax, or to claim relief in priority to any other claims, reliefs, credits or deductions available to it. Neither Party B (or any of its members) nor Party A shall be obliged to disclose any confidential information relating to the organisation of its affairs.

(x) ***Representations***

Section 3(b) shall be amended by the deletion of the words "or Potential Event of Default" in respect of the representation given by Party B.

(y) ***Unpaid Amounts***

For the avoidance of doubt, for the purpose of determining Unpaid Amounts, any payment or delivery obligation which was (or would have been but for Section 2(a)(iii)) required to be performed pursuant to Paragraph 2 of the Credit Support Annex shall be disregarded for the purposes of Section 6(e).

(z) ***Expenses***

Section 11 shall be deleted in its entirety and replaced by the following: "A Defaulting Party or an Affected Party (if such Affected Party is Party A) will, on demand, indemnify and hold harmless the other party for and against the Termination Currency Equivalent of all reasonable out-of-pocket expenses, including legal fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which such Defaulting Party or Affected Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection and costs incurred in connection with procuring a replacement for this Agreement (other than any amount paid or payable to a replacement counterparty). If, following the making of one or more demands under this Section 11, a reduction is effected pursuant to the last sentence of the first paragraph in Section 6(e), the aggregate amount payable in respect of such demands shall be deemed to be discharged to the extent of the amount of such reduction."

(aa) ***Scope of Agreement***

It is hereby understood and agreed that the provisions of this Agreement shall only apply to the Covered Bond Swap entered into between Party A and Party B (and, for the avoidance of doubt, the Credit Support Annex attached hereto) in respect of the series 61 €1,000,000,000 Fixed Rate Covered Bonds due 2022, with the ISIN XS1220923996 (the "**Covered Bonds**") issued by the Issuer under the €35 billion Global Covered Bond Programme, and that no other Transaction may be entered into pursuant hereto.

Part 6. **EMIR**

Party A and Party B have entered into the EMIR/DFA Pack: Implementation of OTC Derivatives Regulation dated 7 April 2015 (the "**EMIR/DFA Pack**"). In the event of any inconsistency between the provisions of this Part 6 and the provisions of the EMIR/DFA Pack which apply to this Agreement, the provisions of the EMIR/DFA Pack which apply to this Agreement shall prevail.

(a) **Timely Confirmation**

(i) Section 9(e)(ii) is hereby amended by:

- (1) replacing the word "practicable" with the word "possible" in the third line thereof; and
- (2) inserting "or by such other method intended by the parties to be effective for the purpose of confirming or evidencing such Transaction" immediately before the words "which in each case will be sufficient" in the fifth line thereof.
- (3) inserting a new Section 9(e)(iii) as follows:

"In respect of each Relevant Confirmation Transaction, Party A and Party B will use reasonable efforts acting in good faith and a commercially reasonable manner to ensure each Relevant Confirmation Transaction is confirmed by the Timely Confirmation Deadline."

(ii) Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to comply with its obligations under Part 6(a)(i) will not constitute an Event of Default or a Termination Event under the Agreement.

(b) **Additional Representations**

Party A represents to Party B as at the date of this Agreement and on each day subsequent to the date of this Agreement while any Transaction remains outstanding that it constitutes a "financial counterparty" (as such term is defined in EMIR).

Party B represents to Party A as at the date of this Agreement and on each day subsequent to the date of this Agreement while any Transaction remains outstanding that it constitutes a "non-financial counterparty" (as such term is defined in EMIR) and it is not subject to a mandatory clearing obligation pursuant to EMIR in respect of the Transactions identified in the preamble to this Agreement.

Party A and Party B agree that, should either party become aware that a representation it has made under this Part 6(b) has become inaccurate, such party shall make reasonable efforts to notify the other party of the change to its classification for the purposes of EMIR.

(c) **Reporting.**

The Cash Manager has been appointed to act as a reporting agent with respect to Party B's reporting obligations under EMIR.

(d) **Amendment to Swap Documentation**

Notwithstanding any other provisions herein, either party (the "**Notifying Party**") may, at any time during the term of this Agreement, give written notice to the other party and the Security Trustee that certain provisions, rules, regulations, directions, processes, guidelines and procedures relating to EMIR (including, without limitation, any associated regulatory or implementing technical standards and advice, guidance or recommendations from relevant competent authorities or ESMA) have been clarified, updated, delivered, amended, modified or become operative and applicable to this Agreement (the "**New Regulatory Requirements**") and, as a result, require the amendment or modification of this Agreement to meet the New Regulatory Requirements.

Subject to certification by the Notifying Party to the Security Trustee and the other party that the Notifying Party is only seeking to implement changes it considers necessary to meet the New Regulatory Requirements, each of Party A, Party B and the Security Trustee shall use reasonable efforts to agree and execute an amended and restated Agreement that seeks to implement such changes to meet the New Regulatory Requirements and the parties shall endeavour to agree and execute such amendments within 30 Business Days (or such longer time as may be agreed between Party A and Party B) of the date on which the certification requirement above is satisfied.

(e) **ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol**

Parts I and III of the attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by ISDA on 19 July 2013 and available on the ISDA website (www.isda.org) (the "**PDD Protocol**") are incorporated herein as if set out in full in this Agreement but with the following amendments.

- (i) The definition of "Adherence Letter" is deleted and references to "Adherence Letter" and "such party's Adherence Letter" are deemed to be references to this Part 6(e) (*ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol*).
- (ii) References to "Implementation Date" are deemed to be references to the date of this Agreement.
- (iii) The definition of "Protocol" is deleted.
- (iv) The definitions of "Portfolio Data Sending Entity" and "Portfolio Data Receiving Entity" are replaced with the following:

"Portfolio Data Sending Entity" means Party B.

"Portfolio Data Receiving Entity" means Party A.

- (v) Local Business Days
 - (a) Party A specifies the following place for the purposes of the definition of Local Business Day as it applies to it: Paris.
 - (b) Party B specifies the following place(s) for the purposes of the definition of Local Business Day as it applies to it: London.
- (ii) Appointment of an Affiliate as agent

For the purposes of Part I(3)(a) of the attachment to the PDD Protocol:

Party A appoints the following Affiliates as its agent: None.

Party B appoints the following Affiliates as its agent: None.

- (vii) Use of an agent/third party service provider

For the purposes of Part I(3) of the attachment to the PDD Protocol:

Party A is a party that may use a third party service provider.

Party B is a party that may use an agent other than an Affiliate.

- (viii) Contact details for Portfolio Data, discrepancy notices and Dispute Notices

The following items *may* be delivered to Party A at the contact details shown below:

Portfolio Data: Ld-m-bo-portfolioconciliation@natixis.com

Notice of a discrepancy: Ld-m-bo-portfolioconciliation@natixis.com

Dispute Notice: Ld-m-bo-portfolioconciliation@natixis.com

The following items *may* be delivered to Party B at the contact details shown below:

Portfolio Data: adrian.clark@santandergbm.com

Notice of a discrepancy: adrian.clark@santandergbm.com

Dispute Notice: adrian.clark@santandergbm.com

- (ix) Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the parties, each party hereby consents to the disclosure of information:

- (1) to the extent required or permitted by any applicable law, rule or regulation which mandates reporting and/or retention of transaction and similar information or to the extent required by any order or directive regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other party is required or accustomed to act ("**Reporting Requirements**"); or
- (2) to and between the other party's head office, branches or affiliates, or any persons or entities who provide services to such other party or its head office, branches or affiliates, in each case, in connection with such Reporting Requirements.

- (x) Each party acknowledges that pursuant to global regulatory reform initiatives, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

- (xi) Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any swap or trade data repository or one or more systems or services operated by any trade repository ("**TR**") and any relevant regulators (including without limitation, the U.S. Commodity Futures Trading Commission or other U.S. regulators in the case of trade reporting under applicable U.S. laws, and the European Securities and Markets Authority and national regulators in the E.U. under the E.U. Regulation No. 648/2012 on OTC derivatives, central counterparties and trade repositories in the case of trade reporting under applicable E.U. laws) and that such disclosures could result in certain anonymous swap transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt, (i) to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (ii) any agreement between the parties to maintain confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.
- (xii) The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

(f) **Definitions**

For the purposes of this Part 6:

"**CCP**" means a central clearing house authorised under Article 14 of EMIR or recognised under Article 25 of EMIR.

"**CCP Service**" means in respect of a CCP, an over-the-counter derivative clearing service offered by such CCP.

"**Cleared**" means, in respect of a Transaction, that such Transaction has been submitted (including where details of such Transaction are submitted) to a CCP for clearing in a relevant CCP Service and that such CCP has become a party to a resulting or corresponding transaction, as applicable, pursuant to such CCP's Rule Set.

"**EMIR**" means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012.

"**London Business Day**" means, in respect of a party, a day on which commercial banks and foreign exchange markets settle payments and are open for general business in London.

"Relevant Confirmation Transaction" means any Transaction which is not Cleared and which was entered into on or following the Timely Confirmation Start Date between the Parties.

"Rule Set" means, with respect to a CCP Service, the relevant rules, conditions, procedures, regulations, standard terms, membership agreements, collateral addenda, notices, guidance, policies or other such documents promulgated by the relevant CCP and amended and supplemented from time to time.

