



Nationwide Building Society

(Incorporated in England under the Building Societies Act 1986, as amended)

U.S.\$25,000,000,000 European Note Programme

On 17 April 1991 Nationwide Building Society entered into a U.S.\$750,000,000 Note Programme (as subsequently amended, the **Programme**). This Base Prospectus supersedes all previous prospectuses and offering circulars relating to the Programme and supplements thereto. Any Notes issued under the Programme on or after the date hereof are issued subject to the provisions set out herein. This does not affect any Notes issued prior to the date hereof.

Pursuant to the Programme, Nationwide Building Society (the **Issuer** or the **Society**) may from time to time issue one or more Tranches (as defined herein) of Notes (the **Notes**, which expression shall include Ordinary Notes, Deposit Notes, Guaranteed Notes and Subordinated Notes (each as defined herein)).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme (excluding Deposit Notes) will not exceed U.S.\$25,000,000,000 (or its equivalent in other currencies calculated as described herein and subject to increase as provided herein).

The Notes may be issued from time to time to one or more of the Dealers (each person so specified on page 6 being a **Dealer** and together the **Dealers**, which expression shall include any additional Dealer appointed under the Programme from time to time and which appointment may be for the issue of a specific Tranche of Notes or on an ongoing basis).

A Tranche of Notes may also be issued under the Programme pursuant to a separate registration document (the **Programme Registration Document**) dated on or about the date of this Base Prospectus approved by the Financial Services Authority provided that at the time of the issue of such Tranche, a securities note (a **Programme Securities Note**) and a summary note (a **Programme Summary Note**) are drawn up in relation to such Tranche and approved by the UK Listing Authority (as defined below).

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*”.

THE FOLLOWING PARAGRAPH APPLIES IN RESPECT OF NOTES SCHEDULED TO MATURE ON OR BEFORE 9 APRIL 2014 AND WHICH ARE ISSUED FOR THE PURPOSE OF REFINANCING GUARANTEED NOTES (AS DEFINED HEREIN):

Where the applicable Final Terms of an issue of Notes indicates that an Eligibility Certificate (as defined in the Guarantee) in respect of such Notes has been issued then, in respect of such Notes, The Commissioners of Her Majesty’s Treasury (HM Treasury) will unconditionally and irrevocably guarantee the due payment of all sums due and payable by the Issuer under such Notes (the **Guaranteed Notes**). All such Guaranteed Notes will be exempt from the Prospectus Directive in accordance with Article 1.2(d) thereof and no prospectus approved by the FSA will be prepared in connection therewith. HM Treasury’s obligations in that respect are contained in a Deed of Guarantee (the **Guarantee**) dated 13 October 2008, as amended by a supplemental deed dated 20 October 2008 and a second supplemental deed dated 6 February 2009, the form of which is available at www.dmo.gov.uk. Any demand under the Guarantee must be made in writing and in the form attached to the rules of the scheme which are available at www.dmo.gov.uk. The purpose of this document in relation to Guaranteed Notes is to give information with respect to the issue of Guaranteed Notes. Applications may be made for Guaranteed Notes to be admitted to trading on the London Stock Exchange’s Regulated Market and to be listed on the Official List.

HM Treasury has neither reviewed this Base Prospectus nor verified the information contained herein, and HM Treasury makes no representation with respect to, and does not accept any responsibility for, the contents of this Base Prospectus or any other statement made or purported to be made on its behalf in connection with the Issuer or the issue and offering of the Notes. HM Treasury accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Base Prospectus or any such statement.

Application has been made to the Financial Services Authority (the **FSA**) in its capacity as competent authority under the Financial Services and Markets Act 2000 (the **UK Listing Authority**) for Ordinary Notes and Subordinated Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the UK Listing Authority (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for such Notes to be admitted to trading on the London Stock Exchange’s Regulated Market.

References in this Base Prospectus to Notes being “listed” (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange’s Regulated Market and have been admitted to the Official List. The London Stock Exchange’s Regulated Market is a regulated market for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**).

Notice of the aggregate nominal amount of, interest (if any) payable in respect of, the issue price of, the issue date and maturity date of, and any other terms and conditions not contained herein which are applicable to, each Tranche of Notes will be set forth in a final terms document (the **Final Terms**) applicable to such Tranche which, with respect to Notes to be listed on the London Stock Exchange, will be delivered to the UK Listing Authority and the London Stock Exchange prior to the date of issue of such Tranche. Copies of Final Terms will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (as defined below).

The Programme provides that Ordinary Notes and Subordinated Notes may be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed between the Issuer and the relevant Dealer(s) in relation to the relevant issue or may be unlisted and/or not admitted to trading on any market.

The Issuer may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the “Terms and Conditions of the Notes” herein, in which event a supplemental Base Prospectus, if appropriate, will be made available which will describe the form agreed in relation to such Notes.

Any person (an **Investor**) intending to acquire or acquiring any securities from any person (an **Offeror**) should be aware that, in the context of an offer to the public as defined in section 102B of the Financial Services and Markets Act 2000 (**FSMA**), the Issuer may be responsible to the Investor for the Base Prospectus under section 90 of FSMA, only if the Issuer has authorised that Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not authorised by the Issuer, the Investor should check with the Offeror whether anyone is responsible for the Base Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Base Prospectus and/or who is responsible for its contents it should take legal advice.

Tranches of Notes issued pursuant to the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Arranger

BofA Merrill Lynch

Dealers

Barclays Capital

BofA Merrill Lynch

Commerzbank

Daiwa Capital Markets Europe

Goldman Sachs International

J.P. Morgan

Nomura

Société Générale Corporate & Investment Banking

UBS Investment Bank

BNP PARIBAS

Citi

Credit Suisse

Deutsche Bank

HSBC

Morgan Stanley

RBC Capital Markets

The Royal Bank of Scotland

This Base Prospectus comprises, other than in the case of Guaranteed Notes, a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the Prospectus Directive).

The Issuer (the Responsible Person) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The previous paragraph should be read in conjunction with the 13th paragraph on the first page of this Base Prospectus.

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES FROM AN OFFEROR WILL DO SO, AND OFFERS AND SALES OF THE NOTES TO AN INVESTOR BY AN OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH INVESTORS (OTHER THAN THE DEALERS) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION.

THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION. THE ISSUER HAS NO RESPONSIBILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*” on page 24). This Base Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus.

No representation, warranty or undertaking, express or implied, is made by any Dealer or the Trustee, and to the fullest extent permitted by law, the Dealers and the Trustee disclaim all responsibility or liability which they might otherwise have, as to the accuracy or completeness of the information contained in this Base Prospectus or any other financial statement or any further information supplied in connection with the Programme or the Notes or their distribution. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

Neither the Dealers nor the Trustee accept any liability whether arising in tort or contract or otherwise in relation to the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person has been authorised to give any information or to make any representation not contained herein and any information or representation not contained herein must not be relied upon as having been authorised by the Issuer, the Dealers or the Trustee. Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus and, therefore acting in association with the Issuer in connection with an offer of Notes are the persons named in the applicable Final Terms as the Relevant Dealer or Managers and the persons named in or identifiable from the applicable Final Terms as the Financial Intermediaries, as the case may be.

None of this Base Prospectus, any financial statements and/or any further information supplied in connection with the Programme or the Notes is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or constituting an offer or invitation by or on behalf of the Issuer, any of the Dealers or the Trustee that any recipient of this Base Prospectus or any financial statements or any further information supplied in connection with the Notes should subscribe for or purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

Neither the delivery of this Base Prospectus nor any subscription, sale or purchase of any Notes shall at any time imply that there has been no change in the affairs of the Issuer since the date hereof or that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer and its subsidiaries during the life of the Programme. Investors should review, *inter alia*, the most recently published Annual Report and Accounts of the Issuer when deciding whether or not to purchase any of the Notes.

None of this Base Prospectus, any financial statements and/or any further information supplied in connection with the Programme or the Notes constitutes an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Trustee to subscribe for or purchase, any of the Notes.

The distribution of this Base Prospectus and the offer, distribution or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Dealers and the Trustee do not represent that this document may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer, the Dealers or the Trustee which is intended to permit a public offering of the Notes outside the European Economic Area or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on such terms. Persons into whose possession this Base Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom) and Japan (see “*Subscription and Sale*” on pages 102-104).

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the Securities Act) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered, directly or indirectly, within the United States or to U.S. persons as defined in Regulation S under the Securities Act (see “*Subscription and Sale*”).

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “the Act” are to the Building Societies Act 1986, which expression shall include, where applicable, any statutory modification or reenactment thereof or any statutory instrument, order or regulation made thereunder or under any statutory modification or reenactment.

Terms used in this Base Prospectus, shall unless otherwise defined or the context otherwise requires, have the same meanings as are given to them in the Act or, as the case may be, the Rules of the Society (the Rules) or the Memorandum of the Society (the Memorandum).

In this Base Prospectus, references to £, pounds and Sterling are to pounds sterling, references to U.S.\$ and U.S. Dollars are to United States dollars, references to Yen and ¥ are to Japanese Yen and references to € or euro are to the currency introduced at the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended (the Treaty).

This Base Prospectus has been prepared on the basis that, except to the extent subparagraph (b) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending

to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Notes may only do so (a) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (b) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable. Except to the extent subparagraph (b) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

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SUMMARY OF THE PROGRAMME AND TERMS AND CONDITIONS OF THE NOTES

THIS SUMMARY MUST BE READ AS AN INTRODUCTION TO THIS BASE PROSPECTUS AND ANY DECISION TO INVEST IN ANY NOTES SHOULD BE BASED ON A CONSIDERATION OF THIS BASE PROSPECTUS AS A WHOLE, INCLUDING THE DOCUMENTS INCORPORATED BY REFERENCE. FOLLOWING THE IMPLEMENTATION OF THE RELEVANT PROVISIONS OF DIRECTIVE 2003/71/EC (“THE PROSPECTUS DIRECTIVE”) IN EACH MEMBER STATE OF THE EUROPEAN ECONOMIC AREA NO CIVIL LIABILITY WILL ATTACH TO THE RESPONSIBLE PERSONS IN ANY SUCH MEMBER STATE IN RESPECT OF THIS SUMMARY, INCLUDING ANY TRANSLATION HEREOF, UNLESS IT IS MISLEADING, INACCURATE OR INCONSISTENT WHEN READ TOGETHER WITH THE OTHER PARTS OF THIS BASE PROSPECTUS. WHERE A CLAIM RELATING TO INFORMATION CONTAINED IN THIS BASE PROSPECTUS IS BROUGHT BEFORE A COURT IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA, THE PLAINTIFF MAY, UNDER THE NATIONAL LEGISLATION OF THE MEMBER STATE WHERE THE CLAIM IS BROUGHT, BE REQUIRED TO BEAR THE COSTS OF TRANSLATING THE BASE PROSPECTUS BEFORE THE LEGAL PROCEEDINGS ARE INITIATED.

Words and expressions defined in Form of the Notes and Terms and Conditions of the Notes below shall have the same meaning in this summary. References in this Base Prospectus to the “Group” are references to Nationwide Building Society and its subsidiaries, all of which are consolidated, unless the context otherwise requires.

Issuer: Nationwide Building Society (the **Issuer**). The Issuer is the largest building society in the United Kingdom, based on total assets of £191.3 billion as at 4 April 2010.

Guarantor: In the case of Guaranteed Notes, the guarantor shall be HM Treasury.

Risk Factors: Certain factors may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme, including (i) cyclicalities in the United Kingdom residential housing market, (ii) the competitive nature of the United Kingdom personal financial services markets in which the Society operates; (iii) failure by the Society to control its financial risks may result in the Issuer being unable to manage its business and (iv) risks associated with the United Kingdom personal finance sector may adversely affect the business of the Society. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These include certain risks relating to the structure or particular Series of Notes and certain market risks.

Dealers: Barclays Bank PLC
BNP PARIBAS
Citigroup Global Markets Limited
Commerzbank Aktiengesellschaft
Credit Suisse Securities (Europe) Limited
Daiwa Capital Markets Europe Limited
Deutsche Bank AG, London Branch
Goldman Sachs International
HSBC Bank plc
J.P. Morgan Securities Ltd.
Merrill Lynch International
Morgan Stanley & Co. International plc
Nomura International plc
Royal Bank of Canada Europe Limited
Société Générale
The Royal Bank of Scotland plc
UBS Limited

Issuing and Principal Paying Agent:	Citibank, N.A., London Office
Amount:	Up to U.S.\$25,000,000,000 nominal amount outstanding at any time (or its equivalent in other currencies as described herein) excluding Deposit Notes. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or nonsyndicated basis.
Currencies:	<p>Sterling, euro, U.S. dollars, Yen or any other currency, subject to compliance with all applicable legal and/or regulatory requirements, as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Agent and the Trustee except for Guaranteed Notes, which may only be denominated in euro, U.S. dollars or sterling or such other currency or currencies (if any) as may be allowed under the Scheme.</p> <p>Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.</p>
Denominations:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Specified Currency and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State in the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be at least €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Redenomination and Exchange:	The relevant provisions applicable to any redenomination and exchange are contained in Condition 22 or as otherwise specified in the applicable Final Terms.
Maturities:	Notes may have any maturity as indicated in the applicable Final Terms, save that (a) in the case of Subordinated Notes, the minimum maturity will be five years and one day, (b) in the case of Deposit Notes, the maximum maturity will be five years, (c) in the case of Guaranteed Notes, the scheduled maturity must fall before 13 April 2012 (or such later date as HM Treasury may determine in its discretion) and (d) notwithstanding (a) and (b) above, in any case such other maturity as may be required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant currency.
Issue Price:	Notes may be issued at par or at a premium or discount to par and may be issued on a fully-paid or partly-paid basis.
Form:	The Notes will be issued in bearer form.
Terms of the Notes:	The terms of the Notes will be specified in the applicable Final Terms. The following types of Note may be issued: (i) Notes which bear interest at a fixed or floating rate; (ii) Notes which do not bear interest, (iii) Notes

which bear interest and/or the redemption amount is calculated by reference to a specified factor such as movements in an index or currency exchange rate; and (iv) dual currency notes.

