

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF CPS HOLDERS. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD SEEK ADVICE FROM YOUR FINANCIAL ADVISER OR OTHER PROFESSIONAL ADVISOR.**

**National Australia Bank Limited (ABN 12 004 044 937)**

(the “Issuer”)

## **Resale Notice**

given in respect of the

**A\$1,514,327,400 NAB Convertible Preference Shares (ASX code: NABPA) (the “CPS”)**

11 February 2019

### **A. Resale of CPS to Nominated Purchaser**

This Resale Notice is an “Optional Resale Notice” given in accordance with clause 10.1 (“Optional Resale by NAB”) of the terms and conditions of the CPS (the “Terms”).

Terms used and not otherwise defined in this Resale Notice have the meaning given to them in the Terms.

This Resale Notice is irrevocable (subject to the Terms).

The Issuer hereby gives notice to each CPS Holder that in accordance with the Terms it has:

- made an election to resell all CPS on 20 March 2019 (the “**Resale Date**”); and
- appointed UBS AG, Australia Branch (ABN 47 088 129 613) (not being a Related Entity of the Issuer) as the “Nominated Purchaser” for that Resale,

and accordingly, all CPS will be transferred to the Nominated Purchaser at a purchase price per CPS equal to the Issue Price of that CPS (the “**Resale Price**”).

The Nominated Purchaser on the date of this Resale Notice has undertaken for the benefit of each CPS Holder that it will acquire each CPS from the CPS Holder at the Resale Price in accordance with the Deed of Undertaking made on or before the date of this Resale Notice, a copy of which is attached. The Issuer has the approvals required from APRA under the Terms in respect of (1) the Resale and (2) the subsequent Redemption or Conversion (as the case may be) of CPS in the hands of the Nominated Purchaser.

In accordance with clause 23 (“Power of attorney”) of the Terms, each CPS Holder has appointed the Issuer as its attorney to, among other things, sign any instrument of transfer necessary to give effect to the Resale.

### **B. Conditions to completion of Resale**

Such acquisition of CPS by the Nominated Purchaser is subject to and will be performed in accordance with the Terms.

This Resale Notice is irrevocable, except as provided by the Terms. Resale may not occur for a number of reasons, including: if a Loss Absorption Event occurs; if the Nominated Purchaser does not for any reason pay the Resale Price in full on the Resale Date; if APRA revokes its

approval of the Resale; or if the CPS cannot for any reason be transferred. If Resale does not occur, except where a Loss Absorption Event occurs, CPS Holders will continue to hold CPS.

**C. Trading and Transfer**

The last date for trading in CPS is 1 March 2019. No transfer of CPS (other than the transfer to the Nominated Purchaser pursuant to this Resale Notice) will be registered after 20 March 2019.

**D. Payment and Completion of Resale**

The Distribution in respect of CPS scheduled to be paid on 20 March 2019 (the “**Resale Date Distribution**”) will be paid by the Issuer subject to and in accordance with the Terms.

Payment of the aggregate Resale Price of all CPS will be made by or on behalf of the Nominated Purchaser to the CPS Holders in exchange for the transfer of the CPS to the Nominated Purchaser. The Issuer on behalf of the CPS Holders will execute and deliver an instrument of transfer of the CPS to the Nominated Purchaser.

The payment of the Resale Date Distribution and the Resale Price will be on the same terms and conditions as a payment of a Distribution or the Redemption Price by the Issuer under clauses 2, 9.2 and 14 of the Terms (as applicable).

**E. Terms defined in this Resale Notice**

“**CPS Holder**” means a “Holder” as defined in the Terms.

**National Australia Bank Limited (ABN 12 004 044 937)**

## **Attachment – Deed of Undertaking**

# Deed of Undertaking

relating to the resale of the NAB Convertible Preference Shares (ASX code: "NABPA") (the "**CPS**") issued by National Australia Bank Limited (ABN 12 004 044 937) in respect of which UBS AG, Australia Branch (ABN 47 088 129 613) was appointed as the Nominated Purchaser (the "**Nominated Purchaser**")

Dated 11 February 2019

**King & Wood Mallesons**

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600 Bourke Street  
Melbourne Vic 3000  
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# Deed of Undertaking

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# Deed of Undertaking

## Details

Parties		Nominated Purchaser
Nominated Purchaser	Name	UBS AG, Australia Branch
	ABN	47 088 129 613
In favour of	The CPS Holders	
Date of Deed	11 February 2019	

# Deed of Undertaking

## General terms

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### 1 Interpretation

#### 1.1 Definitions

All terms and expressions which have defined meanings in the Terms (as defined below) have the same meanings in this Deed except where the context requires otherwise or unless otherwise stated. In addition, the following words have these meanings:

**Appointment Agreement** means the agreement entered into between the Issuer and the Nominated Purchaser on or about the date of this Deed.