"Timely Confirmation Deadline" means, in respect of a Relevant Confirmation Transaction, the end of the latest day by which such Relevant Confirmation Transaction must be confirmed in accordance with Article 12 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 published on 23 February 2013 in the Official Journal of the European Union.

"Timely Confirmation Start Date" means the twentieth day following the day of publication of Article 12 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 published 23 February 2013 in the Official Journal of the European Union.

IN WITNESS WHEREOF the parties have signed this Agreement as of 21 April 2015.

NATIXIS

ABBEY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)

By: 

Name:

Title:

Date:

Anthony Whittaker
Head of UK Bank ALM and Origination

By:

Name:

Title:

Date:

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:

Name:

Title:

Date:

21/04/2015

IN WITNESS WHEREOF the parties have signed this Agreement as of 21 April 2015.

NATIXIS

ABBEY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)


By:.....

Name:

Title:

Date:

By:

Name:  CLAIKE KUBILE
Title: Authorised signatory
Date: 21 April 2015

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:.....

Name:

Title:

Date:

IN WITNESS WHEREOF the parties have signed this Agreement as of 21 April 2015.

NATIXIS

ABBEY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:

Name:

Title:

Date:

Alan Coster
Associate Director

Robert Bebb
Associate Director

EXHIBIT
FORM OF REPLACEMENT OPTION SWITCH NOTICE

To: *[insert current name of Party B]*
[address]
[Standard & Poor's]
[address]
[Security Trustee]
[address]

From: *[insert current name of Party A]*
[address]
[Copy: *[insert current name of [trustee]] [address]*]
[date]

Dear Sirs,
REPLACEMENT OPTION SWITCH NOTICE

We refer to the ISDA Master Agreement dated as of [], between *[insert name]* and *[insert name]* (the "**Agreement**").

All terms capitalised but not defined herein shall have the meaning given to such terms in the Agreement.

This is a Replacement Option Switch Notice.

As of the day that is the first Local Business Day after the day on which this notice becomes effective pursuant to section 12 (*Notices*) of the Agreement, Replacement Option [1/2/3] shall apply until the delivery of another Replacement Option Switch Notice.

This Replacement Option Switch Notice shall form part of the Agreement as of the date it becomes effective pursuant to section 12 (*Notices*) of the Agreement.

Yours faithfully,
[INSERT NAME]
By: Title:

(Bilateral Form - Transfer)

(ISDA Agreements Subject to English Law)

ISDA®

International Swaps and Derivatives Association, Inc.

CREDIT SUPPORT ANNEX

to the Schedule to the

ISDA Master Agreement

dated as of 21 April 2015

between

..... NATIXIS and ABBEY COVERED BONDS LLP
("Party A") ("Party B")

..... DEUTSCHE TRUSTEE COMPANY LIMITED
("Security Trustee")

This Annex supplements, forms part of, and is subject to, the ISDA Master Agreement referred to above and is part of its Schedule. For the purposes of this Agreement, including, without limitation, Sections 1(c), 2(a), 5 and 6, the credit support arrangements set out in this Annex constitute a Transaction (for which this Annex constitutes the Confirmation).

Paragraph 1. Interpretation

Capitalised terms not otherwise defined in this Annex or elsewhere in this Agreement have the meanings specified pursuant to Paragraph 10, and all references in this Annex to Paragraphs are to Paragraphs of this Annex. In the event of any inconsistency between this Annex and the other provisions of this Schedule, this Annex will prevail, and in the event of any inconsistency between Paragraph 11 and the other

provisions of this Annex, Paragraph 11 will prevail. For the avoidance of doubt, references to "transfer" in this Annex mean, in relation to cash, payment and, in relation to other assets, delivery.

Paragraph 2. Credit Support Obligations

(a) ***Delivery Amount.*** Subject to Paragraphs 3 and 4, upon a demand made by the Transferee on or promptly following a Valuation Date, if the Delivery Amount for that Valuation Date equals or exceeds the Transferor's Minimum Transfer Amount, then the Transferor will transfer to the Transferee Eligible Credit Support having a Value as of the date of transfer at least equal to the applicable Delivery Amount (rounded pursuant to Paragraph 11(b)(iii)(D)). Unless otherwise specified in Paragraph 11(b), the "Delivery Amount" applicable to the Transferor for any Valuation Date will equal the amount by which:

(i) the Credit Support Amount

exceeds

(ii) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

(b) ***Return Amount.*** Subject to Paragraphs 3 and 4, upon a demand made by the Transferor on or promptly following a Valuation Date, if the Return Amount for that Valuation Date equals or exceeds the Transferee's Minimum Transfer Amount, then the Transferee will transfer to the Transferor Equivalent Credit Support specified by the Transferor in that demand having a Value as of the date of transfer as close as practicable to the applicable Return Amount (rounded pursuant to Paragraph 11(b)(iii)(D)) and the Credit Support Balance will, upon such transfer, be reduced accordingly. Unless otherwise specified in Paragraph 11(b), the "Return Amount" applicable to the Transferee for any Valuation Date will equal the amount by which:

(i) the Value as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date)

exceeds

(ii) the Credit Support Amount.

Paragraph 3. Transfers, Calculations and Exchanges

(a) ***Transfers.*** All transfers under this Annex of any Eligible Credit Support, Equivalent Credit Support, Interest Amount or Equivalent Distributions shall be made in accordance with the instructions of the Transferee or Transferor, as applicable, and shall be made:

(i) in the case of cash, by transfer into one or more bank accounts specified by the recipient;

(ii) in the case of certificated securities which cannot or which the parties have agreed will not be delivered by book-entry, by delivery in appropriate physical form to the recipient or its account accompanied by any duly executed instruments of transfer, transfer tax stamps and any other documents necessary to constitute a legally valid transfer of the transferring party's legal and beneficial title to the recipient; and

(iii) in the case of securities which the parties have agreed will be delivered by book-entry, by the giving of written instructions (including, for the avoidance of doubt, instructions given by telex, facsimile transmission or electronic messaging system) to the relevant depository institution or other entity specified by the recipient, together with a written copy of the instructions to the recipient, sufficient, if complied with, to result in a legally effective transfer of the transferring party's legal and beneficial title to the recipient.

Subject to Paragraph 4 and unless otherwise specified, if a demand for the transfer of Eligible Credit Support or Equivalent Credit Support is received by the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the date such demand is received; if a demand is received after the Notification Time, then the relevant transfer will be made not later than the close of business on the Settlement Day relating to the day after the date such demand is received.

(b) **Calculations.** All calculations of Value and Exposure for purposes of Paragraphs 2 and 4(a) will be made by the relevant Valuation Agent as of the relevant Valuation Time. The Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) of its calculations not later than the Notification Time on the Local Business Day following the applicable Valuation Date (or, in the case of Paragraph 4(a), following the date of calculation).

(c) **Exchanges.**

(i) Unless otherwise specified in Paragraph 11, the Transferor may on any Local Business Day by notice inform the Transferee that it wishes to transfer to the Transferee Eligible Credit Support specified in that notice (the "New Credit Support") in exchange for certain Eligible Credit Support (the "Original Credit Support") specified in that notice comprised in the Transferor's Credit Support Balance.

(ii) If the Transferee notifies the Transferor that it has consented to the proposed exchange, (A) the Transferor will be obliged to transfer the New Credit Support to the Transferee on the first Settlement Day following the date on which it receives notice (which may be oral telephonic notice) from the Transferee of its consent and (B) the Transferee will be obliged to transfer to the Transferor Equivalent Credit Support in respect of the Original Credit Support not later than the Settlement Day following the date on which the Transferee receives the New Credit Support, unless otherwise specified in Paragraph 11(d) (the "Exchange Date"); *provided* that the Transferee will only be obliged to transfer Equivalent Credit Support with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the New Credit Support as of that date.

Paragraph 4. Dispute Resolution

(a) ***Disputed Calculations or Valuations.*** If a party (a "Disputing Party") reasonably disputes (I) the Valuation Agent's calculation of a Delivery Amount or a Return Amount or (II) the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, then:

(1) the Disputing Party will notify the other party and the Valuation Agent (if the Valuation Agent is not the other party) not later than the close of business on the Local Business Day following, in the case of (I) above, the date that the demand is received under Paragraph 2 or, in the case of (II) above, the date of transfer;

(2) in the case of (I) above, the appropriate party will transfer the undisputed amount to the other party not later than the close of business on the Settlement Day following the date that the demand is received under Paragraph 2;

(3) the parties will consult with each other in an attempt to resolve the dispute; and

(4) if they fail to resolve the dispute by the Resolution Time, then:

(i) in the case of a dispute involving a Delivery Amount or Return Amount, unless otherwise specified in Paragraph 11(c), the Valuation Agent will recalculate the Exposure and the Value as of the Recalculation Date by:

(A) utilising any calculations of that part of the Exposure attributable to the Transactions that the parties have agreed are not in dispute;

(B) calculating that part of the Exposure attributable to the Transactions in dispute by seeking four actual quotations at mid-market from Reference Market-makers for purposes of calculating Market Quotation, and taking the arithmetic average of those obtained; *provided* that if four quotations are not available for a particular Transaction, then fewer than four quotations may be used for that Transaction, and if no quotations are available for a particular Transaction, then the Valuation Agent's original calculations will be used for the Transaction; and

(C) utilising the procedures specified in Paragraph 11(e)(ii) for calculating the Value, if disputed, of the outstanding Credit Support Balance;

(ii) in the case of a dispute involving the Value of any transfer of Eligible Credit Support or Equivalent Credit Support, the Valuation Agent will recalculate the Value as of the date of transfer pursuant to Paragraph 11(e)(ii).