Interest: Interest periods, rates of interest and the terms of and/or amounts payable on redemption may differ depending on the Notes being issued and such terms will be specified in the applicable Final Terms.

Redemption: The Final Terms relating to each Tranche of Notes will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving not more than 30 nor less than 15 days' irrevocable notice (or such other notice period (if any) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms.

The applicable Final Terms may provide that Notes may be redeemed in two or more instalments of such amounts and on such dates as are indicated in such Final Terms.

Subject to certain exceptions, Subordinated Notes may not be redeemed prior to five years and one day from the issue date thereof.

Denomination of Definitive Notes: Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that (a) in the case of Deposit Notes, the minimum denomination will be £50,000 (or, if not denominated in Sterling, its equivalent in the currency in which it is denominated) or (b) notwithstanding the above, in any case such other minimum denomination as may be required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant currency.

So long as any Notes are represented by a temporary global Note or a permanent global Note and the relevant clearing system(s) so permit, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination (or, if more than one Specified Denomination, the lowest Specified Denomination) provided in the applicable Final Terms and integral multiples of the Tradeable Amount specified in the applicable Final Terms in excess thereof.

Taxation: All payments in respect of the Notes will be made without deduction for or on account of United Kingdom withholding taxes, unless the withholding is required by law. In that event, the Issuer will (subject to certain exceptions as set out in Condition 10) pay such additional amounts as will result in Noteholders receiving such amounts as they would have received in respect of the Notes had no such withholding been required.

Status of the Notes (other than Subordinated Notes): The Notes (other than Subordinated Notes) will constitute direct, unconditional and unsecured obligations of the Issuer and will rank (subject to any applicable statutory exceptions and the provisions of Condition 4) equally with all other unsecured and unsubordinated obligations of the Issuer, and in priority to investment shares in the Issuer.

Status of the Subordinated Notes: The Subordinated Notes will constitute direct and unsecured obligations of the Issuer and will rank without any preference among themselves. The rights of holders of Subordinated Notes and the relative Receipts and

Coupons will, in the event of the winding up of the Issuer, be subordinated in the manner provided in the Trust Deed and as specified in Condition 3.

Guaranteed Notes:	Where the applicable Final Terms of an issue of Notes indicates that an Eligibility Certificate (as defined in the Guarantee) in respect of such Notes has been issued then, in respect of such Notes, HM Treasury will unconditionally and irrevocably guarantee the due payment of all sums due and payable by the Issuer under the Notes.
Cross Default:	The Notes (other than Subordinated Notes and Guaranteed Notes) will contain a cross default clause in respect of indebtedness for moneys borrowed or raised by the Issuer.
Negative Pledge:	The Notes (other than Subordinated Notes) will contain a negative pledge prohibiting (subject to the exception set out therein) the Issuer or any Subsidiary from creating security to secure any Loan Stock of the Issuer or any Subsidiary.
Rating:	Tranches of Notes issued pursuant to the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Events of Default:	<p>The terms of certain of the Notes will contain, amongst others, the following events of default:</p> <ul style="list-style-type: none">(a) default in payments of any principal or interest due in respect of the Notes, continuing for a specified period of time;(b) nonperformance or nonobservance by the Issuer of any of its other obligations under the Terms and Conditions or the Trust Deed continuing for a specified period of time;(c) default by the Issuer or any of its Principal Subsidiaries relating to present or future indebtedness in an amount of £40,000,000 or more;(d) any distress, execution or similar legal process of a claim of £20,000,000 or more is levied or enforced or sued out upon or against any part of the property, assets or revenues of the Issuer or any Principal Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out;(e) events relating to the administration, liquidation, insolvency or winding up of the Issuer or any of its Principal Subsidiaries.
Listing:	Application has been made to admit the Ordinary Notes and the Subordinated Notes to listing on the Official List and to admit them to trading on the London Stock Exchange's Regulated Market. Ordinary Notes and Subordinated Notes may be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed between the Issuer and the relevant Dealer(s) in relation to each issue. Ordinary Notes and Subordinated Notes which are not to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems may also be issued. The Final Terms relating to each Tranche of Notes will state whether or not the Notes are to be listed. Deposit Notes will not be listed, traded and/or quoted on any listing

authority, stock exchange and/or quotation system. Applications may be made for Guaranteed Notes to be admitted to trading on the London Stock Exchange and to be listed on the Official List.

Use of Proceeds:

The net proceeds from each issue of Notes (other than Guaranteed Notes) will be applied by the Issuer for the general purposes of the Issuer, including without limitation, making mortgage advances on private residential property located in the United Kingdom and making a profit. The net proceeds from each issue of Guaranteed Notes will be applied solely to refinance liabilities of the Issuer (or of a directly or indirectly wholly owned subsidiary of the Issuer incorporated in the United Kingdom). If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

Governing Law:

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.

Selling Restrictions:

There are selling restrictions in relation to the offering and sale of a particular Tranche of Notes. See “*Subscription and Sale*”.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Risks Related to the Notes

The Notes may not be freely transferred

The Issuer has not registered, and will not register, the Notes under the Securities Act or any other applicable securities laws. Accordingly, the Notes are subject to certain restrictions on resale and other transfer thereof as set forth in the section entitled “*Subscription and Sale*”. As a result of these restrictions, the Issuer cannot be certain of the existence of a secondary market for the Notes or the liquidity of such a market if one develops. Consequently, a holder of Notes and an owner of beneficial interests in those Notes must be able to bear the economic risk of their investment in the Notes for the term of the Notes.

There is no active trading market for the Notes

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Society. Although the Issuer has applied to admit the Notes issued from time to time to listing on the Official List and to admit them to trading on the London Stock Exchange’s Regulated Market, the Issuer cannot guarantee that the Notes will be accepted for listing or admitted to trading or that an active trading market will develop.

Accordingly, the Issuer cannot guarantee the development or liquidity of any trading market for the Notes.

Global Credit Market Conditions

Investors should note that, in view of prevailing and widely reported global credit market conditions (which continue at the date hereof) the secondary market for the Notes and for instruments of this kind may be illiquid. The Issuer cannot predict when these circumstances will change.

Notes where denominations involve integral multiples: definitive

Notes In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

The Subordinated Notes are subordinated to most of the Issuer's liabilities

If the Issuer is declared insolvent and a winding up is initiated the Issuer will be required to pay the holders of its senior debt and meet its obligations to all of its other creditors (including unsecured creditors but excluding any obligations that they may have with respect to its subordinated debt and permanent interest bearing shares) and its UK retail member depositors in full before the Issuer can make any payments on the Subordinated Notes. If this occurs, there may not be enough assets remaining after these payments to pay amounts due under the Subordinated Notes.

Loss of investment

If, in the case of any particular Tranche of Notes, the relevant Final Terms specify that the Final Redemption Amount of the Notes is other than 100 per cent. of the nominal value of such Notes, there is a risk that any investor may lose the value of their entire investment or part of it.

The Issuer may redeem the Notes prior to maturity

If the applicable Final Terms specifies that the Notes are redeemable at the option of the Issuer or are otherwise subject to mandatory redemption, the Issuer may choose to, in the case of optional redemption, or must, in the case of mandatory redemption, redeem those Notes at times when prevailing interest rates may be relatively low. Accordingly, an investor generally may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

Fluctuations in applicable indices may adversely affect the value of index linked Notes

With respect to an investment in Notes indexed to one or more interest rates, currencies or other indices or formulas, significant risks exist that are not associated with a conventional fixed rate or floating rate debt security. These risks include fluctuation of the particular indices or formulas and the possibility that an investor will receive a lower amount of principal, premium or interest and at different times than expected. The Issuer has no control over a number of matters, including economic, financial and political events, that are important in determining the existence, magnitude and longevity of such risks and their results. In addition, if an index or formula used to determine any amounts payable in respect of the Notes contains a multiplier or leverage factor, the effect of any change in such index or formula will be magnified. In recent years, values of certain indices and formulas have been volatile, and volatility in those and other indices and formulas may be expected in the future.

Fluctuations in exchange rates may adversely affect the value of non U.S. dollar denominated Notes

Notes that are denominated and/or payable in a currency other than U.S. dollars, which are referred to as specified currency Notes, will bear risks not generally associated with an investment in a debt security denominated and payable in U.S. dollars. For example there is the possibility that there will be a material change in the exchange rate between U.S. dollars and the payment currency or that a modification of exchange controls by the applicable governments will be imposed. The Issuer has no control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for the applicable currencies. Moreover, if payments on specified currency Notes are determined by reference to a formula containing a multiplier or leverage factor, the effect of any change in the exchange rates between the applicable currencies will be magnified. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. Depreciation of the payment currency would result in a decrease in the U.S. dollar equivalent yield of the specified currency Notes, in the U.S. dollar equivalent value of the principal and any premium payable at maturity or earlier redemption of the specified currency Notes and, generally, in the U.S. dollar equivalent market value of the specified currency Notes.

The credit ratings may not be reliable, and changes to the credit ratings could affect the value of the Notes

The credit ratings of the Programme may not reflect the potential impact of all risks relating to the value of the Notes. In addition, real or anticipated changes in the credit ratings of the Issuer or the Notes will generally affect the market value of the Notes. These credit ratings could change if the Issuer demutualised.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

If the Issuer demutualises, obligations under UK retail member deposits will rank pari passu with obligations under senior Notes

Members of the Issuer determine whether the Issuer remains a building society or if the Issuer demutualises.

If the Issuer demutualises, obligations under current UK retail member deposits will rank pari passu with obligations under senior debt, including the senior Notes. As the Issuer is a building society, UK retail member deposits are subordinated to obligations under senior debt, including the senior Notes, and rank senior to obligations under subordinated debt, including the Subordinated Notes. For a discussion of the ranking of the Issuer's debt, see the section entitled "*Terms and Conditions of the Notes*". For a further discussion about the possibility of demutualisation, see the section entitled "*Consequences of the Building Societies Act for Noteholders*".

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Austria and Luxembourg are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer will be required, to the extent reasonably practicable, to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

Risks Related to the Issuer's Business

The Issuer's business and financial performance has been and will continue to be affected by general economic conditions in the UK and elsewhere and the severe dislocation in the global financial markets

The Issuer is directly and indirectly subject to inherent risks arising from general economic conditions in the UK and other economies and the state of the global financial markets both generally and as it specifically affects financial institutions. For nearly three years, the global economy and the global financial system have

been experiencing a period of significant turbulence and uncertainty. The very severe dislocation of the financial markets around the world that began in August 2007 and significantly worsened in 2008 has triggered widespread problems at many commercial banks, investment banks, insurance companies, building societies and other financial and related institutions in the UK and around the world. This dislocation has severely impacted general levels of liquidity, the availability of credit and the terms on which credit is available. This crisis in the financial markets led the UK Government and other governments to inject liquidity into the financial system and take other forms of action relating to financial institutions aimed at both supporting the sector and providing confidence to the market.

Despite these actions, the volatility and disruptions in the financial markets have continued. Although there was some easing of market disruptions in the second half of 2009 and the early part of 2010, recent developments, particularly in the eurozone, have demonstrated that there continue to be significant dislocations and uncertainty. These market dislocations have also been accompanied by recessionary conditions and trends in the UK and many economies around the world. The widespread deterioration in the UK and other economies around the world has adversely affected, among other things, consumer confidence, levels of unemployment, the state of the housing market, the commercial real estate sector, bond markets, equity markets, counterparty risk, inflation, the availability and cost of credit, transaction volumes, the liquidity of the global financial markets and market interest rates, which in turn has had and may continue to have a material adverse effect on the Issuer's business, operating results, financial condition and prospects.

While recent economic figures show the UK and a number of other countries exiting recession, most forecasts are that the recovery will be at a modest pace and is likely to be protracted. In any event, the rate at which deterioration of the UK and global economies has occurred has proven very difficult to predict and this will apply to any further deterioration or any recovery.

The exact nature of the risks that the Issuer faces and how and the extent to which they ultimately will impact the Issuer is difficult to predict and guard against in light of (i) the severity and duration of the global financial crisis, (ii) the inter-related nature of the risks involved, (iii) difficulties in predicting whether recoveries will be sustained and at what rate, and (iv) the fact that the risks are totally or partially outside of the control of the Issuer.

Currently, the Issuer believes that the mortgage and savings market in the UK is beginning to stabilise and improve. Unless there is a significant spike in interest rates, the Issuer believes that a major dip in prices is unlikely over the next year. At the same time, the upside potential for house prices is limited by the high level of prices relative to household earnings and the more restricted availability of mortgage credit relative to pre-crisis levels. Despite the recent increases in house prices, the depth of the previous declines as well as the continuing uncertainty as to the timing and extent of the economic recovery will mean that some lending will not be fully secured and losses could be incurred on these loans should they go into possession.