**CPS** means “NAB CPS” as defined in the Terms.

**CPS Holder** means a “Holder” as defined in the Terms.

**Funding Amount** has the meaning given in the Appointment Agreement.

**Issuer** means National Australia Bank Limited (ABN 12 004 044 937).

**Nominated Account** has the meaning given in the Appointment Agreement.

**Resale Notice** means the “Optional Resale Notice” given on or after the date of this Deed in accordance with clause 10.1 (“Optional Resale by NAB”) of the Terms.

**Terms** means the terms and conditions of the CPS as set out in Appendix A to the prospectus in relation to the CPS dated 21 February 2013.

#### 1.2 Contrary Interpretation

Unless otherwise specified or the contrary intention appears:

- (a) headings (including those in brackets at the beginning of paragraphs) are inserted for convenience and do not affect the interpretation of this Deed;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, directive, code or law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them and references to law includes statutes, ordinances, codes, directives or common law and principles of equity having general application;
- (d) a reference to a party to an agreement, deed, authority or other instrument includes a reference to any successor, replacement, assignee, substitute or addition of the party according to that agreement, deed, authority or instrument; and
- (e) a reference to an agreement, deed or other instrument includes a reference to that agreement, deed or instrument as amended, modified, added to or restated from time to time.

### **1.3 Reference to successor**

A reference to the Nominated Purchaser includes any successor appointed as contemplated by the Resale Notice which accedes to this deed on terms that it assumes all obligations (present and future) of the Nominated Purchaser.

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## **2 Undertaking to acquire CPS**

### **2.1 Undertaking to acquire CPS**

Subject to clause 2.3, the Nominated Purchaser undertakes for the purpose of clause 10.1 ("Optional Resale by NAB") of the Terms that all (but not some) of the CPS will be acquired in accordance with the Terms by the Nominated Purchaser on the Resale Date for the Resale Price.

### **2.2 Payment against delivery**

- (a) Subject to paragraphs (b) and (c) below, payment of the Resale Price will be made in accordance with the Resale Notice.
- (b) The Nominated Purchaser's obligations under paragraph (a) will be satisfied by the crediting of the Funding Amount to the Nominated Accounts in accordance with the Appointment Agreement.
- (c) The Nominated Purchaser has no liability under this Deed to distribute funds directly to CPS Holders, and the Registrar and the Issuer will be solely responsible for the payment of funds to each CPS Holder from the Nominated Accounts (and the Nominated Purchaser will have no liability for any delay or failure by the Registrar or the Issuer to apply the funds from the Nominated Accounts).

### **2.3 Condition precedent to obligations**

The obligations of the Nominated Purchaser provided for in clause 2 of this Deed are conditional upon the Issuer:

- (a) giving the Resale Notice ; and
- (b) providing the Funding Amount to the Nominated Purchaser in immediately available funds in accordance with the Appointment Agreement.

### **2.4 Termination**

The obligations of the Nominated Purchaser terminate if:

- (a) the Resale Notice becomes void under clause 11.6 of the Terms; of
- (b) CPS are required to be Converted or Written Off as a result of a Loss Absorption Event.

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## **3 Benefit of Deed**

### **3.1 Deed poll**

This Deed takes effect as a deed poll for the benefit of the CPS Holders from time to time.



### **3.2 Assignment**

No CPS Holder is entitled to assign or transfer all or any of its rights, benefits and obligations under this Deed separate from its CPS.

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## **4 Governing law, submission to jurisdiction and service of process**

### **4.1 Governing law**

This Deed is, except as expressly stated in the Terms, governed by, and shall be construed in accordance with, the laws in force in Victoria, Australia.

### **4.2 Submission to jurisdiction**

Clause 22.2 ("Jurisdiction") of the Terms applies as though set out in full in this Deed and as though each reference in that clause to "NAB" were a reference to the "Nominated Purchaser".

**EXECUTED** as a deed poll

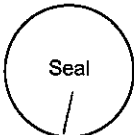
Deed of Undertaking

Signing page

SIGNED, SEALED AND  
DELIVERED for and on behalf of  
UBS AG, AUSTRALIA BRANCH  
by its duly authorised signatories in  
the presence of:

D.K. [Signature]  
Signature of witness

DOM KRSLOVIC  
Name of witness (block letters)



[Signature]  
Signature of authorised signatory

SHANE DOYLE MANAGING  
Name of authorised signatory (block letters) DIRECTOR

[Signature]  
Signature of authorised signatory

Enrico Musso  
Executive Director  
Name of authorised signatory (block letters)