Following a recalculation pursuant to this Paragraph, the Valuation Agent will notify each party (or the other party, if the Valuation Agent is a party) as soon as possible but in any event not later than the Notification Time on the Local Business Day following the Resolution Time. The appropriate party will, upon demand following such notice given by the Valuation Agent or a resolution pursuant to (3) above and subject to Paragraph 3(a), make the appropriate transfer.

(b) **No Event of Default.** The failure by a party to make a transfer of any amount which is the subject of a dispute to which Paragraph 4(a) applies will not constitute an Event of Default for as long as the procedures set out in this Paragraph 4 are being carried out. For the avoidance of doubt, upon completion of those procedures, Section 5(a)(i) of this Agreement will apply to any failure by a party to make a transfer required under the final sentence of Paragraph 4(a) on the relevant due date.

Paragraph 5. Transfer of Title, No Security Interest, Distributions and Interest Amount

(a) **Transfer of Title.** Each party agrees that all right, title and interest in and to any Eligible Credit Support, Equivalent Credit Support, Equivalent Distributions or Interest Amount which it transfers to the other party under the terms of this Annex shall vest in the recipient free and clear of any liens, claims, charges or encumbrances or any other interest of the transferring party or of any third person (other than a lien routinely imposed on all securities in a relevant clearance system).

(b) **No Security Interest.** Nothing in this Annex is intended to create or does create in favour of either party any mortgage, charge, lien, pledge, encumbrance or other security interest in any cash or other property transferred by one party to the other party under the terms of this Annex.

(c) **Distributions and Interest Amount.**

(i) **Distributions.** The Transferee will transfer to the Transferor not later than the Settlement Day following each Distributions Date cash, securities or other property of the same type, nominal value, description and amount as the relevant Distributions ("Equivalent Distributions") to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

(ii) **Interest Amount.** Unless otherwise specified in Paragraph 11(f)(iii), the Transferee will transfer to the Transferor at the times specified in Paragraph 11(f)(ii) the relevant Interest Amount to the extent that a Delivery Amount would not be created or increased by the transfer, as calculated by the Valuation Agent (and the date of calculation will be deemed a Valuation Date for this purpose).

Paragraph 6. Default

If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of Section 6(e). For the avoidance of doubt, if Market Quotation is the applicable payment measure for purposes of Section 6(e), then the Market Quotation determined under Section 6(e) in relation to the Transaction constituted by this Annex will be deemed to be zero, and, if Loss is the applicable payment measure for purposes of Section 6(e), then the Loss determined under Section 6(e) in relation to the Transaction will be limited to the Unpaid Amount representing the Value of the Credit Support Balance.

Paragraph 7. Representation

Each party represents to the other party (which representation will be deemed to be repeated as of each date on which it transfers Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions) that it is the sole owner of or otherwise has the right to transfer all Eligible Credit Support, Equivalent Credit Support or Equivalent Distributions it transfers to the other party under this Annex, free and clear of any security interest, lien, encumbrance or other restriction (other than a lien routinely imposed on all securities in a relevant clearance system).

Paragraph 8. Expenses

Each party will pay its own costs and expenses (including any stamp, transfer or similar transaction tax or duty payable on any transfer it is required to make under this Annex) in connection with performing its obligations under this Annex, and neither party will be liable for any such costs and expenses incurred by the other party.

Paragraph 9. Miscellaneous

(a) ***Default Interest.*** Other than in the case of an amount which is the subject of a dispute under Paragraph 4(a), if a Transferee fails to make, when due, any transfer of Equivalent Credit Support, Equivalent Distributions or the Interest Amount, it will be obliged to pay the Transferor (to the extent permitted under applicable law) an amount equal to interest at the Default Rate multiplied by the Value on the relevant Valuation Date of the items of property that were required to be transferred, from (and including) the date that the Equivalent Credit Support, Equivalent Distributions or Interest Amount were required to be transferred to (but excluding) the date of transfer of the Equivalent Credit Support, Equivalent Distributions or Interest Amount. This interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(b) ***Good Faith and Commercially Reasonable Manner.*** Performance of all obligations under this Annex, including, but not limited to, all calculations, valuations and determinations made by either party, will be made in good faith and in a commercially reasonable manner.

(c) ***Demands and Notices.*** All demands and notices given by a party under this Annex will be given as specified in Section 12 of this Agreement.

(d) ***Specifications of Certain Matters.*** Anything referred to in this Annex as being specified in Paragraph 11 also may be specified in one or more Confirmations or other documents and this Annex will be construed accordingly.

Paragraph 10. Definitions

As used in this Annex:

"Base Currency" means the currency specified as such in Paragraph 11(a)(i).

"Base Currency Equivalent" means, with respect to an amount on a Valuation Date, in the case of an amount denominated in the Base Currency, such Base Currency amount and, in the case of an amount denominated in a currency other than the Base Currency (the "Other Currency"), the amount of Base Currency required to purchase such amount of the Other Currency at the spot exchange rate determined by the Valuation Agent for value on such Valuation Date.

"Credit Support Amount" means, with respect to a Transferor on a Valuation Date, (i) the Transferee's Exposure plus (ii) all Independent Amounts applicable to the Transferor, if any, minus (iii) all Independent Amounts applicable to the Transferee, if any, minus (iv) the Transferor's Threshold; *provided, however*, that the Credit Support Amount will be deemed to be zero whenever the calculation of Credit Support Amount yields a number less than zero.

"Credit Support Balance" means, with respect to a Transferor on a Valuation Date, the aggregate of all Eligible Credit Support that has been transferred to or received by the Transferee under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as reduced pursuant to Paragraph 2(b), 3(c)(ii) or 6. Any Equivalent Distributions or Interest Amount (or portion of either) not transferred pursuant to Paragraph 5(c)(i) or (ii) will form part of the Credit Support Balance.

"Delivery Amount" has the meaning specified in Paragraph 2(a).

"Disputing Party" has the meaning specified in Paragraph 4.

"Distributions" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance consisting of securities, all principal, interest and other payments and distributions of cash or other property to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time.

"Distributions Date" means, with respect to any Eligible Credit Support comprised in the Credit Support Balance other than cash, each date on which a holder of such Eligible Credit Support is entitled to receive Distributions or, if that date is not a Local Business Day, the next following Local Business Day.

"Eligible Credit Support" means, with respect to a party, the items, if any, specified as such for that party in Paragraph 11(b)(ii) including, in relation to any securities, if applicable, the proceeds of any redemption in whole or in part of such securities by the relevant issuer.

"Eligible Currency" means each currency specified as such in Paragraph 11(a)(ii), if such currency is freely available.

"Equivalent Credit Support" means, in relation to any Eligible Credit Support comprised in the Credit Support Balance, Eligible Credit Support of the same type, nominal value, description and amount as that Eligible Credit Support.

"Equivalent Distributions" has the meaning specified in Paragraph 5(c)(i).

"Exchange Date" has the meaning specified in Paragraph 11(d).

"Exposure" means, with respect to a party on a Valuation Date and subject to Paragraph 4 in the case of a dispute, the amount, if any, that would be payable to that party by the other party (expressed as a positive number) or by that party to the other party (expressed as a negative number) pursuant to Section 6(e)(ii)(1) of this Agreement if all Transactions (other than the Transaction constituted by this Annex) were being terminated as of the relevant Valuation Time, on the basis that (i) that party is not the Affected Party and (ii) the Base Currency is the Termination Currency; *provided* that Market Quotations will be determined by the Valuation Agent on behalf of that party using its estimates at mid-market of the amounts that would be paid for Replacement Transactions (as that term is defined in the definition of "Market Quotation").

"Independent Amount" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11 (b)(iii)(A); if no amount is specified, zero.

"Interest Amount" means, with respect to an Interest Period, the aggregate sum of the Base Currency Equivalents of the amounts of interest determined for each relevant currency and calculated for each day in that Interest Period on the principal amount of the portion of the Credit Support Balance comprised of cash in such currency, determined by the Valuation Agent for each such day as follows:

- (x) the amount of cash in such currency on that day; multiplied by
- (y) the relevant Interest Rate in effect for that day; divided by
- (z) 360 (or, in the case of pounds sterling, 365).

"Interest Period" means the period from (and including) the last Local Business Day on which an Interest Amount was transferred (or, if no Interest Amount has yet been transferred, the Local Business Day on which Eligible Credit Support or Equivalent Credit Support in the form of cash was transferred to or received by the Transferee) to (but excluding) the Local Business Day on which the current Interest Amount is transferred.

"Interest Rate" means, with respect to an Eligible Currency, the rate specified in Paragraph 11(f)(i) for that currency.

"Local Business Day", unless otherwise specified in Paragraph 11(h), means:

- (i) in relation to a transfer of cash or other property (other than securities) under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment;
- (ii) in relation to a transfer of securities under this Annex, a day on which the clearance system agreed between the parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the parties for this purpose;

- (iii) in relation to a valuation under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of location of the Valuation Agent and in the place(s) agreed between the parties for this purpose; and
- (iv) in relation to any notice or other communication under this Annex, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place specified in the address for notice most recently provided by the recipient.