Evidence from the early months of 2010 suggests that the UK household savings market is beginning to improve. However, low real interest rates are leading many households to direct funds toward debt reduction or investments in the equity markets rather than to bank and building society deposits. This relative weakness in the savings market accentuates the need for continuation of the recovery in long-term wholesale funding markets, which will be necessary to support availability of credit and the repayment by the industry of government-sponsored funding schemes due to mature during 2011 and 2012.

The Issuer has been experiencing a decline in its net interest margin. The main factor driving the reduction in margin has been the increased cost of retail funding, reflecting the competitive savings market and the progressive re-pricing of long-term wholesale funding. This has been partly offset by wider spreads on new mortgage pricing, the impact of which has been limited as liabilities continue to reprice faster than the asset side of the balance sheet due to very low levels of re-mortgage activity and its Base Mortgage Rate (**BMR**) commitment to existing borrowers, whereby the Issuer guaranteed to existing customers that its BMR mortgage will be no more than 200 basis points above the Bank of England base rate. The decline in net interest margin also reflects the fact that customers have continued to benefit from its decision to implement the mortgage tracker floor when its Base Rate reached 2 per cent., 0.75 per cent. below their contractual floor limit of 2.75 per cent.

In the Issuer's commercial lending division, ongoing difficult market conditions resulted in an increase in commercial loan defaults in the year ended 4 April 2010. However, signs of improvement have been seen in the second half of the last financial year as the growth in impairments began to slow. The increase in defaults in the year ended 4 April 2010 has been triggered by tenant failures and its borrowers' subsequent inability to service loans, along with covenant breaches on loan-to-value requirements and business failures on owner-occupied properties.

The continuation of margin compression and exposure to both retail and commercial loan impairment charges resulting from the impact of general economic conditions, which the Issuer does not expect to abate significantly in the short term, means that the Issuer expects the lower levels of profitability that it has experienced in the last eighteen months to continue throughout the year ending 4 April 2011, and there remains the possibility of further downward pressure on profitability depending on a number of influences, such as the consequences of a more austere economic environment.

The dislocations in the financial markets have also resulted in the Issuer recording in its results over the last three financial years impairment charges and negative fair value adjustments with respect to securities and other investments that it held. Although the Issuer believes that overall impairments for the Group have peaked, asset valuations in future periods, reflecting prevailing market conditions, may result in further negative changes in the fair values of the Group's investment assets and these may also translate into increased impairments, particularly with respect to the Issuer's exposure through its liquidity and investment portfolios to financial institutions in Greece, Ireland, Italy, Portugal and Spain (GIIPS) and residential mortgage backed securities and covered bonds collateralised on assets originated in GIIPS. In addition, the value that the Issuer ultimately realises for its securities and other investments may be lower than the current fair value. Any of these factors could require the Issuer to record further negative fair value adjustments, which may have a material adverse effect on its operating results, financial condition or prospects.

The Issuer's business is subject to inherent risks concerning liquidity, particularly if the availability of traditional sources of funding such as retail deposits or its access to wholesale money markets continues to be limited or becomes more limited and/or becomes more expensive, and this may have an adverse effect on its business and profitability

The Issuer's business is subject to risks concerning liquidity, which are inherent in building society operations. If access to liquidity is constrained for a prolonged period of time, this could affect the Issuer's profitability. Whilst the Issuer expects to have sufficient access to liquidity to meet its funding requirements even in a stressed scenario, under extreme and unforeseen circumstances a prolonged and severe restriction on the Group's access to liquidity (including government and central bank funding and liquidity support) could affect its ability to meet its financial obligations as they fall due, to meet its regulatory minimum liquidity requirements, or to fulfil its commitments to lend. In such extreme circumstances the Group may not be in a position to continue to operate without additional funding support. Inability to access such support could have a material impact on the Group's solvency. These risks can be exacerbated by many enterprise-specific factors, including an over-reliance on a particular source of funding, changes in credit ratings, or market-wide phenomena such as market dislocation and major disasters. There is also a risk that the funding structure employed by the Group may prove to be inefficient, giving rise to a level of funding cost that is not sustainable in the long term for the Issuer to grow its business or even maintain it at current levels. The Issuer's ability to access retail and wholesale funding sources on satisfactory economic terms is subject to a variety of factors, including a number of factors outside of its control, such as liquidity constraints, general market conditions, regulatory requirements and loss of confidence in the UK banking system.

The ongoing availability of retail deposit funding is dependent on a variety of factors outside the Issuer's control, such as general economic conditions and market volatility, the confidence of retail depositors in the economy in general and in the Group in particular, the financial services industry specifically and the availability and extent of deposit guarantees. These or other factors could lead to a reduction in the Group's ability to access retail deposit funding on appropriate terms in the future.

The maintenance and growth of the level of the Issuer's lending activities depends in large part on the availability of retail deposit funding on appropriate terms, for which there has been increased competition

since the severe disturbances in the financial markets began. Increases in the cost of such funding have had a negative impact on the Issuer's margins and profit, as well as the total amount of its retail savings balances and the amount of its core lending, and it does not expect any improvement in this trend in the short term. In extreme circumstances, loss in consumer confidence could result in high levels of withdrawals from the Issuer's retail deposit base, upon which the Issuer relies for lending and which could have a material adverse effect on its business, financial position and results of operations. In addition, if the difficulties in the wholesale funding markets are not resolved or central bank provision of liquidity to the financial markets is abruptly curtailed, it is likely that wholesale funding will continue to prove difficult to obtain.

Whilst various governments, including the UK Government, have taken substantial measures to ease the crisis in liquidity, there can be no assurance that these measures will succeed in materially improving the liquidity position of major UK banks and building societies, including the Group, in the long term. In addition, the availability and the terms on which any such measures will continue to be made available to the Issuer in the longer term are uncertain. The Issuer does not have influence over the policy making behind such measures. Further, there can be no assurance that these conditions will not lead to an increase in the overall concentration risk and cost of funding of the Group or otherwise adversely affect the Issuer. The Issuer has availed itself of certain measures made available by the UK Government to financial institutions. It does not expect that there will be any extension or renewal of the UK Government's 2008 Special Liquidity Scheme (the **Special Liquidity Scheme**) (which was closed for new transactions in January 2009) or the Credit Guarantee Scheme (which was closed for new issuance in February 2010 and is only available for certain refinancing of debt that was issued pursuant to the Credit Guarantee Scheme). Throughout the course of 2011 and 2012, the Issuer will need to refinance its obligations arising from the maturity of Special Liquidity Scheme transactions and Credit Guarantee Scheme issuances that it has undertaken. Over the same period a number of other UK banks and building societies that have availed themselves of the same measures will also be seeking to refinance their obligations under the Special Liquidity Scheme and the Credit Guarantee Scheme. Accordingly, this may affect the Issuer's ability to access wholesale funding arrangements on satisfactory market terms in order to meet its continuing funding requirements and could have a material impact on its liquidity.

The Issuer's financial performance is affected by borrower credit quality

Risks arising from changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in a wide range of the Issuer's businesses. Adverse changes in the credit quality of its borrowers and counterparties or a further general deterioration in the UK or global economic conditions, including such changes or deterioration arising from systemic risks in the financial systems, could affect the recoverability and value of the Issuer's assets and require an increase in its impairment provision for bad and doubtful debts and other provisions.

Over the last few years and as a result of, among other things, increases and decreases in the Bank of England base rate, there has been a cycle of rising and falling mortgage interest rates, resulting in borrowers with a mortgage loan subject to a variable rate of interest or with a mortgage loan for which the related interest rate adjusts following an initial fixed rate or low introductory rate, as applicable, being exposed to increased monthly payments as and when the related mortgage interest rate adjusts upward (or, in the case of a mortgage loan with an initial fixed rate or low introductory rate, at the end of the relevant fixed or introductory period). Future increases in borrowers' required monthly payments, which (in the case of a mortgage loan with an initial fixed rate or low introductory rate) may be compounded by any further increase in the related mortgage interest rate during the relevant fixed or introductory period, ultimately may result in higher delinquency rates and losses in the future.

Borrowers seeking to avoid these increased monthly payments by refinancing their mortgage loans may no longer be able to find available replacement loans at comparably low interest rates. Recent declines in housing prices and/or any further declines in housing prices may also leave borrowers with insufficient equity in their homes to permit them to refinance. These events, alone or in combination, may contribute to higher delinquency rates and losses.

To a large extent the recent rapid fall in the bank base rate has served to protect borrowers from payment shock at the end of initial fixed rate mortgage terms. Given the Issuer's forecast that the base rate will remain very low for an extended period, the Issuer believes that this situation is likely to continue for at least the next twelve months, and potentially for significantly longer. However, there is a risk that the economy will reflate at an accelerated pace, necessitating rapid rises in bank base rate and/or rises sooner than it had forecasted. This would inevitably result in higher mortgage rates, so that borrowers who are currently on low back-book or initial deals could find themselves subject to higher rates in the future. The current uncertainties in the UK, European and world economies make forecasting the future path of interest rates very difficult.

Rating downgrade and/or market sentiment with respect to the Issuer, the sector, the UK and/or other sovereign issuers may have an adverse effect on the Issuer's performance and/or the marketability and liquidity of the Notes

If sentiment towards the banks, building societies and/or other financial institutions operating in the United Kingdom residential mortgage market (including the Issuer) were to further deteriorate, or if the Issuer's ratings and/or the ratings of the sector were to be further adversely affected, this may have a materially adverse impact on the Issuer. In addition, such change in sentiment or further reduction in ratings could result in an increase in the costs and a reduction in the availability of wholesale market funding across the financial sector which could have a material adverse effect on the liquidity and funding of all UK financial services institutions, including the Issuer.

Any downgrade of the UK sovereign credit rating or the perception that such a downgrade may occur may severely destabilise the markets and have a material adverse effect on the Issuer's operating results, financial condition, prospects as well as on the marketability of the Notes. This might also have an impact on the Issuer's own credit ratings, borrowing costs and its ability to fund itself. A UK sovereign downgrade or the perception that such a downgrade may occur would be likely to have a material effect in depressing consumer confidence, restricting the availability, and increasing the cost, of funding for individuals and companies, further depressing economic activity, increasing unemployment, reducing asset prices and consequently increasing the risk of a "double dip" recession. These risks are exacerbated by concerns over the levels of the public debt of, and the weakness of the economies in, Italy, the Republic of Ireland, Greece, Portugal, and Spain in particular. Further instability within these countries or others within the eurozone might lead to contagion.

Competition in the UK personal financial services markets may adversely affect the Issuer's operations

Developments in the Issuer's industry and increased competition could have a material adverse effect on the Issuer's operations. The Issuer operates in an increasingly competitive UK personal financial services market. It competes mainly with other providers of personal finance services, including banks, building societies and insurance companies.

The UK mortgage market has undergone a period of adjustment following the onset of the credit crunch. Lenders have moved increasingly towards a policy of concentrating on the highest quality customers, judged by credit score and loan to value criteria, and there is strong competition for these customers. The supply of credit is much more limited for those potential customers without a large deposit or good credit history. As the wholesale funding market has become more challenging, there has been greater competition for retail deposits, which has inevitably impacted on lenders' margins.

If the Issuer does not control its financial and operational risks, it may be unable to manage its business

The Issuer's success as a financial institution depends on its ability to manage and control its financial risk, which includes liquidity, market, and credit risk. It is exposed to liquidity risk as a result of mismatches in cash flows from balance sheet assets and liabilities and off-balance sheet financial instruments. The Issuer has market risk exposure as a result of changes in interest rates, foreign currency prices, asset prices or other financial contracts. Credit risk is the risk that a customer or counterparty is unable to meet its obligations to us as they fall due. If it fails to manage and control these risks, the Issuer could become unable to meet its

own obligations, including those under the Notes, resulting in material adverse effects to its business, financial condition and reputation.

The Issuer's business is also dependent on its ability to process a very large number of transactions efficiently and accurately. Operational risk and losses can result from fraud, errors by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules, equipment failures, natural disasters or the failure of external systems, for example, those of its suppliers or counterparties. Although the Issuer has implemented risk controls and loss mitigation actions, and substantial resources are devoted to developing efficient procedures and to staff training, it is not possible to implement procedures which are fully effective in controlling each of the operational risks noted above. Notwithstanding the above, this risk factor should not be taken to imply that the Issuer will be unable to comply with its obligations as a company with securities admitted to the Official List or as a supervised firm regulated by the FSA.

Market risks may adversely impact the Issuer's business

The most significant market risks that the Issuer faces are interest rate, foreign exchange and bond and equity price risks. Changes in interest rate levels, yield curves and spreads may affect the interest rate margin realised between lending and borrowing costs. Changes in currency rates, particularly in the sterling-dollar and sterling-euro exchange rates, affect the value of assets and liabilities denominated in foreign currencies and may affect income from foreign exchange dealing.

The performance of financial markets may cause changes in the value of its investment and trading portfolios. Although the Issuer has implemented risk management methods to seek to mitigate and control these and other market risks to which it is exposed and its exposures are constantly measured and monitored, there can be no assurance that these risk management methods will be effective, particularly in unusual or extreme market conditions. It is difficult to predict with accuracy changes in economic or market conditions and to anticipate the effects that such changes could have on its financial performance and business operations.