"Minimum Transfer Amount" means, with respect to a party, the amount specified as such for that party in Paragraph 11(b)(iii)(C); if no amount is specified, zero.

"New Credit Support" has the meaning specified in Paragraph 3(c)(i).

"Notification Time" has the meaning specified in Paragraph 11(c)(iv).

"Recalculation Date" means the Valuation Date that gives rise to the dispute under Paragraph 4; *provided, however*, that if a subsequent Valuation Date occurs under Paragraph 2 prior to the resolution of the dispute, then the **"Recalculation Date"** means the most recent Valuation Date under Paragraph 2.

"Resolution Time" has the meaning specified in Paragraph 11(c)(i).

"Return Amount" has the meaning specified in Paragraph 2(b).

"Settlement Day" means, in relation to a date, (i) with respect to a transfer of cash or other property (other than securities), the next Local Business Day and (ii) with respect to a transfer of securities, the first Local Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Local Business Day after such date on which it is reasonably practicable to deliver such securities).

"Threshold" means, with respect to a party, the Base Currency Equivalent of the amount specified as such for that party in Paragraph 11(b)(iii)(B); if no amount is specified, zero.

"Transferee" means, in relation to each Valuation Date, the party in respect of which Exposure is a positive number and, in relation to a Credit Support Balance, the party which, subject to this Annex, owes such Credit Support Balance or, as the case may be, the Value of such Credit Support Balance to the other party.

"Transferor" means, in relation to a Transferee, the other party.

"Valuation Agent" has the meaning specified in Paragraph 11(c)(i).

"Valuation Date" means each date specified in or otherwise determined pursuant to Paragraph 11(c)(ii).

"Valuation Percentage" means, for any item of Eligible Credit Support, the percentage specified in Paragraph 11(b)(ii).

"Valuation Time" has the meaning specified in Paragraph 11(c)(iii).

"Value" means, for any Valuation Date or other date for which Value is calculated, and subject to Paragraph 4 in the case of a dispute, with respect to:

- (i) Eligible Credit Support comprised in a Credit Support Balance that is:
 - (A) an amount of cash, the Base Currency Equivalent of such amount multiplied by the applicable Valuation Percentage, if any; and
 - (B) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent multiplied by the applicable Valuation Percentage, if any; and
- (ii) items that are comprised in a Credit Support Balance and are not Eligible Credit Support, zero.

Covered Bond Swap CSA**CREDIT SUPPORT ANNEX**

Elections and Variables dated as of 21 April 2015

Between

NATIXIS, a limited liability company (société anonyme à Conseil d'Administration) incorporated under the laws of France, registered with the company registrar (registre du commerce et des sociétés) of Paris with register number 542 044524, whose registered office is in Paris, 30 Avenue Pierre Mendès-France 75013 Paris, acting through its London Branch located at Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA, United Kingdom ("**Party A**")

ABBEY COVERED BONDS LLP ("**Party B**")

and

DEUTSCHE TRUSTEE COMPANY LIMITED (the "**Security Trustee**")

Paragraph 11. Elections and Variables**(a) Base Currency and Eligible Currency.**

- (i) "Base Currency" means Euro.
- (ii) "Eligible Currency" means the Base Currency and each other currency specified here: GBP and U.S. Dollar.

(b) Credit Support Obligations.**(i) Delivery Amount, Return Amount and Credit Support Amount.**

- (A) "**Delivery Amount**": Paragraph 2(a) shall apply, except that the words, "upon a demand made by the Transferee on or promptly following a Valuation Date", shall be deleted and the word "that" on the second line of Paragraph 2(a) shall be replaced with the word "a". Further, if, and for so long as, the Rating Agency Collateralisation Provisions apply, Paragraph 2(a) shall be deemed to be so amended by deleting in its entirety the sentence beginning "Unless otherwise specified in Paragraph 11(b)" and inserting in lieu thereof the following:

"The "**Delivery Amount**" applicable to the Transferor for any Valuation Date will equal the greatest of:

- (1) the amount by which (a) the S&P Credit Support Amount, exceeds (b) the Value (determined using the S&P Valuation Percentages) as of such Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date);
- (2) the amount by which (a) the Moody's Credit Support Amount, exceeds (b) the Value (determined using the Moody's Valuation Percentages) as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been

completed and for which the relevant Settlement Day falls on or after such Valuation Date); and

- (3) the amount by which (a) the Fitch Credit Support Amount, exceeds (b) the Value (determined using the Fitch Valuation Percentages) as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date).

Provided that if, in respect of any Valuation Date falling on a day on which the Rating Agency Collateralisation Provisions apply, the Delivery Amount is greater than the Minimum Transfer Amount, the Transferor will transfer to the Transferee sufficient Eligible Credit Support to ensure that, immediately following such transfer, none of the amounts calculated above shall be greater than zero.

- (B) "**Return Amount**" has the meaning as specified in Paragraph 2(b) provided that, for so long as the Rating Agency Collateralisation Provisions apply, Paragraph 2(b) shall be deemed to be amended by deleting the sentence beginning "Unless otherwise specified in Paragraph 11(b)" and inserting in lieu thereof the following:

The "**Return Amount**" applicable to the Transferee for any Valuation Date will equal the least of:

- (1) the amount by which (a) the Value (determined using the S&P Valuation Percentages) as of such Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds (b) the S&P Credit Support Amount for such Valuation Date; and
- (2) the amount by which (a) the Value (determined using the Moody's Valuation Percentages) as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds (b) the Moody's Credit Support Amount for such Valuation Date; and
- (3) the amount by which (a) the Value (determined using the Fitch Valuation Percentages) as of that Valuation Date of the Transferor's Credit Support Balance (adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or after such Valuation Date) exceeds (b) the Fitch Credit Support Amount for such Valuation Date.

Provided that in no event shall the Transferee be required to transfer any Equivalent Credit Support under Paragraph 2(b) if, immediately following such transfer, the Delivery Amount would be greater than zero.

- (C) "**Credit Support Amount**" has the meaning specified in Paragraph 10, provided that, for so long as the Rating Agency Collateralisation Provisions apply, "**Credit Support Amount**" means for the purpose of S&P, the S&P Credit Support

Amount (as defined in Paragraph 11(h)(vi)(C)), for the purpose of Moody's, the Moody's Credit Support Amount (as defined in Paragraph 11(h)(vi)(A) (and for the purpose of Fitch, the Fitch Credit Support Amount (as defined in Paragraph 11(h)(vi)(B)).

(ii) **Eligible Credit Support.**

The following items will qualify as "Eligible Credit Support" for Party A:

- (1) in respect of Moody's, the items specified in Appendix A of this Annex will qualify as Eligible Credit Support for Party A;
- (2) in respect of Fitch, the items specified in Appendix B of this Annex will qualify as Eligible Credit Support for Party A; and
- (3) in respect of S&P, the items specified in Appendix D of this Annex will qualify as Eligible Credit Support for Party A.

"Valuation Percentage" means (1) if, and for so long as, the Rating Agency Collateralisation Provisions apply, Moody's Valuation Percentage, Fitch Valuation Percentage or S&P Valuation Percentage, as applicable; *provided that* on any Valuation Date that is an Early Termination Date, the Valuation Percentage shall be equal to 100% in respect of all Eligible Credit Support that comprises the Credit Support Balance; or (2) if the Rating Agency Collateralisation Provisions do not apply, for any item of Eligible Credit Support, the highest Valuation Percentage for such item of Eligible Credit Support set out in the Moody's Valuation Percentage, Fitch Valuation Percentage or S&P Valuation Percentage; *provided that* on any Valuation Date that is an Early Termination Date, the Valuation Percentage shall be equal to 100% in respect of all Eligible Credit Support that comprises the Credit Support Balance.

(iii) **Thresholds.**

- (A) **"Independent Amount"** means, for Party A and Party B, with respect to each Transaction, zero.
- (B) **"Threshold"** means, for Party A: zero.

"Threshold" means, for Party B: infinity.
- (C) **"Minimum Transfer Amount"** means, with respect to Party A and Party B, EUR 50,000; provided, that if (1) an Event of Default has occurred and is continuing with respect to Party A, or (2) an Additional Termination Event has occurred in respect of which Party A is an Affected Party, the Minimum Transfer Amount with respect to such party shall be zero.
- (D) **"Rounding"** The Delivery Amount will be rounded up and the Return Amount will be rounded down to the nearest integral multiple of EUR 10,000 respectively, subject to the maximum Return Amount being equal to the Credit Support Balance; *provided, however, that* if the Credit Support Amount is zero, rounding shall not apply.

(c) **Valuation and Timing.**

- (i) **"Valuation Agent"** means Party A, provided that if Party A is the Defaulting Party, Party B may, by giving written notice to Party A, appoint a substitute Valuation Agent.
- (ii) **"Valuation Date"** means each Local Business Day.

- (iii) **"Valuation Time"** means the close of business in the relevant market, as determined by the Valuation Agent, on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable; provided that the calculations of Value and Exposure, as far as practicable, will be made at approximately the same time on the same date.
 - (iv) **"Notification Time"** means by 2:00 p.m., London time, on a Local Business Day.
 - (v) **"Calculations"**. Paragraph 3(b) shall be amended by inserting the words, ", Moody's Credit Support Amount, Fitch Credit Support Amount, S&P Credit Support Amount," after the word "Value".
 - (vi) **Value**. Paragraph (i)(B) of the definition of "Value" shall be deleted in its entirety and replaced with the following: "(i)(B) a security, the Base Currency Equivalent of the bid price obtained by the Valuation Agent (or, if the Valuation Agent is a Defaulting Party and the Transferee has, by way of written notice to the Valuation Agent, nominated another entity to calculate the Value of securities, such entity) multiplied by the applicable Valuation Percentage, if any; and."
 - (d) **Exchange Date**. "Exchange Date" has the meaning specified in paragraph 3(c)(ii).
 - (e) **Dispute Resolution**.
 - (i) **"Resolution Time"**. means 2:00 p.m., London time, on the Local Business Day following the date on which notice is given that gives rise to a dispute under Paragraph 4.
 - (ii) **"Value"**. For the purpose of Paragraph 4(a)(4)(i)(C) and 4(a)(4)(ii), the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows:
 - (A) with respect to any Eligible Credit Support or Equivalent Credit Support comprising securities ("**Securities**") the Base Currency Equivalent of the sum of:
 - (a) (x) the bid price as at the Valuation Time on such date for such Securities on the principal national securities exchange on which such Securities are listed, *multiplied* by the applicable Valuation Percentage; or (y) where any Securities are not listed on a national securities exchange, the bid price for such Securities quoted as at the Valuation Time on such date by any principal market maker (which shall not be and shall be independent from the Valuation Agent) for such Securities chosen by the Valuation Agent, *multiplied* by the applicable Valuation Percentage; or (z) if no such bid price is listed or quoted for such date, the bid price listed or quoted (as the case may be), as at the Valuation Time on the day next preceding such date on which such prices were available, *multiplied* by the applicable Valuation Percentage; *plus*
 - (b) the accrued interest where applicable on such Securities (except to the extent that such interest shall have been paid to the Transferor pursuant to Paragraph 5(c)(ii) or included in the applicable price referred to in subparagraph (a) above) as of such date, multiplied by the applicable Valuation Percentage with respect to such Securities
- provided* that it is understood that in no circumstances shall be the Transferee be required to transfer a Return Amount in excess of the Credit Support Balance;
- (B) with respect to any cash, the Base Currency Equivalent of the following amount: such cash amount *multiplied* by the applicable Valuation Percentage; and
 - (C) with respect to any Eligible Credit Support or Equivalent Credit Support other than Securities and cash, the Base Currency Equivalent of the fair market value

thereof on such date, as determined in any reasonable manner chosen by the Valuation Agent, *multiplied* by the applicable Valuation Percentage.

- (iii) **"Alternative"**. The provisions of Paragraph 4 will apply.
- (f) **Distribution and Interest Amount.**
- (i) **"Interest Rate"**. The "Interest Rate" in relation to each Eligible Currency specified below will be:

GBP	For the relevant determination date, "SONIA" which means the reference rate equal to the overnight rate as calculated by the Wholesale Market Brokers Association which appears on the Reuters Screen SONIA Page in respect of that day.
EUR	For the relevant determination date "EONIA", which means a reference rate equal to the overnight rate for such day as calculated by the European Central Bank and published on Reuters Screen EONIA.
USD	For the relevant determination date, the effective federal funds rate in U.S. Dollars published on Reuters Screen FEDFUNDS1 Page in respect of that day.

- (ii) **"Transfer of Interest Amount"**. The transfer of the Interest Amount will be made on the first Local Business Day following the end of each calendar month to the extent that Party B has earned and received such amount of interest, and on any other Local Business Day on which Equivalent Credit Support is transferred to the Transferor pursuant to Paragraph 2(b), provided that Party B shall only be obliged to transfer any Interest Amount to Party A to the extent that it has received such amount.
- (iii) **"Alternative to Interest Amount"**. The provisions of Paragraph 5(c)(ii) will apply.
- (iv) **"Interest Amount"**. The definition of **"Interest Amount"** shall be deleted and replaced with the following:

"Interest Amount" means, with respect to an Interest Period and each portion of the Credit Support Balance comprised of cash in an Eligible Currency, the sum of the amounts of interest determined for each day in that Interest Period by the Valuation Agent as follows:

- (x) the amount of such currency comprised in the Credit Support Balance at the close of business for general dealings in the relevant currency on such day (or, if such day is not a Local Business Day, on the immediately preceding Local Business Day); multiplied by
- (y) the relevant Interest Rate; divided by
- (z) 360 (or in the case of Sterling, 365),

provided that no such interest (the "**Unreceived Interest**") shall be included in the "Interest Amount" in respect of an Interest Period unless it is received (and is net of any deduction or withholding for or on account of any tax) by Party B during such Interest Period (and for the avoidance of doubt, any Unreceived Interest in respect of an Interest Period shall subsequently be included in the "Interest Amount" for the relevant Interest Period during which such Unreceived Interest is actually received (net of any deduction or withholding for or on account of any tax) by Party B."

- (v) **Credit Support Balance.** The definition of "Credit Support Balance" in paragraph 10 shall be amended by the deletion of the last sentence and, for the avoidance of doubt, it is agreed and acknowledged that Equivalent Distributions or Interest Amount (or any portion of either) not transferred pursuant to Part 5(c)(i) or (ii) will not form part of the Credit Support Balance.

- (g) **Addresses for Transfers.**

Party A: Details to be obtained from: To be advised

Party B: Details to be obtained from: To be advised

- (h) **Other Provisions.**

- (i) **Transfer Timing.**

- (A) The final paragraph of Paragraph 3(a) shall be deleted and replaced with the following:

"Subject to Paragraph 4, and unless otherwise specified, any transfer of Eligible Credit Support or Equivalent Credit Support (whether by the Transferor pursuant to Paragraph 2(a) or by the Transferee pursuant to Paragraph 2(b)) shall be made not later than the close of business on the Settlement Day."

The definition of Settlement Day shall be deleted and replaced with the following:

"**Settlement Day**" means the next Local Business Day after the Demand Date".

For the purposes of this Paragraph 11(h)(i):

"**Demand Date**" means, with respect to a transfer by a party:

- (i) in the case of a transfer pursuant to Paragraph 2, Paragraph 3 or Paragraph 4(a)(2), the relevant Valuation Date (assuming that, in the case of any transfer to be made by the Transferee, the Transferee has received a demand on such date from the Transferor). For the avoidance of doubt, for the purposes of Paragraph 2, Paragraph 3 and Paragraph 4(a)(2), the Transferor will be deemed to receive notice of the demand by the Transferee to make a transfer of Eligible Credit Support on the Demand Date;
- (ii) in the case of a transfer pursuant to Paragraph 3(c)(ii)(A), the date on which the Transferee has given its consent to the proposed exchange;
- (iii) in the case of a transfer pursuant to Paragraph 5(c)(i), the relevant Distributions Date; and
- (iv) in the case of a transfer by the Transferor pursuant to the final paragraph of Paragraph 4(a), either the date of the resolution or the Local Business Day following the Resolution Time, as applicable. For the purposes of

the final paragraph of Paragraph 4(a), the Transferor will be deemed to receive notice of the demand by the Transferee to make a transfer of Eligible Credit Support.

For the avoidance of doubt, on each Demand Date the Transferor shall deliver to the Transferee and the Security Trustee a statement showing the amount of Eligible Credit Support to be delivered.

- (B) Paragraph 3(b) shall be amended by: (i) the deletion of the words "the Local Business Day following" in the fourth line thereof; and (ii) the addition of the words "on the Local Business Day" before the word "following" in the fifth line thereof.

(ii) ***Early Termination.***

The heading for Paragraph 6 shall be deleted and replaced with "Early Termination" and the following shall be added after the word "Default" in the first line of Paragraph 6, "or a Termination Event in relation to all (but not less than all) Transactions" and the following shall be added after the words "Defaulting Party" in the fourth line of Paragraph 6, "or an Affected Party".

(iii) ***Costs of Transfer.***

Notwithstanding Paragraph 8, the Transferor will be responsible for, and will reimburse the Transferee for, all stamp, transfer or similar transaction tax or duty payable on any transfer that it is required to make under this Annex and other costs involved in the transfer of Eligible Credit Support or Equivalent Credit Support either from the Transferor to the Transferee or from the Transferee to the Transferor hereto.

(iv) ***Cumulative Rights.***

The rights, powers and remedies of the Transferee under this Annex shall be in addition to all rights, powers and remedies given to the Transferee by the Agreement or by virtue of any statute or rule of law, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the rights of the Transferee in the Credit Support Balance created pursuant to this Annex.

(v) ***Single Transferor and Single Transferee.***

Party A and Party B agree that, notwithstanding anything to the contrary in this Annex, (including, without limitation, the recital hereto, Paragraph 2 or the definitions in Paragraph 10), (a) the term "*Transferee*" as used in this Annex means only Party B; (b) the term "*Transferor*" as used in this Annex means only Party A; and (c) only Party A will be required to make Transfers of Eligible Credit Support hereunder.