Risks associated with regulatory authority and monetary policy of the UK and changes thereto may adversely affect the Issuer's business

The Issuer conducts its business subject to ongoing regulation by the FSA, which oversees the sale of residential mortgages, commercial lending and general insurance products. The regulatory regime requires the Issuer to be in compliance across many aspects of activity, including the training, authorisation and supervision of personnel, systems, processes and documentation. If the Issuer fails to be compliant with relevant regulations, there is a risk of an adverse impact on its business due to sanctions, fines or other action imposed by the regulatory authorities.

This is particularly the case in the current market environment, which is witnessing increased levels of government intervention in the banking, personal finance and real estate sectors. Future changes in regulation, fiscal or other policies are unpredictable and beyond the Issuer's control and could materially adversely affect its business or operations.

There are a number of business risks associated with the UK personal finance sector that alone or cumulatively could have a material adverse effect on the Issuer's operations. These risks include:

- if the United Kingdom were to adopt the euro as its currency. The Issuer has incurred costs preparing its business for the potential adoption of the euro, and these costs will continue. Additionally, the adoption of the euro could destabilise the United Kingdom's economy, which may have an adverse effect on the Issuer's business; and
- the FSA, and other bodies such as the Financial Services Ombudsman, could impose additional regulations on current and past dealings with retail customers. As a result, the Issuer may be required to incur costs to apply these regulations to its business, including costs relating to advice given to retail customers that purchased endowment policies used to repay mortgage loans.

The Banking Act 2009 (the **Banking Act**), which came into effect on 21 February 2009, includes (amongst other things) provision for a special resolution regime pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of a UK bank or building society (such as the Issuer). The orders which may be made under the Banking Act in respect of relevant deposit-taking institutions relate to share transfer powers (applying to a wide range of securities) and property transfer powers (including powers for partial transfers of property, rights and liabilities), certain ancillary powers (including powers to modify certain contractual arrangements in certain circumstances, including between group companies, and/or disapplication or modification of laws (with possible retrospective effect)) and two new special insolvency procedures (bank insolvency and bank administration) which may be commenced by UK authorities. In addition, in respect of UK building societies, the relevant tools include modified property transfer powers which refer to (i) cancellation of shares and conferring rights and liabilities in place of such shares and (ii) a public ownership tool which may involve (amongst other things) arranging for deferred shares in a building society to be publicly owned, cancellation of private membership rights and the eventual winding up or dissolution of the building society. The Banking Act also includes powers for a modified bank insolvency procedure and/or a modified bank administration procedure to be applied by statutory instrument to building societies. Pursuant to Section 90C of the Act (as inserted by the Building Societies (Insolvency and Special Administration) Order 2009), these special insolvency proceedings were applied (with modifications) to building societies.

In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Banking Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial systems of the UK. It is a condition to the exercise of a stabilisation power under the Banking Act that the FSA must be satisfied that the relevant bank or building society is failing or likely to fail to meet the FSA's threshold conditions for authorisation and that, having regard to timing and other relevant circumstances, it is not reasonably likely that action would be taken that would have enabled such bank or building society to satisfy the threshold conditions. The Banking Act includes provisions related to compensation in respect of transfer instruments and orders made under it.

If an instrument or order were to be made under the Banking Act in respect of the Issuer, such instrument or order may (amongst other things) (i) result in a transfer to another issuer via the modified tools described above, (ii) affect the Issuer's ability to satisfy its obligations under the Notes and/or (iii) result in modifications to the terms of the Notes, which may have certain tax implications. In addition, the Banking Act contains particular powers for provision to be included in an instrument or order that such instrument or order (and possibly certain related events) be disregarded in determining whether certain widely defined "default event" provisions have occurred (which default events could include certain events of default under any Notes) and provides for the disapplication or modification of laws (with possible retrospective effect) and/or fiscal consequences in connection with the exercise of powers under the Banking Act.

At present, the UK authorities have not made an instrument or order under the Banking Act in respect of the Issuer and there has been no indication that it will make any such instrument or order, but there can be no assurance that this will not change and/or that the holders of Notes will not be adversely affected by any such instrument or order if made.

In addition, on 7 April 2010 the UK Building Societies (Financial Assistance) Order 2010 came into force in exercise of certain powers under the Banking Act for the purpose of modifying the application of the Act in specified circumstances to facilitate the provision to a building society of relevant financial assistance (including the giving of guarantees or indemnities or any other kind of financial assistance (actual or contingent)) by certain 'qualifying persons'. Qualifying institutions for this purpose include HM Treasury, the Bank of England, other central banks of Member States of the European Economic Area, the European Central Bank, or any person acting for or on behalf of any of such institution or providing financial assistance to a building society on the basis of financial assistance from such an institution. Most significantly, the UK Building Societies (Financial Assistance) Order 2010 would permit any qualifying institution to provide such assistance to the Issuer without it counting for the purpose of the 50 per cent. limit on its non-member funding. It would also permit the Issuer to create a floating charge over its assets in favour of a qualifying institution in respect of that assistance.

On 16 June 2010, the Chancellor of the Exchequer announced the intention of the new coalition government with respect to the following matters:

- the existing tripartite regulatory regime in the UK will be abolished;
- the FSA will cease to exist in its current form;
- a new prudential regulator, which will operate as a subsidiary of the Bank of England, will be created that will carry out the prudential regulation of financial firms in the UK, including banks, investment banks, building societies and insurance companies;
- an independent Financial Policy committee at the Bank of England will be created that will have the tools and the responsibility to look across the economy at the macro issues that may threaten economic and financial stability and take effective action in response; and
- a powerful new Consumer Protection and Markets Authority will be established.

In addition, on 22 June 2010, the Chancellor of the Exchequer announced that the new coalition government will introduce a bank levy from 1 January 2011. The levy will apply to UK banking groups, building societies and the operations of non-UK banks in the UK, but only to the extent that the relevant aggregate liabilities (subject to certain exclusions, including for tier 1 capital, insured retail deposits and repos secured on sovereign debt) of such institutions amount to £20 billion or more. It is proposed that the levy will be set at 0.07 per cent. of the relevant liabilities and it is expected to raise over £2 billion annually. There will, however, be a lower rate for the levy of 0.04 per cent. in 2011, and a reduced rate for longer-maturity wholesale funding (i.e. with greater than one year to maturity) at half the main rate. Certain as yet unannounced anti-avoidance provisions will be introduced. Final details of the bank levy will be announced after a consultation period. It was also announced that alongside the Independent Commission on Banking's review of the UK banking sector, the new coalition government would consult on a remuneration disclosure scheme and will also look into the costs and benefits of a "Financial Activities Tax on profits and remuneration".

At this point it is impossible to predict how and the extent to which the foregoing recently announced changes will impact on the Issuer's operations, business results, financial condition or prospects. Accordingly, there can be no assurance that any changes to the existing regulatory regime arising from the implementation of any of the foregoing matters or any other regulatory changes that may be proposed will not have a material adverse effect on its operations, business, results, financial condition or prospects.

The Issuer is subject to amendments to future capital requirements that could impact its operations

The Issuer is subject to capital adequacy requirements adopted by the FSA for a building society, which provide for a minimum ratio of total capital to risk-adjusted assets both on a consolidated basis and on a non-consolidated basis expressed as a percentage. If the Issuer fails to maintain these ratios, this may result in administrative actions or sanctions against the Issuer, which may impact its ability to fulfil its obligations under the Notes.

The risk-adjusted capital guidelines (the **Basel Accord**) promulgated by the Basel Committee on Banking Supervision, which form the basis for the European Union (EU)'s and thus the FSA's capital adequacy requirements, have been revised and implementation began at the start of 2008. Broadly, the principal changes effected by the revised requirements include the application of risk-weighting (depending upon the credit status of certain customers, using an "internal ratings-based" approach to credit risk, and subject to approval of supervisory authorities). The revised requirements also include allocation of risk capital in relation to operational risk and supervisory review of the process of evaluating risk measurement and capital ratios.

Changes to the capital requirements affecting building societies will be implemented in the UK in late 2010/early 2011 resulting from amendments to the Capital Requirements Directive. These will include changes to the criteria for hybrid tier 1 capital, the control of large exposures and requirements relating to securitisation transactions. The requirements for hybrid capital to count as non-core tier 1 capital will be

toughened, as will the relative proportions of core, non-core and innovative tier 1 capital. A transitional period will apply, enabling firms to manage their capital resources as necessary to comply with the new requirements.

In addition, consultation is taking place in relation to a further set of changes to the capital rules (including the definition of capital) at an EU level and also on a more global scale in the form of further revisions to the Basel Accord. The introduction of the proposed new rules surrounding the definition of capital, as currently drafted, could limit the Issuer's ability to effectively manage its capital requirements. Representations are being made on behalf of building societies and other mutuals with a view to ensuring that they will not be significantly prejudiced compared to banks in terms of their ability to access core tier 1 capital but the outcome of these consultations is not certain at this stage.

Financial Services Compensation Scheme

The FSMA established the Financial Services Compensation Scheme (the **FSCS**), which pays compensation to eligible customers of authorised financial services firms which are unable, or are likely to be unable, to pay claims against them. Because an institution's FSCS levy is linked to its share of the UK deposit market, its FSCS levy may have a material impact on its profits. As at the date of this Base Prospectus, a number of claims against the FSCS have been triggered to date. Claims on the FSCS are funded by loans from the Bank of England, and until such loans are repaid, increased levies on UK deposit-taking institutions fund interest payments on such loans. As a result of the various claims under the FSCS, the Issuer, in common with all regulated UK deposit takers, has recently been subject to significantly increased FSCS levies. In certain circumstances, regulated UK deposit takers may further be required to fund, by way of a further increase in the FSCS levy, the capital repayment to the Bank of England of a loan. There can also be no assurance that there will be no actions taken under the Banking Act that may lead to further claims against the FSCS, and concomitant increased FSCS levies payable by the Issuer (and other regulated UK deposit takers), which may have a material adverse effect on its results of operations.

Future legislative and regulatory changes could force the Group to comply with certain operational restrictions, take steps to raise further capital, and/or increase the Group's expenses and/or otherwise adversely effect the Issuer's business results, financial condition or prospects

In July 2009, the UK Government issued a White Paper (the **White Paper**) which builds on and responds to the previously published Turner Review (March 2009) and Bank of England Financial Stability Report (June 2009), both of which contained proposals for reform of the structure and regulation of the banking system. Proposals in the White Paper included: enhanced regulatory powers for the FSA; introducing pre-funding for the UK's deposit protection scheme by 2012; requiring banks to develop and maintain detailed plans for winding down (or resolution); and more stringent capital and liquidity requirements for systemically significant firms.

In October 2009, the second Turner Review was published, which developed some issues highlighted for further discussion from the March review. In November 2009, the Financial Services Bill was presented to Parliament and in April 2010 the Financial Services Act (the **FS Act**) was passed. The FS Act consolidates some of the proposals presented in the White Paper, in addition to enhancing the FSA's disciplinary and enforcement powers. Specifically, the FS Act places a duty on the FSA powers to make rules requiring authorised firms to prepare recovery and resolution plans and to act in accordance with its remuneration policy. The FSA is consulting on the implementation of the FS Act. The proposals set out in the consultation paper, if implemented, could have a significant impact on the Group's operations, structure, costs, and/or capital requirements. Proposals made in the FSA's consultation paper on the FS Act, taken with the more regular and detailed reporting obligations which are expected to accompany regulatory reform, the development and maintenance of a wind down plan, and the move to pre-funding of the deposit protection scheme in the UK, would result in additional costs for the Group, and such costs could be material.

On 16 June 2010, the Chancellor of the Exchequer announced the intention of the new coalition government with respect to the following matters:

- the existing tripartite regulatory regime in the UK will be abolished;

- the FSA will cease to exist in its current form;
- a new prudential regulator, which will operate as a subsidiary of the Bank of England, will be created that will carry out the prudential regulation of financial firms in the UK, including banks, investment banks, building societies and insurance companies;
- an independent Financial Policy committee at the Bank of England will be created that will have the tools and the responsibility to look across the economy at the macro issues that may threaten economic and financial stability and take effective action in response; and
- a powerful new Consumer Protection and Markets Authority will be established.

At this point it is impossible to predict the effect to which any of the proposed changes will have on the Issuer's operations, business and prospects or how any of the proposals discussed above will be affected and implemented in light of the fundamental changes to the regulatory environment proposed by the new coalition government. Accordingly, there can be no assurance that any changes to the existing regulatory regime arising from the implementation of any of the foregoing matters or any other regulatory or legislative changes that may be proposed will not have a material adverse effect on its operations, business, results, financial condition or prospects.

Demutualisation, mutual society transfers and consequences of the Act may have an adverse impact on the holders of Notes

Subject to confirmation by the FSA, the Issuer's members and its directors determine whether it shall remain a building society or if it shall demutualise (save in circumstances where the FSA makes a direction under Section 42B of the Building Societies Act or a UK authority makes an instrument or order under the Banking Act which results in a demutualisation taking place).

The Act includes provisions under which a building society may demutualise by transferring the whole of its business to a company. In addition, the Act (as modified by the Mutual Societies (Transfers) Order 2009 made under section 3 of the Building Societies (Funding) and Mutual Societies (Transfers) Act 2007 (the **Funding and Mutual Societies Transfers Act**)) includes provisions under which a building society may transfer the whole of its business to the subsidiary of another mutual society (as defined in section 3 of the Funding and Mutual Societies Transfers Act). At present, the claims of the Issuer's depositors and other unsubordinated creditors would rank ahead of share accounts (which term excludes any deferred shares) and the Issuer's members' rights to any surplus in the event of its liquidation, and the claims of its subordinated creditors would rank behind share accounts but ahead of members' rights to any surplus in the event of its liquidation. If, however, the Issuer transfers its business to a specially formed company or an existing company (as defined in the Act) or to a subsidiary of another mutual society, all of its liabilities which immediately prior thereto were classified as share accounts will thereafter rank at least *pari passu* with all other unsecured and unsubordinated liabilities of its successor.

Under section 90B of the Act (which was inserted by the Funding and Mutual Societies Transfers Act), HM Treasury may, by order, make provision for the purpose of ensuring that, on the winding up, or dissolution by consent, of a building society, any assets available for satisfying the society's liabilities to creditors (other than liabilities in respect of subordinated deposits, liabilities in respect of preferential debts, or any other category of liability which HM Treasury specifies in the order for these purposes) or to shareholders (other than liabilities in respect of deferred shares) are applied in satisfying those liabilities *pari passu*. The power to make an order under section 90B of the Act is exercisable by statutory instrument but may not be made unless a draft of it has been laid before and approved by a resolution of each House of Parliament. No such order has been made as of the date of this Base Prospectus.

Following a transfer of the Issuer's business to a company (including where the transfer is to a subsidiary of another mutual society), its obligations under the senior Notes would rank (a) in priority to both the rights of the holders of the equity share capital in the company to any repayment of capital or surplus on a liquidation and any obligations of the company (whether or not created prior to such transfer) expressed to

rank junior to such Notes, (b) equally with other unsecured and unsubordinated creditors (including inter-bank lenders and retail depositors) and (c) behind any statutorily preferential creditors.

DOCUMENTS INCORPORATED BY REFERENCE

The auditors report and audited consolidated annual financial statements of the Issuer for the year ended 4 April 2009 (contained on pages 51 to 130 (inclusive) of the Issuer's 2009 Annual Report and Accounts), the auditors report and audited consolidated annual financial statements of the Issuer for the year ended 4 April 2010 (contained on pages 68 to 160 (inclusive) of the Issuer's 2010 Annual Report and Accounts), the Terms and Conditions of the Notes contained in the previous Base Prospectuses dated 9 August 2002, pages 19-39 (inclusive), 6 August 2004, pages 21-42 (inclusive), 5 October 2006, pages 26-47 (inclusive), 11 November 2008, pages 51-73 (inclusive) and 30 November 2009, pages 52-74 (inclusive), prepared by the Issuer in connection with the Programme and the Terms and Conditions of the Notes in the offering circulars dated 11 October 2000, pages 8-27 (inclusive), 25 April 2002, pages 8-27 (inclusive) and 23 April 2004, pages 8-27 (inclusive) and the prospectus dated 8 July 2005, pages 16-39 (inclusive) prepared by Portman Building Society in connection with its £5,000,000,000 Euro Medium Term Note Programme which have previously been published or are published simultaneously with this Base Prospectus and have been approved by the Financial Services Authority or filed with it shall be incorporated in, and form part of, this Base Prospectus, save that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 16 of the Prospectus Directive modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified offices of the Paying Agents for the time being in London and Luxembourg.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in "*Subscription and Sale*") that they will comply with section 87G of the FSMA.

FORM OF THE NOTES

Each Tranche of Notes will initially be represented by a temporary global Note or, if so specified in the applicable Final Terms, a permanent global note without receipts, interest coupons or talons, which, in either case; will:

- (a) if the global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear and Clearstream, Luxembourg; and
- (b) if the global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Any reference in this section “*Form of the Notes*” to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Agent. Whilst any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the temporary global Note if the temporary global Note is not issued in NGN form) only to the extent that certification as to non U.S. beneficial ownership as required by U.S. Treasury regulations (in the form set out in the temporary global Note) has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certificate (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after the date on which the temporary global Note is issued, interests in the temporary global Note will be exchangeable, upon request being made by Euroclear and/or Clearstream, Luxembourg acting on the instructions of the holders of interests in the temporary global Note, either for interests in a permanent global Note without receipts, interest coupons or talons or for definitive Notes (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms) in each case against certification as to non-U.S. beneficial ownership as described in the second sentence of the preceding paragraph unless such certification has already been given. The holder of a temporary global Note will not be entitled to receive any payment of interest or principal due on or after the Exchange Date. Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*” below), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such Tranche shall be assigned a common code and an ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least 40 days (as notified by the Agent to the relevant Dealer(s)/Lead Manager) after the completion of the distribution of the Notes of such first mentioned Tranche (the date of completion of the distribution of such Notes having been previously notified to the Agent by such Dealer(s)/Lead Manager).

Payments of principal and interest (if any) on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the permanent global Note if the permanent global Note is not issued in NGN form) without any requirement for certification. A permanent global Note will be exchangeable, in whole but not in part, for security printed definitive Notes with, where applicable, receipts, interest coupons and talons attached upon not less than 45 days’ written notice (expiring at least 30 days after the Exchange Date) to the Agent from Euroclear or Clearstream, Luxembourg (as the case may be) acting on instructions of the holders of interests in the permanent global Note. Unless otherwise provided in the applicable Final Terms a notice requiring exchange as aforesaid may only be given if an Exchange Event has occurred. Notes for which the applicable Final Terms permit trading in the clearing systems in Tradeable Amounts which are not a Specified Denomination will only be exchangeable for definitive Notes upon an Exchange Event. **Exchange Event** means that the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) after the relevant Issue Date or has announced an intention permanently to cease business or has in fact done so and no

alternative clearing system satisfactory to the Trustee is available. The Issuer will promptly give notice to the Noteholders in accordance with the Conditions if an Exchange Event occurs. Temporary and permanent global Notes and definitive Notes will be authenticated (if applicable) and delivered by the Agent on behalf of the Issuer. In the case of Notes issued in NGN form which are intended to be held in a manner which would allow Eurosystem eligibility, the temporary and/or permanent global Note(s) will also be effectuated by the Common Safekeeper.

The following legend will appear on all global Notes, definitive Notes, receipts and interest coupons: “Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code.” The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

FORM OF RETAIL FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than EUR 50,000 (or its equivalent in another currency).

[Date]

Nationwide Building Society
[Title of relevant Series of Notes (specifying type of Notes)]
issued pursuant to its U.S.\$25,000,000,000 European Note Programme

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in subparagraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 32 of Part A below, provided such person is one of the persons mentioned in Paragraph 32 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].¹

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].²

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 28 September 2010 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Prospectus] [is][are] available for viewing during normal office hours at, and copies may be obtained from, the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified offices of each of the Paying Agents.

1 Consider including this legend where a non-exempt offer of Notes is anticipated.

2 Consider including this legend where only an exempt offer of Notes is anticipated.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] and incorporated by reference into the Base Prospectus dated 28 September 2010 and which are attached hereto [and the supplemental Prospectus dated [date]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) and must be read in conjunction with the Base Prospectus dated 28 September 2010 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive.

Copies of the Base Prospectus [and supplemental Prospectuses] are available for viewing during normal office hours at and copies may be obtained from the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified offices of each of the Paying Agents.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

TYPE OF NOTE

1. Deposit/Ordinary/Subordinated: []
2. Interest/Payment Basis: [Fixed Rate/Floating Rate/Zero Coupon/Indexed Redemption Amount/Indexed Interest/Dual Currency/Partly Paid/Instalment/Combination/Other]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)
3. If Instalment Note, insert Instalment Amount(s)/Instalment Date(s): []
4. If Partly Paid Notes, insert amount of each instalment (expressed as a percentage of the nominal amount of each Note)/due dates for any subsequent instalment/consequences of failure to pay/rate of interest: *[Insert details]*
5. If Dual Currency Notes, insert the Rate(s) of Exchange/fallback provisions/person at whose option Specified Currency is to be payable/details of party (if any) responsible for calculating the principal and/or interest due (if not the Agent): *[The Rate(s) of Exchange is the exchange rate(s) or basis of calculating the exchange rate(s) to be used in determining the amounts of principal and/or interest payable in the Specified Currencies]*

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

DESCRIPTION OF THE NOTES

6. New Global Note: [Yes/No]
7. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes]
- [Permanent Global Note exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- [Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]³*
8. (a) Talons for future Coupons to be attached to Definitive Notes: [Yes/No. *If yes, give details*]
- [give details]
- (b) Date(s) on which the Talons mature:
9. (a) Series Number: []
- (b) Tranche Number: []
- (c) Details (including the date on which the Notes become fully fungible) if forming part of an existing Series: [number and other details]
10. (a) Nominal Amount of Notes to be issued: []
- (b) Aggregate nominal amount of Series (if more than one issue for the Series): []
- (c) Nominal Amount of Notes to be issued: []
- (d) Specified Denomination(s): []
- (NB. If an Issue of Notes is (i) NOT admitted to trading on a European Economic Area Exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €[1,000] minimum denomination is not required.)*
- (e) Calculation Amount: []
- (If only one Specified Denomination, insert Specified Denomination. If more than one Specified Denomination,*

3 Include for Notes that are to be offered in Belgium.

insert highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

- (f) Tradeable Amount: []/[Not Applicable]
11. Issue Price: [] (before deduction of commission)
[] (after deduction of commission)
12. Issue Date: []
13. Interest Commencement Date: [Specify/Issue Date/Not Applicable]

(NB. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Automatic/optional conversion from one Interest/Payment Basis to another: *[insert details of such conversion including relevant dates, the new Interest/Payment Basis and any other terms]*

FIXED RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

15. (a) Fixed Rate(s) of Interest: [] per cent. [per annum] [other (specify)]
(If payable other than annually, consider amending Condition 5)
- (b) Fixed Interest Date(s): []
- (c) Initial Broken Amount per denomination: *[specify amounts]*
- (d) Fixed Coupon Amount(s) *(Applicable to Notes in definitive form)* [] per Calculation Amount
- (e) Broken Amount(s) *(Applicable to Notes in definitive form)* [] per Calculation Amount, payable on the Fixed Interest Date falling [in/on] []
- (f) Final Broken Amount per denomination: *[specify amounts]*
- (g) Day Count Fraction: [Actual/Actual (ICMA) or 30/360 or [specify other]]
- (h) Determination Date(s): [] in each year *[Insert interest payment dates except where there are long or short periods. In these cases, insert regular interest payment dates.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (i) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not applicable/give details]

ZERO COUPON NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

16. (a) Accrual Yield: [insert details]
- (b) Reference Price: [insert details]
- (c) Other formula or basis for determining Amortised Face Amount: [insert details]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 6.5 and 6.6(b) apply/Specify other]
- (e) Calculation Agent (if any): [Relevant where Condition 6.6(b) applicable]
- FLOATING RATE NOTES OR INDEXED INTEREST NOTES** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
17. (a) Party responsible for [] calculating the Interest Rate and Interest Amount (if not the Agent): []
- (b) Interest Period(s) or specified Interest Payment Date(s): [NB: specify **either** a period or periods or a specific date or dates]
- (c) Minimum Interest Rate (if any): [] per cent. per annum
- (d) Maximum Interest Rate (if any): [] per cent. per annum
- (e) Business Day Convention: [Floating Rate/Following Business Day/Modified Following Business Day/Preceding Business Day/other convention – insert details]
- (f) Additional Business Centres: []
- (g) Day Count Fraction: []
Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30E/360
30E/360 (ISDA)
Other (See Condition 5 for alternatives)]
- (h) Other terms relating to the method of calculating interest (N.B. **rounding up provisions** and if different from Condition 5.2(d) denominator for calculation of Interest): [Condition 5.2(d) applies/other – insert details]
- FLOATING RATE NOTES** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
18. (a) Margin(s): [plus/minus] [] per cent. per annum

- (b) First Interest Payment Date: []
- (c) Manner in which Rate of Interest is to be determined: [ISDA Determination/Screen Rate Determination/other insert details]
- (d) If Screen Rate Determination:
- (i) Reference Rate: []
- (ii) Interest Determination Date: []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR), first day of each Interest Period if sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- (iii) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01, ensure that it is a page which shows a composite rate or amend the fallback provisions appropriately.)
- (e) If ISDA Determination:
- (i) Floating Rate Option: []
- (ii) Designated Maturity: []
- (iii) Reset Date: []
- (f) If Rate of Interest to be [] calculated otherwise than by reference to (d) or (e) above insert details, including Rate of Interest and fallback provisions:

INDEXED INTEREST NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

19. Index/Formula: [insert details of the index to which amounts payable in respect of interest are linked and/or the formula to be used in determining the rate of interest together with details of the Calculation Agent and the fallback provisions including a description of market disruption or settlement disruption events and adjustment provisions]

PROVISIONS REGARDING PAYMENTS

20. Definition of **Payment Day** for the [insert details] purpose of the Conditions if different to that set out in Condition 7.3: [insert details]

PROVISIONS REGARDING REDEMPTION/MATURITY

21. Maturity Date: [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]

22. (a) Redemption at Issuer's option: [No/Yes]
 [If Yes, insert Optional Redemption Date(s)/Optional Redemption Amounts:] [[] per Calculation Amount]
- (b) Redemption at Issuer's option: [No/Yes]
 [If Yes, insert Optional Redemption Date(s)/Optional Redemption Amounts:] [[] per Calculation Amount]
- (c) Minimum Redemption Amount: []
- (d) Higher Redemption Amount: []
- (e) Notice period (if other than as set out in the Conditions): []
- (f) Other terms applicable on redemption: []
23. Final Redemption Amount for each Note, including the method, if any, of calculating the same: [[] per Calculation Amount/specify other/see Appendix]
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)
24. Early Redemption Amount payable on redemption for taxation reasons or on an Event of Default and/or the method, if any, of calculating the same, if other than as set out in Condition 6.6(a): [[] per Calculation Amount/specify other/see Appendix]

GENERAL PROVISIONS APPLICABLE TO THIS ISSUE OF NOTES

25. Other final terms: [insert details]
(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive)
26. Additional selling restrictions: [insert details]
27. Method of distribution: [Nonsyndicated – insert name and address of relevant Dealer(s)] [Syndicated – insert management group names, addresses, underwriting commitments and date of Subscription Agreement here]
28. Stabilising Manager: [insert details/None]
29. Total commission and concession: [] per cent. of the aggregate nominal amount
30. Common Depositary: []
31. U.S. Selling Restrictions: [Reg S Compliance Category 2: TEFRA D/TEFRA C/TEFRA not applicable]

32. Non-Exempt Offer:

[Not Applicable] [An offer of the Notes may be made by the Managers [and [specify names of other financial intermediaries/placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. “other parties authorised by the Managers”) or (if relevant) note that other parties may make non-exempt offers in the Public Offer Jurisdictions during the Offer Period, if not known]] (together with the Managers, the “**Financial Intermediaries**”) other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (the “**Public Offer Jurisdictions**”) during the period from [specify date] until [specify date or a formula such as “the Issue Date” or “the date which falls [] Business Days thereafter”] (the “**Offer Period**”) See further Paragraph 10 of Part B below.