(vi) ***Ratings Agency Criteria.***

"**Ratings Criteria**" means, the criteria used by S&P (as set out in S&P's "Counterparty Risk Framework Methodology and Assumptions" criteria dated 25 June 2013) ("**S&P Criteria**"), the criteria used by Moody's (as set out in Moody's "Approach to Assessing Swap Counterparties in Structured Finance Cash Flow Transactions" criteria dated 16 March 2015) ("**Moody's Criteria**") and the criteria used by Fitch (as set out in Fitch's "Counterparty Criteria for Structured Finance and Covered Bonds" criteria dated 14 May 2014) ("**Fitch Criteria**").

(A) **Moody's Criteria.**

"**Moody's Credit Support Amount**" shall mean with respect to a Transferor on a Valuation Date:

- (1) if the Moody's Threshold for Party A is infinity, zero;
- (2) if the Moody's Threshold for Party A is zero the greater of:
 - (i) zero; and
 - (ii) the sum of (x) the Transferee's Exposure and (y) the aggregate of the Moody's Additional Amounts in respect of such Valuation Date for all Transactions (other than the Transaction constituted by this Annex).

"**Moody's Additional Amount**" means, for any Valuation Date:

- (1) in respect of any Transaction that is both a cross-currency hedge and an Optionality Hedge, the lesser of (x) the sum of (1) the product of Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date and the Moody's Cross Currency Notional Amount Lower Multiplier and (2) the product of the Moody's Cross Currency DV01 Multiplier (Optionality) and the Transaction Cross Currency DV01 for such Transaction and (y) the product of the Moody's Cross Currency Notional Amount Higher Multiplier (Optionality) and the Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date;
- (2) in respect of any Transaction that is a cross-currency hedge and is not an Optionality Hedge, the lesser of (x) the sum of (1) the product of Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date and the Moody's Cross Currency Notional Amount Lower Multiplier and (2) the product of the Moody's Cross Currency DV01 Multiplier and the Transaction Cross Currency DV01 for such Transaction and (y) the product of the Moody's Cross Currency Notional Amount Higher Multiplier and the Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date;
- (3) in respect of any Transaction that is not a cross-currency hedge and is an Optionality Hedge, the lesser of (x) the product of the Moody's Single Currency DV01 Multiplier (Optionality) and the Transaction Single Currency DV01 for such Transaction and (y) the product of the Moody's Single Currency Notional Amount Multiplier (Optionality) and the Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date; and
- (4) in respect of any Transaction that is neither a cross-currency hedge nor an Optionality Hedge, the lesser of (x) the product of the Moody's Single Currency DV01 Multiplier and the Transaction Single Currency DV01 for such Transaction and (y) the product of the Moody's Single Currency Notional Amount Multiplier and the Transaction Notional Amount for such Transaction for the Calculation Period which includes such Valuation Date.

"**Moody's Cross Currency DV01 Multiplier**" means 15.

"**Moody's Cross Currency Notional Amount Higher Multiplier**" means 0.09.

"**Moody's Cross Currency Notional Amount Lower Multiplier**" means 0.06.

"**Moody's Single Currency DV01 Multiplier**" means 50.

"**Moody's Single Currency Notional Amount Multiplier**" means 0.08.

"**Optionality Hedge**" means any Transaction that is a cap, floor or swaption.

"**Transaction Cross Currency DV01**" means, with respect to a Transaction and any date of determination, the greater of (i) the estimated absolute change in the Base Currency Equivalent of the mid-market value with respect to such Transaction that would result from a one basis point change in the relevant swap curve (denominated in the currency of Party A's payment obligations under such Transaction) on such date and (ii) the estimated absolute change in the Base Currency Equivalent of the mid-market value with respect to such Transaction that would result from a one basis point change in the relevant swap curve (denominated in the currency of Party B's payment obligations under such Transaction) on such date, in each case as determined by the Valuation Agent in good faith and in a commercially reasonable manner in accordance with the relevant methodology customarily used by the Valuation Agent.

"**Transaction Single Currency DV01**" means, with respect to a Transaction and any date of determination, the estimated absolute change in the Base Currency Equivalent of the mid-market value with respect to such Transaction that would result from a one basis point change in the relevant swap curve on such date, as determined by the Valuation Agent in good faith and in a commercially reasonable manner in accordance with the relevant methodology customarily used by the Valuation Agent.

(B) Fitch Criteria.

"**Fitch Credit Support Amount**" shall mean at any time for the purposes of the Fitch Criteria with respect to a Transferor on a Valuation Date:

- (1) if the Fitch Threshold for Party A is infinity (irrespective of whether the Threshold is infinity or zero), zero;
- (2) if the Fitch Threshold for Party A is zero and if (i) an Initial Fitch Rating Event has occurred and is continuing and (ii) either (X) such Initial Fitch Rating Event has continued since this Annex was executed or (Y) 14 or more calendar days have elapsed since such Initial Fitch Rating Event first occurred, an amount as calculated in accordance with the formula specified in the applicable cell in the table outlined in Appendix C given, at the Valuation Date, the:
 - (1) rating of the Covered Bonds;
 - (2) rating of the Issuer; and
 - (3) rating of the highest rated Fitch Relevant Entity,

where:

"**Fitch Relevant Entity**" means Party A (or its successor or assignee) or any Credit Support Provider from time to time in respect of Party A;

"**Formula 1**" means max MV plus (LA multiplied by VC multiplied by 70% multiplied by N); 0;

"**Formula 2**" means max MV plus (LA multiplied by VC multiplied by N); 0;

"**Formula 3**" means max MV plus (LA multiplied by VC multiplied by 1.25 multiplied by N); 0;

"**max**" means maximum;

"MV" means the Transferee's Exposure;

"LA" means the liquidity adjustment (expressed as a percentage) derived from the type of Transaction and the weighted average life of the Transaction in accordance with the Fitch Criteria and is calculated in accordance with the following formula

$$LA = (1 + BLA) * (1 + \max(0\%; 5\% * (WAL - 20));$$

"BLA" means: (i) 0% up to and including the Final Maturity Date of the Covered Bonds and (ii) 25% thereafter;

"WAL" means the weighted average life of the Transaction (in years, rounded upwards to the next integer) as determined by the Valuation Agent based on a prepayment assumption capped at the lowest of: (i) 5% a year, (ii) the portfolio-specific prepayment rate reported over the previous 6 months, and (iii) the counterparty's internal prepayment rate assumption. Alternatively, a zero prepayment assumption may be applied;

"VC" means the applicable volatility cushion as determined by the Valuation Agent by reference to the following table:

VCs for Cross-Currency Swaps depending on the WAL (years)(%)

Note rating	category	<1	1-3	3-5	5-7	7-10	10-20	20-50
AAsf or higher								
- Floating/floating		14.50	14.50	14.50	14.50	14.50	14.50	14.50
- Fixed/floating		14.50	15.25	15.75	16.25	16.75	17.75	18.75
- Fixed/fixed		14.75	16.25	17.50	18.50	19.50	21.50	23.50
Asf or below								
- Floating/floating		9.75	9.75	9.75	9.75	9.75	9.75	9.75
- Fixed/floating		9.75	10.25	10.75	11.00	11.25	11.75	12.25
- Fixed/fixed		10.00	11.00	12.00	12.50	13.00	14.00	15.00

Note: The VCs for FX options are reduced by 30%, eg for an FX option with a WAL of up to one year the rate would be 14.50% * 70% = 10.2%

"N" means the aggregate of the Transaction Notional Amounts for all Transactions (other than the Transaction constituted by this Annex) for the Calculation Period which includes such Valuation Date.

(C) **S&P Criteria.**

"S&P Credit Support Amount" means with respect to the Transferor on a Valuation Date:

- (a) if the S&P Threshold is infinity, zero; and
- (b) if the S&P Threshold is zero, and:
 - (i) *Replacement Option 1 applies*, the greater of:
 - (A) an amount equal to (x) the Transferee's Exposure; **plus** (y) the S&P Volatility Buffer; and
 - (B) zero.
 - (ii) *Replacement Option 2 applies* and:
 - (A) an Initial S&P Rating Event has occurred, the greater of:
 - (1) an amount equal to (x) the Transferee's Exposure ; **multiplied by** (y) 1.25; and
 - (2) zero.
 - (B) a Subsequent S&P Rating Event has occurred, the greatest of:
 - (1) an amount equal to (x) the Transferee's Exposure; **plus** (y) the S&P Volatility Buffer; and
 - (2) an amount equal to (x) the Transferee's Exposure ; **multiplied by** (y) 1.3; and
 - (3) zero.

"**S&P Volatility Buffer**" means, on a Valuation Date, for a Transaction:

- (a) the relevant percentage specified in:
 - (i) column 2 of the Applicable S&P Volatility Buffer Matrix, where one payment under the Transaction is calculated with reference to a floating rate or price and another payment under the Transaction is calculated with reference to a fixed rate or price;
 - (ii) column 3 of the Applicable S&P Volatility Buffer Matrix, where all payments under the Transaction are calculated with reference to a floating rate or price,as applicable, in respect of transactions with a weighted average life as is specified in column 1 of the Applicable S&P Volatility Buffer Matrix (provided that, for the purpose of identifying the tenor in column 1 of the Applicable S&P Volatility Buffer Matrix applicable to the relevant Transaction on such Valuation Date, the tenor of the Transaction will, where necessary, be rounded up); **multiplied by**
- (b) the "Notional Amount" (as that term is defined in the Confirmation evidencing the terms of the relevant Transaction).