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been passported.)

33. Redenomination and Exchange provisions:

[Not applicable/The provisions [in Condition 22/annexed to this Final Terms] apply]

Acceptance on behalf of the Issuer of the terms of the Final Terms

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange’s Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)] of the Notes described herein] pursuant to the U.S.\$25,000,000,000 European Note Programme of Nationwide Building Society.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[] has been extracted from []. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of **NATIONWIDE BUILDING SOCIETY**

By:

Duly Authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)] with effect from [].] [Not Applicable.]

(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.)

2. RATINGS

Ratings:

The [Programme/Notes to be issued] [has/have] been rated:

[Moody's: []]

[S&P: []]

[Fitch: []]

[[Other]: []]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

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

[Save for any fees payable to the Lead Manager(s)/Dealer(s), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. – Amend as appropriate if there are other interests]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(a) Reasons for the offer []

(See “Use of Proceeds” wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

(b) [Estimated net proceeds:] []

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(c) [Estimated total expenses:] [] [Include breakdown of expenses]

[Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (b) and (c) above where disclosure is included at (a) above.)

5. YIELD (Fixed Rate Notes only)

Indication of yield: []

Calculated as *[include details of method of calculation in summary form]* on the Issue Date. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. HISTORIC INTEREST RATES (Floating Rate Notes only)

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (Index Linked Notes only)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer *[intends to provide postissuance information [specify what information will be reported and where it can be obtained]]* *[does not intend to provide postissuance information].*

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

8. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT *(Dual Currency Notes only)*

[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]

[Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

9. OPERATIONAL INFORMATION

- (a) ISIN Code: []
- (b) Common Code: []
- (c) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (d) Delivery: Delivery [against/free of] payment
- (e) Names and addresses of initial Paying Agent(s) (if any): []
- (f) Names and addresses of additional Paying Agent(s) (if any): []
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]
[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (ICSDs) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.] *[include this text if “yes” selected in which case the Notes must be issued in NGN form]*

10. TERMS AND CONDITIONS OF THE OFFER

- Offer Price: [Issue Price][specify]
- [Conditions to which the offer is subject]: [Not applicable/give details]
- [Description of the application process]: [Not applicable/give details]

[Details of the minimum and/or maximum amount of application:	[Not applicable/ <i>give details</i>]
[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants]:	[Not applicable/ <i>give details</i>]
[Details of the method and time limits for paying up and delivering the Notes:]	[Not applicable/ <i>give details</i>]
[Manner in and date on which results of the offer are to be made public]:	[Not applicable/ <i>give details</i>]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised]:	[Not applicable/ <i>give details</i>]
[Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries]:	[Not applicable/ <i>give details</i>]
[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made]:	[Not applicable/ <i>give details</i>]
[Amount of any expenses and taxes specifically charged to the subscriber or purchaser]:	[Not applicable/ <i>give details</i>]
[Name(s) and address(es), the extent known to the issuer, of the placers in the various countries where the offer takes place]:	[None/ <i>give details</i>]

For the purpose of calculating the U.S. Dollar equivalent of the nominal amount of Notes outstanding under the Programme from time to time, the U.S. Dollar equivalent of Notes denominated in another Specified Currency (as specified in the relevant Final Terms) shall be determined, at the discretion of the Issuer, either as of the date of agreement to issue such Notes (the **Agreement Date**) or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of U.S. Dollars against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant date of calculation.

The U.S. Dollar equivalent of any Dual Currency Notes, Indexed Notes and Partly Paid Notes shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes (in the case of Partly Paid Notes regardless of the amount of the subscription price paid). The U.S. Dollar equivalent of any Zero Coupon Note and any other Note issued at a discount shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

FORM OF WHOLESALE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 50,000 (or its equivalent in another currency).

[Date]

Nationwide Building Society
[Title of relevant Series of Notes (specifying type of Notes)]
issued pursuant to its U.S.\$25,000,000,000 European Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 28 September 2010 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplemental Prospectus] [is/are] available for viewing during normal office hours at, and copies may be obtained from, the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified offices of each of the Paying Agents.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] and incorporated by reference into the Base Prospectus dated 28 September 2010 and which are attached hereto [and the supplemental Prospectus dated [date]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive) and must be read in conjunction with the Base Prospectus dated 28 September 2010 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Copies of the Base Prospectus [and the supplemental Prospectuses] are available for viewing during normal office hours at and copies may be obtained from the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified offices of each of the Paying Agents.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

TYPE OF NOTE

1. Deposit/Ordinary/Subordinated: []
2. Interest/Payment Basis: [Fixed Rate/Floating Rate/Zero Coupon/Indexed Redemption Amount/Indexed Interest/Dual Currency/Partly Paid/Instalment/Combination/Other]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)

3. If Instalment Note, insert Instalment Amount(s)/Instalment Date(s): []
4. If Partly Paid Notes, insert amount of each instalment (expressed as a percentage of the nominal amount of each Note)/due dates for any subsequent instalment/consequences of failure to pay/rate of interest: *[Insert details]*
5. If Dual Currency Notes, insert the Rate(s) of Exchange/fallback provisions/person at whose option Specified Currency is to be payable/details of party (if any) responsible for calculating the principal and/or interest due (if not the Agent): *[The Rate(s) of Exchange is the exchange rate(s) or basis of calculating the exchange rate(s) to be used in determining the amounts of principal and/or interest payable in the Specified Currencies]*
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Regulation will apply.)

DESCRIPTION OF THE NOTES

6. New Global Note: [Yes/No]
7. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
[Temporary Global Note exchangeable for Definitive Notes]
[Permanent Global Note exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 10(d) includes language substantially to the following effect: "[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchanged for Definitive Notes.)
[Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]¹
8. (a) Talons for future Coupons to be attached to Definitive Notes: [Yes/No. If yes, give details]
- (b) Date(s) on which the Talons mature: [give details]

¹ Include for Notes that are to be offered in Belgium.

9. (a) Series Number: []
- (b) Tranche Number: []
- (c) Details (including the date on which the Notes become fully fungible) if forming part of an existing Series: [number and other details]
10. (a) Nominal Amount of Notes to be issued: []
- (b) Aggregate nominal amount of Series (if more than one issue for the Series): []
- (c) Specified Currency (or Currencies in the case of Dual Currency Notes): []
- (d) Specified Denomination(s): []
- (Note – where multiple denominations above €50,000 or equivalent are being used, the following sample wording should be followed:*
- “[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]. No Notes in definitive form will be issued with a denomination above [€99,000].”)*
- (NB. If an Issue of Notes is (i) NOT admitted to trading on a European Economic Area Exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the [€50,000] minimum denomination is not required.)*
- (e) Calculation Amount: []
- (If only one Specified Denomination, insert Specified Denomination. If more than one Specified Denomination, insert highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- (f) Tradeable Amount: []/[Not Applicable]
11. Issue Price: [] (before deduction of commission)
- [] (after deduction of commission)
12. Issue Date: []
13. Interest Commencement Date: [Specify/Issue Date/Not Applicable]
- (NB: An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Automatic/optional conversion from one Interest/Payment Basis to another: [insert details of such conversion including relevant dates, the new Interest/Payment Basis and any other terms]

FIXED RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

15. (a) Fixed Rate(s) of Interest: [] per cent. [per annum] [other (specify)]
(If payable other than annually, consider amending Condition 5)
- (b) Fixed Interest Date(s): []
- (c) Initial Broken Amount per denomination: [specify amounts]
- (d) Fixed Coupon Amount(s)
(Applicable to Notes in definitive form): [] per Calculation Amount
- (e) Broken Amount(s)
(Applicable to Notes in definitive form): [] per Calculation Amount, payable on the Fixed Interest Date falling [in/on] []
- (f) Final Broken Amount per denomination: [specify amounts]
- (g) Day Count Fraction: [Actual/Actual (ICMA) or 30/360 or specify other]
- (h) Determination Date(s): [] in each year *[Insert interest payment dates except where there are long or short periods. In these cases, insert regular interest payment dates.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (i) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not applicable/give details]

ZERO COUPON NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

16. (a) Accrual Yield: [insert details]
- (b) Reference Price: [insert details]
- (c) Other formula or basis for determining Amortised Face Amount: [insert details]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 6.5 and 6.6(b) apply/Specify other]
- (e) Calculation Agent (if any): *[Relevant where Condition 6.6(b) applicable]*

FLOATING RATE NOTES OR INDEXED INTEREST NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

17. (a) Party responsible for calculating the Interest Rate and Interest Amount (if not the Agent): []
- (b) Interest Period(s) or specified Interest Payment Date(s): [NB: specify **either** a period **or** periods or a specific date or dates]
- (c) Minimum Interest Rate (if any): [] per cent. per annum
- (d) Maximum Interest Rate (if any): [] per cent. per annum
- (e) Business Day Convention: [Floating Rate/Following Business Day/Modified Following Business Day/Preceding Business Day/other convention – insert details]
- (f) Additional Business Centres: []
- (g) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30E/360
30E/360 (ISDA)
Other (See Condition 5 for alternatives)]
- (h) Other terms relating to the method of calculating interest (N.B. **rounding up provisions** and if different from Condition 5.2(d) denominator for calculation of Interest): [Condition 5.2(d) applies/other – insert details]

FLOATING RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

18. (a) Margin(s): [plus/minus] [] per cent. per annum
- (b) First Interest Payment Date: []
- (c) Manner in which Rate of Interest is to be determined: [ISDA Determination/Screen Rate Determination/other – insert details]
- (d) If Screen Rate Determination:
- (i) Reference Rate: []
- (ii) Interest Determination Date: []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR), first day of each Interest Period if sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01, ensure that it is a page which shows a composite rate or amend the fallback provisions appropriately.)

- (e) If ISDA Determination:
 - (i) Floating Rate Option: []
 - (ii) Designated Maturity: []
 - (iii) Reset Date: []
- (f) If Rate of Interest to be calculated otherwise than by reference to (d) or (e) above insert details, including Rate of Interest and fallback provisions: []

INDEXED INTEREST NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- 19. Index/Formula: *[insert details of the index to which amounts payable in respect of interest are linked and/or the formula to be used in determining the rate of interest together with details of the Calculation Agent and the fallback provisions including a description of market disruption or settlement disruption events and adjustment provisions]*

PROVISIONS REGARDING PAYMENTS

- 20. Definition of **Payment Day** for the purpose of the Conditions if different to that set out in Condition 7.3: *[insert details]*

PROVISIONS REGARDING REDEMPTION/MATURITY

- 21. Maturity Date: *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
- 22. (a) Redemption at Issuer's option: [No/Yes]
 - [If Yes, insert Optional Redemption Date(s)/Optional Redemption Amounts:] [[] per Calculation Amount]
- (b) Redemption at Noteholder's option: [No/Yes]
- (c) [If Yes, insert Optional Redemption Date(s)/Optional Redemption Amounts:] [[] per Calculation Amount]
- (d) Minimum Redemption Amount: []
- (e) Higher Redemption Amount: []

- (f) Notice period (if other than as set out in the Conditions): []
- (g) Other terms applicable on redemption: []
23. Final Redemption Amount for each Note, including the method, if any, of calculating the same: [[] per Calculation Amount/specify other/see Appendix]
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply)
24. Early Redemption Amount payable on redemption for taxation reasons or on an Event of Default and/or the method, if any, of calculating the same, if other than as set out in Condition 6.6(a): [[]per Calculation Amount/specify other/see Appendix]

GENERAL PROVISIONS APPLICABLE TO THIS ISSUE OF NOTES

25. Other final terms: [insert details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive)
26. Additional selling restrictions: [insert details]
27. Method of distribution: [Non-syndicated – insert name of relevant Dealer(s)]
 [Syndicated – insert management group names here]
28. Stabilising Manager: [insert details/None]
29. Common Depositary: []
30. U.S. Selling Restrictions: [Reg S Compliance Category 2: TEFRA D/TEFRA C/TEFRA not applicable]
(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a nonexempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Nonexempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been passported.)
31. Redenomination and Exchange provisions: [Not Applicable/The provisions [in Condition 22/annexed to this Final Terms] apply]
 Acceptance on behalf of the Issuer of the terms of the Final Terms:

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)*]] of the Notes described herein] pursuant to the U.S.\$25,000,000,000 European Note Programme of Nationwide Building Society.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[] has been extracted from []. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of **NATIONWIDE BUILDING SOCIETY**

By:

Duly Authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [].]
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [].] [Not Applicable.]