"**Applicable S&P Volatility Buffer Matrix**" means, with respect to a Transaction on a Valuation Date, where the rating assigned by S&P to the Covered Bonds on such Valuation Date is:

- (a) *at least equal to "AAA"* and:
- (i) Replacement Option 1 applies, the below table:

S&P Volatility Buffer/Replacement Option 1/"AAA"/Single-Currency		
column 1	column 2	column 3
Swap tenor--weighted-	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>

average life (years)		
Up to 3	10	5
Greater than 3 and less than or equal to 5	15	8
Greater than 5 and less than or equal to 10	18	9
Greater than 10 and less than or equal to 15	22	11
Greater than 15	25	13

and

(ii) Replacement Option 2 applies, the below table:

S&P Volatility Buffer/Replacement Option 2/"AAA"/Single-Currency

column 1	column 2	column 3
Swap tenor--weighted- average life (years)	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>
Up to 3	7	3
Greater than 3 and less than or equal to 5	8	4
Greater than 5 and less than or equal to 10	9	4.5
Greater than 10 and less than or equal to 15	9.5	5
Greater than 15	10.5	5.5

(b) the Covered Bonds are rated at least equal to "AA-" but is below "AAA", and:

(i) Replacement Option 1 applies, the below table:

S&P Volatility Buffer/Replacement Option 1/"AA-"/Single-Currency

column 1	column 2	column 3
Swap tenor--weighted- average life (years)	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>
Up to 3	6.5	3.3
Greater than 3 and less than or equal to 5	9.8	5.2
Greater than 5 and less than or equal to 10	11.7	5.9
Greater than 10 and less than or equal to 15	14.3	7.2
Greater than 15	16.3	8.5

and

(ii) Replacement Option 2 applies, the below table:

S&P Volatility Buffer/Replacement Option 2/"AA-"/Single-Currency

column 1	column 2	column 3
Swap tenor--weighted- average life (years)	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>
Up to 3	4.6	2
Greater than 3 and less than or equal to 5	5.2	2.6
Greater than 5 and less than or equal to 10	5.9	2.9
Greater than 10 and less than	6.2	3.3

or equal to 15		
Greater than 15	6.8	3.6

(c) *the Covered Bonds are rated lower than "AA-", and:*

(i) Replacement Option 1 applies, the below table:

S&P Volatility Buffer/Replacement Option 1/" A+ and below "/Single-Currency		
column 1	column 2	column 3
Swap tenor--weighted-average life (years)	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>
Up to 3	3	1.5
Greater than 3 and less than or equal to 5	4.5	2.4
Greater than 5 and less than or equal to 10	5.4	2.7
Greater than 10 and less than or equal to 15	6.6	3.3
Greater than 15	7.5	3.9

and

(ii) Replacement Option 2 applies, the below table:

S&P Volatility Buffer/Replacement Option 2/" A+ and below "/Single-Currency		
column 1	column 2	column 3
Swap tenor--weighted-average life (years)	<i>Fixed to floating (%)</i>	<i>Floating to floating (%)</i>
Up to 3	2.1	1
Greater than 3 and less than or equal to 5	2.4	1.2
Greater than 5 and less than or equal to 10	2.7	1.4
Greater than 10 and less than or equal to 15	2.9	1.5
Greater than 15	3.2	1.7

(ii) ***Demands and Notices.***

All demands, specifications and notices under this Annex will be made pursuant to Section 12 of this Agreement.

(iii) ***Exposure.***

For the purpose of calculating "Exposure" in Paragraph 10 of the Annex,

- (A) in the fourth line of the definition of Exposure the words "(assuming, for this purpose only, that Part 5(o) (Modifications to close out provisions) of the Schedule is deleted)" shall be inserted immediately following the word "Agreement"; and
- (B) at the end of the definition of Exposure the words "without assuming that the terms of the Replacement Transaction are materially less beneficial for the Transaction than the terms of this Agreement" shall be added.

- (iv) **Distributions.** Has the meaning specified in Paragraph 10 except that the words "to which a holder of securities of the same type, nominal value, description and amount as such Eligible Credit Support would be entitled from time to time" shall be deleted and replaced by the words "received (net of any deduction or withholding for or on account of any tax) by the Transferee in respect of such Eligible Credit Support".

Distribution Date. Has the meaning specified in Paragraph 10, except that the words "a holder of such Eligible Credit Support is entitled to receive Distributions" shall be deleted and replaced by the words "Distributions are received by the Transferee".

Transfer of Distributions. The Transferee shall only be obliged to transfer Equivalent Distributions under Paragraph 5(c)(i) if the Valuation Agent has confirmed in writing that no Delivery Amount would be created or increased by the transfer (and the date of calculation will be deemed a Valuation Date for this purpose).

- (v) **Paragraph 6**

For the purposes of determining the Credit Support Balance pursuant to Paragraph 6, the definition of Value in Paragraph 10 shall be amended by deleting the words "multiplied by the applicable Valuation Percentage, if any" from sub-paragraphs (i)(A) and (i)(B).

- (vi) **Exchange.** The Transferee shall only be obliged to transfer Equivalent Credit Support under Paragraph 3(c)(ii) if the Valuation Agent has confirmed in writing that no Delivery Amount would be created or increased by the transfer (and the date of calculation will be deemed a Valuation Date for this purpose).

- (vii) **Definitions.**

As used in this Annex, the following terms shall mean:

"Fitch" means Fitch Ratings Ltd and includes any successors thereto;

"Fitch Threshold" means (A) for so long as an Initial Fitch Rating Event or a Subsequent Fitch Rating Event has occurred and is continuing and Party A has not taken alternative action as contemplated by paragraphs (f)(iii)(i)(B)(I), (f)(iii)(i)(B)(II), (f)(iii)(i)(B)(III); or (f)(iii)(ii)(A) of Part 5 of the Schedule to this Agreement, zero, and (B) at any other time, infinity.

"Moody's" means Moody's Investors Service Limited and includes any successors thereto;

"Moody's Threshold" means (A) for so long as no Relevant Entity has the First Trigger Required Ratings and either (i) no Relevant Entity has had the First Trigger Required Ratings since this Annex first became part of the Agreement or (ii) at least 30 Local Business Days have elapsed since the last time a Relevant Entity had the First Trigger Required Ratings, zero, and (B) at any other time, infinity;

"Rating Agencies" means Moody's, S&P and Fitch;

The **"Rating Agency Collateralisation Provisions"** shall apply for so long as one or more of the Fitch Threshold, the Moody's Threshold or the S&P Threshold is zero;

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and includes any successors thereto;

"S&P Threshold" means (A) where:

(1) an Initial S&P Rating Event has commenced and is continuing and Party A has not implemented at least one of the remedies described in Part 5(f)(ii)(A)(2), as of the last day of the Initial S&P Remedy Period, zero; or

(2) a Subsequent S&P Rating Event has commenced and is continuing, Replacement Option 1 or Replacement Option 2 applies and Party A has not implemented at least one of the remedies described in Part 5(f)(ii)(B)(2), as of the last day of the Subsequent S&P Collateral Remedy Period, zero; and

(B) at any other time, infinity;

"Transaction Notional Amount" means in respect of a Valuation Date, (A) in respect of any Transaction that is a cross currency hedge, the Base Currency Equivalent of the Currency Amount applicable to Party A's payment obligations and (B) in respect of any other Transaction, the Base Currency Equivalent of the Notional Amount.

Appendix A - Moody's Eligible Credit Support and Moody's Valuation Percentages

"**Moody's Valuation Percentage**" means, the percentage in respect of each instrument in the table below.

INSTRUMENT	VALUATION PERCENTAGE
EURO Cash	100%
Sterling Cash	97%
U.S. Dollar Cash	94%
U.S. Dollar Denominated Fixed-Rate Negotiable Treasury Debt issued by the U.S. Treasury Department with Remaining Maturity	
≤ 1 Year	94%
>1 to ≤2 years	93%
>2 to ≤3 years	92%
>3 to ≤5 years	91%
>5 to ≤7 years	90%
>7 to ≤10 years	88%
>10 to ≤20 years	85%
> 20 years	83%
U.S. Dollar Denominated Floating-Rate Negotiable Treasury Debt issued by the U.S. Treasury Department	
All Maturities	93%
U.S. Dollar Denominated Fixed-Rate US Agency Debentures with Remaining Maturity	
≤ 1 Year	93%
>1 to ≤2 years	93%
>2 to ≤3 years	92%
>3 to ≤5 years	90%
>5 to ≤7 years	89%
>7 to ≤10 years	87%
>10 to ≤20 years	84%
> 20 years	82%
U.S. Dollar Denominated Floating-Rate US Agency Debentures	
All Maturities	92%
EURO Denominated Fixed-Rate Euro-Zone Government Bonds Rated Aa3 or Above by Moody's with Remaining Maturity	
≤ 1 Year	100%
>1 to ≤2 years	99%
>2 to ≤3 years	98%
>3 to ≤5 years	96%
>5 to ≤7 years	95%
>7 to ≤10 years	94%
>10 to ≤20 years	89%
> 20 years	87%
EURO Denominated Floating-Rate Euro-Zone Government Bonds Rated Aa3 or Above by Moody's	
All Maturities	99%
Sterling Denominated Fixed-Rate United Kingdom Gilts with Remaining Maturity	
≤ 1 Year	96%
>1 to ≤2 years	95%
>2 to ≤3 years	94%
>3 to ≤5 years	93%
>5 to ≤7 years	92%
>7 to ≤10 years	91%
>10 to ≤20 years	87%

> 20 years	85%
Sterling Denominated Floating-Rate United Kingdom Gilts	
All Maturities	96%

Appendix B – Fitch Eligible Credit Support and Fitch Valuation Percentages

"**Fitch Valuation Percentage**" means, with respect to a Valuation Date (i) in respect of cash in the Base Currency, 100%, (ii) in respect of cash in an Eligible Currency (other than the Base Currency), 100% *multiplied by* the relevant FX AR as set out below, and (iii) in respect of each instrument in the table below, the percentage set out in the column corresponding to such instrument and the then current rating of the Covered Bonds (such percentage, the "**Security AR**"), *multiplied by* the relevant FX AR as set out below if such instrument is not denominated in the Base Currency.