(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.)

- (b) Estimated of total expenses []
related to admission to trading:

2. RATINGS

Ratings: The [Programme/Notes to be issued] [has/have] been rated:

[Moody's: [[]]]
[S&P: [[]]]
[Fitch: [[]]]
[[Other]: [[]]]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

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

[Save for any fees payable to the Lead Manager(s)/Dealer(s), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. – *Amend as appropriate if there are other interests*]

(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (a) [Reasons for the offer:] []
(b) [Estimated net proceeds:] []
(c) [Estimated total expenses:] [] [Include breakdown of expenses]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (b) and (c) above where disclosure is included at (a) above.)

5. YIELD (Fixed Rate Notes only)

Indication of yield: []

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. PERFORMANCE OF INDEX/FORMULA AND OTHER INFORMATION CONCERNING THE UNDERLYING (Index-Linked Notes only)

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

7. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (Dual Currency Notes only)

[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

8. OPERATIONAL INFORMATION

(a) ISIN Code: []

(b) Common Code: []

- (c) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- (d) Delivery: Delivery [against/free of] payment
- (e) Names and addresses of initial Paying Agent(s) (if any): []
- (f) Names and addresses of additional Paying Agent(s) (if any): []
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]
- [Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (ICSDs) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.] [*include this text if “yes” selected in which case the Notes must be issued in NGN form*]

For the purpose of calculating the U.S. Dollar equivalent of the nominal amount of Notes outstanding under the Programme from time to time, the U.S. Dollar equivalent of Notes denominated in another Specified Currency (as specified in the relevant Final Terms) shall be determined, at the discretion of the Issuer, either as of the date of agreement to issue such Notes (the **Agreement Date**) or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of U.S. Dollars against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant date of calculation.

The U.S. Dollar equivalent of any Dual Currency Notes, Indexed Notes and Partly Paid Notes shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes (in the case of Partly Paid Notes regardless of the amount of the subscription price paid). The U.S. Dollar equivalent of any Zero Coupon Note and any other Note issued at a discount shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

FORM OF GUARANTEED FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Guaranteed Notes issued under the Programme.

[Date]

Nationwide Building Society
[Title of relevant Series of Notes (specifying type of Notes)]
guaranteed by The Commissioners of Her Majesty's Treasury
issued pursuant to its U.S.\$25,000,000,000 European Note Programme

Provided an Eligibility Certificate (as defined in the Guarantee) has been issued in respect of the Notes, the Commissioners of Her Majesty's Treasury (**HM Treasury**) has unconditionally and irrevocably guaranteed the due payment of all sums due and payable by the Issuer under the Notes.

HM Treasury's obligations in that respect are contained in a deed of guarantee (the **Guarantee**) dated 13 October 2008, as amended by a supplemental deed dated 20 October 2008 and a second supplemental deed dated 6 February 2009, a copy of which is available at www.dmo.gov.uk.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the document titled "Base Prospectus" dated 28 September 2010 the purpose of which is to give information with respect to the issue of Guaranteed Notes (the **Exempt Prospectus**) [and the supplement to the Exempt Prospectus dated [date]] which for the purposes of the issue of Notes described in these Final Terms does not constitute a prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Exempt Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Exempt Prospectus [as so supplemented]. The Exempt Prospectus [and the supplement to the Exempt Prospectus] [is/are] available for viewing during normal office hours at, and copies may be obtained from, the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified offices of each of the Paying Agents.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]

TYPE OF NOTE

- | | | |
|----|--|--|
| 1. | Guaranteed Note: | Yes |
| 2. | Interest/Payment Basis: | [Fixed Rate / Floating Rate / Zero Coupon / Partly Paid/ Instalment / Combination/Other] |
| 3. | If Instalment Note, insert Instalment Amount(s)/Instalment Date(s): | [] |
| 4. | If Partly Paid Notes, insert amount of each instalment (expressed as a percentage of the nominal amount of each Note)/due dates for any subsequent instalment/consequences of failure to pay/rate of interest: | [Insert details] |

DESCRIPTION OF THE NOTES

5. New Global Note: [Yes/No]
6. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes]
- [Permanent Global Note exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- (N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 10(d) includes language substantially to the following effect: "[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchanged for Definitive Notes.)*
- [Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]¹*
7. (a) Talons for future Coupons to be attached to Definitive Notes: [Yes/No. *If yes, give details*]
- (b) Date(s) on which the Talons mature: [*give details*]
8. (a) Series Number: []
- (b) Tranche Number: []
- (c) Details (including the date on which the Notes become fully fungible) if forming part of an existing Series: [*number and other details*]
9. (a) Nominal Amount of Notes to be issued: []
- (b) Aggregate nominal amount of Series (if more than one issue for the Series): []
- (c) Specified Currency: []
- (d) Specified Denomination(s): []

¹ Include for Notes that are to be offered in Belgium.

(Note – where multiple denominations above €50,000 or equivalent are being used, the following sample wording should be followed:

“[€50,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]. No Notes in definitive form will be issued with a denomination above [€99,000].”)

- (e) Calculation Amount: []
- (If only one Specified Denomination, insert Specified Denomination. If more than one Specified Denomination, insert highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
- (f) Tradeable Amount: []/[Not Applicable]
10. Issue Price: [] (before deduction of commission)
[] (after deduction of commission)
11. Issue Date: []
12. Interest Commencement Date: [Specify/Issue Date/Not Applicable]
- (NB: An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Automatic/optional conversion from one Interest/Payment Basis to another: *[insert details of such conversion including relevant dates, the new Interest/Payment Basis and any other terms]*

FIXED RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

14. (a) Fixed Rate(s) of Interest: [] per cent. [per annum] [other (specify)]
- (If payable other than annually, consider amending Condition 5)*
- (b) Fixed Interest Date(s): []
- (c) Initial Broken Amount per denomination: *[specify amounts]*
- (d) Fixed Coupon Amount(s) *(Applicable to Notes in definitive form):* [] per Calculation Amount
- (e) Broken Amount(s) *(Applicable to Notes in definitive form):* [] per Calculation Amount, payable on the Fixed Interest Date falling [in/on] []
- (f) Final Broken Amount per denomination: *[specify amounts]*
- (g) Day Count Fraction: [Actual/Actual (ICMA) or 30/360 or specify other]

- (h) Determination Date(s): [] in each year *[Insert interest payment dates except where there are long or short periods. In these cases, insert regular interest payment dates.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (i) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not applicable/give details]

ZERO COUPON NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

15. (a) Accrual Yield: [insert details]
- (b) Reference Price: [insert details]
- (c) Other formula or basis for determining Amortised Face Amount: [insert details]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 6.5 and 6.6(b) apply/Specify other]
- (e) Calculation Agent (if any): [Relevant where Condition 6.6(b) applicable]

FLOATING RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

16. (a) Party responsible for calculating the Interest Rate and Interest Amount (if not the Agent): []
- (b) Interest Period(s) or specified Interest Payment Date(s): [NB: specify **either** a period or periods or a specific date or dates]
- (c) Minimum Interest Rate (if any): [] per cent. per annum
- (d) Maximum Interest Rate (if any): [] per cent. per annum
- (e) Business Day Convention: [Floating Rate/Following Business Day/Modified Following Business Day/Preceding Business Day/other convention – insert details]
- (f) Additional Business Centres: []
- (g) Day Count Fraction: [Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30E/360
30E/360 (ISDA)
Other (See Condition 5 for alternatives)]

- (h) Other terms relating to the method of calculating interest (N.B. **rounding up provisions** and if different from Condition 5.2(d) denominator for calculation of Interest): [Condition 5.2(d) applies/other – insert details]

FLOATING RATE NOTES

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

17. (a) Margin(s): [plus/minus] [] per cent. per annum
- (b) First Interest Payment Date: []
- (c) Manner in which Rate of Interest is to be determined: [ISDA Determination/Screen Rate Determination/other – insert details]
- (d) If Screen Rate Determination:
- (i) Reference Rate: []
- (ii) Interest Determination Date: []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than sterling or euro LIBOR), first day of each Interest Period if sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01, ensure that it is a page which shows a composite rate or amend the fallback provisions appropriately.)*
- (e) If ISDA Determination:
- (i) Floating Rate Option: []
- (ii) Designated Maturity: []
- (iii) Reset Date: []
- (f) If Rate of Interest to be calculated otherwise than by reference to (d) or (e) above insert details, including Rate of Interest and fallback provisions: []

PROVISIONS REGARDING PAYMENTS

18. Definition of **Payment Day** for the purpose of the Conditions if different to that set out in Condition 7.3: [insert details]

PROVISIONS REGARDING REDEMPTION/MATURITY

19. Maturity Date: *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
20. Final Redemption Amount for each Note, including the method, if any, of calculating the same: *[[] per Calculation Amount/specify other/see Appendix]*
21. Early Redemption Amount payable on redemption for taxation reasons or on an Event of Default and/or the method, if any, of calculating the same, if other than as set out in Condition 6.6(a): *[[] per Calculation Amount/specify other/see Appendix]*

GENERAL PROVISIONS APPLICABLE TO THIS ISSUE OF NOTES

22. Other final terms: *[insert details]*
23. Additional selling restrictions: *[insert details]*
24. Method of distribution: *[Non-syndicated – insert name of relevant Dealer(s)]
[Syndicated – insert management group names here]*
25. Stabilising Manager: *[insert details/None]*
26. Common Depositary: *[]*
27. U.S. Selling Restrictions: *[Reg S Compliance Category 2: TEFRA D/TEFRA C/TEFRA not applicable]*
28. Redenomination and Exchange provisions: Not Applicable
Acceptance on behalf of the Issuer of the terms of the Final Terms

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* of the Notes described herein] pursuant to the U.S.\$25,000,000,000 European Note Programme of Nationwide Building Society.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[[]* has been extracted from *[]*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by *[]*, no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of **NATIONWIDE BUILDING SOCIETY**

By:
Duly Authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on *[specify relevant regulated market (for example the Bourse de Luxembourg, the London Stock Exchange's Regulated Market or the Regulated Market of the Irish Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the UK Listing Authority)]* with effect from [].] [Not Applicable.]
- (b) Estimated of total expenses related to admission to trading: []
- (Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.)

2. RATINGS

- Ratings: The [Programme/Notes to be issued] [has/have] been rated:
- [Moody's: []]
[S&P: []]
[Fitch: []]
[[Other]: []]
- (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. OPERATIONAL INFORMATION

- (a) ISIN Code: []
- (b) Common Code: []
- (c) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (d) Delivery: Delivery [against/free of] payment

- (e) Names and addresses of initial Paying Agent(s) (if any): []
- (f) Names and addresses of additional Paying Agent(s) (if any): []
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]
- [Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (ICSDs) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that the Eurosystem eligibility criteria have been met.] *[include this text if “yes” selected in which case the Notes must be issued in NGN form]*

For the purpose of calculating the U.S. Dollar equivalent of the nominal amount of Notes outstanding under the Programme from time to time, the U.S. Dollar equivalent of Notes denominated in another Specified Currency (as specified in the relevant Final Terms) shall be determined, at the discretion of the Issuer, either as of the date of agreement to issue such Notes (the **Agreement Date**) or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of U.S. Dollars against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant date of calculation.

The U.S. Dollar equivalent of any Partly Paid Notes shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes (in the case of Partly Paid Notes regardless of the amount of the subscription price paid). The U.S. Dollar equivalent of any Zero Coupon Note and any other Note issued at a discount shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange, relevant authority or quotation system (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue. If not so permitted (where applicable) and agreed, each definitive Note will have endorsed upon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Form of the Notes” above for a description of the content of Final Terms which will include the definition of certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes. To the extent that Notes are issued pursuant to the Programme Registration Document and a Programme Securities Note, references in the following Terms and Conditions to the “Final Terms” shall be read as references to the “Programme Securities Note” in respect of such Tranche of Notes, and all such references shall be construed accordingly.

This Note is one of a Series of notes (the notes of such Series being hereinafter called the **Notes**, which expression shall mean (a) in relation to Notes represented by a global note (a **Global Note**), units equal to the lowest Specified Denomination in the Specified Currency, (b) definitive Notes issued in exchange for a Global Note, and (c) any Global Note) constituted by a Trust Deed dated 17 April 1991 (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) made between Nationwide Building Society (the **Issuer**) and The Law Debenture Trust Corporation p.l.c. (the **Trustee**, which expression shall include any successor as trustee).