Fitch's Advance Rates (ARs) for Government Bonds rated at least AA- and F1+ and Currency Risk

Region	Maturity	Highest Covered Bond rated 'AA-' or higher	Highest Covered Bond rated 'A+' or below
Australia and New Zealand	<1 year	98.5%	99.0%
Australia and New Zealand	1-3 years	97.0%	98.0%
Australia and New Zealand	3-5 years	94.5%	96.0%
Australia and New Zealand	5-7 years	92.0%	94.5%
Australia and New Zealand	7-10 years	89.0%	93.0%
Denmark and Sweden	<1 year	98.5%	99.0%
Denmark and Sweden	1-3 years	96.5%	97.5%
Denmark and Sweden	3-5 years	93.5%	95.5%
Denmark and Sweden	5-7 years	91.5%	94.5%
Denmark and Sweden	7-10 years	88.5%	92.5%
Eurozone	<1 year	98.5%	99.0%
Eurozone	1-3 years	96.5%	97.5%
Eurozone	3-5 years	93.5%	96.0%
Eurozone	5-7 years	91.5%	94.5%
Eurozone	7-10 years	89.5%	93.0%
Eurozone	10-30 years	80.0%	86.5%
Switzerland	<1 year	98.5%	99.0%
Switzerland	1-3 years	97.5%	98.0%
Switzerland	3-5 years	95.5%	97.0%
Switzerland	5-7 years	94.5%	96.0%
Switzerland	7-10 years	93.5%	95.5%
UK	<1 year	98.5%	99.0%
UK	1-3 years	96.5%	97.5%
UK	3-5 years	92.0%	94.5%
UK	5-7 years	91.0%	94.0%
UK	7-10 years	89.5%	93.0%
UK	10-30 years	85.5%	90.5%
US and Canada	<1 year	97.5%	98.0%
US and Canada	1-3 years	96.0%	97.0%
US and Canada	3-5 years	93.5%	94.5%
US and Canada	5-7 years	93.0%	94.0%
US and Canada	7-10 years	91.0%	92.5%
US and Canada	10-30 years	87.0%	89.0%

FX Risk ("FX AR")		
	Highest Bond "AA-" or higher	Covered Bond "A+" or lower
FX risk for currency pairs involving USD, GBP, EUR, CHF, JPY, AUD, CAD, DKK, NOK, SEK, CZK, NZD, KRW and SGD **	86.0%	90.5%

**The FX AR will apply whenever a currency mismatch is present. In case foreign currency government bonds are provided, both the FX AR and the Security AR will be multiplied. The FX ARs for currency pairs other than AUD, CAD, CHF, CZK, DKK, EUR, GBP, NOK, NZD, JPY, KRW, SEK, SGD, and USD are not provided, but Fitch may publish these in the future.

Appendix C - Fitch Collateral Posting Formulas for External Counterparties

For 'AAA'-rated Covered Bonds

<u>Minimum Fitch Counterparty Rating</u>					
Minimum Issuer Rating	'A'/'F1'	'A-'/'F2'	'BBB+'/'F2'	'BBB'/'F3'	'BBB-'/'F3' and below
'A'/'F1'	No collateral	Max [0; MV]	Max [0; MV]	Formula 2	Formula 2
'A-'/'F2'	No collateral	Max [0; MV]	Max [0; MV]	Formula 3	Formula 3
'BBB+'/'F2'	No collateral	Max [0; MV]	Max [0; MV]	Formula 3	Formula 3
'BBB'/'F3'	No collateral	Formula 1	Formula 2	Formula 3	Formula 3
'BBB-'/'F3' and below	No collateral	Formula 1	Formula 2	Formula 3	Formula 3

Source: Fitch

For Covered Bonds rated AA+ to AA-

<u>Minimum Fitch Counterparty Rating</u>				
Minimum Issuer Rating	'A-'/'F2'	'BBB+'/'F2'	'BBB'/'F3'	'BBB-'/'F3' and below
'A'/'F1'	No collateral	Max [0; MV]	Formula 1	Formula 2
'A-'/'F2'	No collateral	Max [0; MV]	Formula 1	Formula 2
'BBB+'/'F2'	No collateral	Max [0; MV]	Formula 1	Formula 2
'BBB'/'F3'	No collateral	Formula 1	Formula 2	Formula 3
'BBB-'/'F3' and below	No collateral	Formula 1	Formula 2	Formula 3

Source: Fitch

For Covered Bonds rated A+ to A-

Minimum Fitch Counterparty Rating				
Minimum Issuer Rating	'BBB+'/'F2'	'BBB'/'F3'	'BBB-'/'F3'	'BB+' and below
'A-'/'F2'	No collateral	Max [0; MV]	Formula 1	Formula 2
'BBB+'/'F2'	No collateral	Max [0; MV]	Formula 1	Formula 2
'BBB'/'F3'	No collateral	Formula 1	Formula 2	Formula 3
'BBB-'/'F3' and below	No collateral	Formula 1	Formula 2	Formula 3
Source: Fitch				

For Covered Bonds rated BBB+ to BBB-

Minimum Fitch Counterparty Rating				
Minimum Issuer Rating	'BBB-'/'F3' and above	'BB+'	'BB'	'BB-' and below
'BBB+'/'F3'	No collateral	Formula 2	Formula 2	Formula 3
'BBB+'/'F3' and below	No collateral	Formula 2	Formula 2	Formula 3
Source: Fitch				

Appendix D – S&P Eligible Credit Support and S&P Valuation Percentages**S&P Eligible Credit Support and S&P Valuation Percentages**

Eligible Credit Support	S&P Valuation Percentage
(A) Cash in an Eligible Currency.	100 per cent. x ACAR
(B) Government securities denominated in an Eligible Currency with a rating at least equal to the S&P Eligible Rating.	100 per cent. x ACAR
(C) Government securities denominated in an Eligible Currency with a rating below the S&P Eligible Rating.	100 per cent. x ACAR x (1 – AMVHC)
(D) Any other type of security, denominated in an Eligible Currency and listed in the Methodology And Assumptions For Market Value Securities published by S&P on 17 September 2013 (the " Relevant Market Value Criteria "), as being eligible collateral in respect of market value securities of the type and then-current rating of the highest rated class of Covered Bonds (a " S&P ECS Security ").	100 per cent. x ACAR x (1 – AMVHC)

"**S&P Eligible Rating**" means, in respect of any security, a rating assigned to such security by S&P and being at least equal to (i) the then-current rating of the highest rated class of Covered Bonds or (ii) in the event that the highest rated class of Covered Bonds have been downgraded by S&P as a result of a failure by Party A to perform any of its obligations under this Agreement, then the rating of the highest rated class of Covered Bonds immediately prior to such downgrade.

With respect to S&P, "**Valuation Percentage**" means, with respect to a Valuation Date and each instrument in the above table, so long as the S&P Threshold for the purposes of such Valuation Date is zero, the corresponding percentage for such instrument in the column headed "**S&P Valuation Percentage**".

"**ACAR**" means the applicable currency advance rate specified below:

Currency of Eligible Credit Support	Currency Advance Rate
U.S. Dollars	92.5%
Euro	100%
GBP	94%

"**AMVHC**" means in respect of the relevant government security or S&P ECS Security, the applicable market value haircut, being the product of: (a) the relevant estimated worst historical price decline of a security of a similar asset type, tenor and rating; and (b) the maximum stress rating factor that corresponds to the rating that is one category lower than the then-current rating of the highest rated class of Covered Bonds (each of (a) and (b) as listed in the Relevant Market Value Criteria).

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS ANNEX AS OF 21 APRIL 2015.

NATIXIS

ABBAY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)

By: 

Name:

Title:

Date:

Anthony Whittaker

Head of UK Bank ALM and Origination

By:

Name:

Title:

Date:

21/04/2015

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:

Name:

Title:

Date:

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS ANNEX AS OF 21 APRIL 2015.


NATIXIS

ABBAY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:
Date:

By: 
Name: CLAIKE KURILE
Title: AUTHORIZED SIGNATORY
Date: 21 April 2015

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:
Name:
Title:
Date:

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS ANNEX AS OF 21 APRIL 2015.

NATIXIS

ABBHEY COVERED BONDS LLP

.....
(Name of Party)

.....
(Name of Party)

By:
Name:
Title:
Date:


By:
Name:
Title:
Date:

DEUTSCHE TRUSTEE COMPANY LIMITED

.....
(Name of Party)

By:
Name:
Title:
Date:


Alan Coster
Associate Director


Robert Bebb
Associate Director