The Notes are issued with the benefit of an Amended and Restated Agency Agreement dated 11 November 2008 (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) made between the Issuer, Citibank, N.A., London Office, as issuing agent, principal paying agent and agent bank (the **Agent**, which expression shall include any successor as agent), the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and the Trustee.

Interest bearing definitive Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference in these Terms and Conditions to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Notes redeemable in instalments will have instalment receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms endorsed upon or attached to this Note which supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note.

References herein to “applicable Final Terms” are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders of the Notes (the **Noteholders**, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below), the holders of the Receipts (the **Receiptholders**) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), all in accordance with the provisions of the Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system) and Series means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be

consolidated and form a single series, and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the registered office for the time being of the Trustee, being at 11 November 2008 at Fifth Floor, 100 Wood Street, London EC2V 7EX and at the specified office of each of the Agent and the other Paying Agents. Copies of the applicable Final Terms are available for viewing at, and copies may be obtained from, the principal office of the Issuer at Nationwide House, Pipers Way, Swindon SN38 1NW and the specified office of each of the Paying Agents save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the Trustee or, as the case may be, and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are binding on them. Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and, in the event of inconsistency between the Agency Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail.

1. Form, Denomination and Transfer

The Notes are in bearer form in the Specified Currency or Currencies and the Specified Denomination(s) and definitive Notes are serially numbered. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Indexed Interest Note, an Indexed Redemption Amount Note, an Instalment Note, a Dual Currency Note, a Partly Paid Note or any appropriate combination thereof depending upon the Interest/Payment Basis.

This Note is an Ordinary Note, a Deposit Note, a Guaranteed Note or a Subordinated Note, as indicated in the applicable Final Terms.

If this Note is a definitive Note, it is issued with Coupons and, if applicable, Receipts and Talons attached, unless it is a Zero Coupon Note in which case references to interest and Coupons in these Terms and Conditions are not applicable.

Subject to the provisions relating to Global Notes set out below, title to the Notes, the Receipts and the Coupons will pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Trustee, the Agent and any other Paying Agent shall (subject as set out below) be entitled to deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not such Note, Receipt or Coupon shall be overdue and notwithstanding any notice to the contrary or any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for the purpose of making payment thereon and for all other purposes. For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, société anonyme (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg (including any form of statement or printout of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Cedcom system) in accordance with its usual procedures and in which the holder of a particular nominal amount of Notes is clearly identified together with the amount of such holding) as evidence as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of

principal and interest on such Notes, the right to which shall be vested, as against the Issuer, solely in the bearer of the Global Note in accordance with and subject to its terms (or the Trustee in accordance with the Trust Deed) (and the expressions **Noteholder**, **holder of Notes** and related expressions shall be construed accordingly). Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be.

Any references herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Agent and the Trustee.

2. Status of Ordinary Notes, Deposit Notes and Guaranteed Notes

The Ordinary Notes, the Deposit Notes and the Guaranteed Notes and the relative Receipts and Coupons are direct, unconditional and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank (subject to any applicable statutory exceptions and subject to the provisions of Condition 4) equally with all other unsecured and unsubordinated obligations of the Issuer and in priority to investment shares in the Issuer from time to time outstanding.

3. Status and Subordination of Subordinated Notes

- (a) The Subordinated Notes and the relative Receipts and Coupons are direct and unsecured obligations of the Issuer, conditional as described below, and rank without any preference among themselves, and the rights of the holders of the Subordinated Notes (and any rights in respect of the relative Receipts or Coupons) will, in the event of the winding up of the Issuer, be subordinated in right of payment in the manner provided in the Trust Deed to the claims of depositors (including investment creditors) and other unsubordinated creditors of the Issuer in respect of their respective senior claims. Accordingly if the Issuer is at any time in winding up, then no principal or interest in respect of the Subordinated Notes (whether or not already due or accrued prior to the commencement of such winding up) shall be payable by, nor shall any claim in respect thereof be provable against, the Issuer in such winding up unless and until and except to the extent that the Issuer could make such payment in whole or in part and still be solvent immediately thereafter. For the purpose of this Condition, the Issuer shall be deemed to be solvent if it is able to pay its debts in full, or the liquidator of the Issuer determines that it will be able to do so within a period not exceeding twelve months, and in determining whether the Issuer is deemed to be solvent for the purposes of this Condition there shall be disregarded obligations which are not provable in the winding up or which are themselves subordinated to the claims of all or any of the unsecured creditors of the Issuer.
- (b) Subject to applicable law, no holder of Subordinated Notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Subordinated Notes, the relative Receipts or the Coupons and each Noteholder, Receiptholder and Couponholder shall, by virtue of being the holder of any such Subordinated Note, Receipt or Coupon (as the case may be) be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the provision of the foregoing sentence, if any of the said rights and claims of any Noteholder, Receiptholder or Couponholder of Subordinated Notes against the Issuer is discharged by set-off, such Noteholder, Receiptholder or Couponholder of Subordinated Notes will immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of winding up of the Issuer the liquidator of the Issuer and accordingly such discharge will be deemed not to have taken place.

4. Negative Pledge

This Condition 4 does not apply to Subordinated Notes. So long as any of the Ordinary Notes or, as the case may be, Deposit Notes or, as the case may be, Guaranteed Notes remains outstanding the Issuer will not, and will not suffer or permit any Subsidiary of the Issuer to, create or have outstanding any mortgage, lien (not being a lien arising by operation of law), pledge or other security interest upon the whole or any part of its undertaking or assets, present or future, (**Security**) to secure any Loan Stock of the Issuer or such Subsidiary,

respectively, or any obligation of the Issuer or of any Subsidiary of the Issuer under any guarantee of or indemnity in respect of Loan Stock of any other person, without at the same time or prior thereto securing the Notes, the Receipts and the Coupons (other than Subordinated Notes and the relative Receipts and Coupons) (the **Protected Notes, Receipts and Coupons**) equally and rateably therewith to the satisfaction of the Trustee or providing such other security for the Protected Notes, Receipts and Coupons which the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Noteholders or which shall be approved by an Extraordinary Resolution of the Noteholders provided that the Issuer or any Subsidiary of the Issuer may create or have outstanding Security with respect to Loan Stock (without the obligation to secure the Protected Notes, Receipts and Coupons as aforesaid) if at the date of the creation thereof the Issuer and its Subsidiaries have and thereafter maintain free and clear of Security assets the fair market value of which (calculated on a consolidated basis) is at least twice the aggregate principal amount of all Loan Stock which is not secured by any such Security. **Loan Stock** is defined in the Trust Deed to mean indebtedness for the time being outstanding which is in the form of or represented or evidenced by bonds, notes, debentures, loan stock or other similar securities.

5. Interest

5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) of Interest payable in arrear on the Fixed Interest Date(s) in each year and on the Maturity Date if that does not fall on a Fixed Interest Date. The first payment of interest will be made on the Fixed Interest Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not a Fixed Interest Date, will amount to the Initial Broken Amount. If the Maturity Date is not a Fixed Interest Date, interest from (and including) the preceding Fixed Interest Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (b) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest subunit of the relevant Specified Currency, half of any such subunit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Terms and Conditions:

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1:

- (a) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such

Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates that would occur in one calendar year; or

- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period commencing on the last Fixed Interest Date on which interest was paid (or, if none, the Interest Commencement Date), the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and
- (b) if **30/360** is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of twelve 30 day months) divided by 360.

If no Day Count Fraction for Fixed Rate Notes is specified in the applicable Final Terms then the Day Count Fraction for such Notes shall be **Actual/Actual (ICMA)** for Notes other than those denominated or payable in U.S. Dollars and **30/360** for Notes denominated or payable in U.S. Dollars.

Determination Period means the period from (and including) a Determination Date to (but excluding) the next Determination Date; and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

5.2 Interest on Floating Rate Notes and Indexed Interest Notes

(a) Interest Payment Dates

Each Floating Rate Note and Indexed Interest Note bears interest from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest payable in arrear on either:

- (i) the Interest Payment Date(s) in each year (the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date, each an Interest Period); or
- (ii) if no express Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an Interest Payment Date) which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

If any Interest Payment Date which is specified in the applicable Final Terms to be subject to adjustment in accordance with a business day convention would otherwise fall on a day which is not a Business Day, then, if the business day convention specified is:

- (A) in any case where Interest Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding applicable Interest Payment Date occurred; or

- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In this Condition, **Business Day** means a day which is both:

- I. a day on which commercial banks and foreign exchange markets settle payments in London or any other place as is specified in the applicable Final Terms (each an **Additional Business Centre**); and
- II. either (a) in relation to Notes denominated or payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than London or any Additional Business Centre and which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (b) in relation to Notes denominated or payable in euro, a day on which the TARGET2 system (as such term is defined in Condition 22.3) is open.

(b) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Indexed Interest Notes will be determined in the manner specified in the applicable Final Terms.

(i) **ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

For the purposes of this Condition 5.2(b)(i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or other person specified in the applicable Final Terms under an interest rate swap transaction if the Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions (as amended and updated as at the Issue Date of the first Tranche of the Notes and as published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**)) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is the period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is either (I) if the applicable Floating Rate Option is based on the London interbank offered rate (**LIBOR**) or the Eurozone interbank offered rate (**EURIBOR**) for a currency, the first day of that Interest Period or (II) in any other case, as specified in the applicable Final Terms.

For the purpose of this Condition 5.2(b)(i), (I) **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions, (II) the definition of **Banking Day** in the ISDA Definitions shall be amended to insert after the words “are open for” in the second line the word “general” and (III) **Euro-zone** means the region comprised of Member States of the European Union that adopt or have adopted the single currency in accordance with the Treaty (as defined in Condition 22.3).

(ii) **Screen Rate Determination for Floating Rate Notes**

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (B) the arithmetic mean (rounded upwards if necessary to the nearest 0.0001 per cent.) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus the Margin (if any), all as determined by the Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of the Floating Rate Notes is specified as being other than the LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(c) **Minimum and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be less than such Minimum Rate of Interest and/or if it specifies a Maximum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be greater than such Maximum Rate of Interest.

(d) **Determination of Rate of Interest and calculation of Interest Amount**

The Agent, in the case of Floating Rate Notes, or the Calculation Agent, in the case of Indexed Interest Notes, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Indexed Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Agent will calculate the amount of interest (each an Interest Amount) for the relevant Interest Period.

Each Interest Amount shall be calculated by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the Day Count Fraction specified in the applicable Final Terms. Unless otherwise specified in the Final Terms, the resultant figure will be rounded as follows:

- (i) all United States Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up);
- (ii) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen; and
- (iii) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

Where the Specified Denomination of a Floating Rate Note or an Index Linked Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Floating Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount for any period of time in the applicable Final Terms and:

- (A) if **Actual/Actual (ISDA)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of the Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (C) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (D) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360; and
- (E) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30.

(e) Notification of Rate of Interest and Interest Amounts

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relative Interest Payment Date to be notified to the Trustee and to any listing authority, stock exchange and/or quotation system to which the Floating Rate Notes or Indexed Interest Notes have then been admitted to listing, trading and/or quotation and to be published in accordance with Condition 19 as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 5.2(a) above) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will be promptly notified to each listing authority, stock exchange and/or quotation system to which the Floating Rate Notes or Indexed Interest Notes have then been admitted to listing, trading and/or quotation and to the Noteholders in accordance with Condition 19.

(f) Determination or calculation by Trustee

If for any reason at any time after the Issue Date, the Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest in accordance with Condition 5.2(b) or the Agent defaults in its obligation to calculate any Interest Amount in accordance with Condition 5.2(d) above, the Trustee (or an agent acting on its behalf) shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee (or an agent acting on its behalf) shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent or the Calculation Agent, as the case may be.

(g) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2, whether by the Agent or the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent, the Trustee, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions pursuant to such provisions.

5.3 Dual Currency Notes

In the case of Dual Currency Notes, where the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest shall be determined in the manner specified in the applicable Final Terms.

5.4 Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

5.5 Interest Accrual

Interest (if any) will cease to accrue on each Note on, but excluding, the due date for redemption thereof unless, upon due presentation thereof, payment of principal is improperly withheld or refused in which event interest will continue to accrue as provided in the Trust Deed.

6. Redemption and Purchase

6.1 Final redemption

Unless previously redeemed or purchased and cancelled as provided below, each Note will be redeemed at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

6.2 Redemption for taxation reasons

If the Issuer at any time satisfies the Trustee immediately prior to the giving of the notice referred to below that, on the date of the next payment due in respect of the Notes, the Issuer would be required (a) to pay additional amounts as provided under Condition 10 or (b) to account to any taxing authority in the United Kingdom for any amount (other than any tax withheld or deducted from interest payable on the Notes) calculated by reference to any amount payable in respect of the Notes, then the Issuer may (subject, if this Note is a Subordinated Note, to having obtained prior Relevant Supervisory Consent (as defined below)), having given not less than 15 nor more than 30 days' notice to the Trustee, the Agent and, in accordance with Condition 19, the Noteholders (which notice shall be irrevocable), redeem at any time (if this Note is neither a Floating Rate Note nor an Indexed Interest Note) or on the next Interest Payment Date (if this Note is a Floating Rate Note or an Indexed Interest Note) all, but not some only, of the Notes at their Early Redemption Amount referred to in Condition 6.6 below, together, if applicable, with interest accrued to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes accordingly.

For the purposes of these Terms and Conditions, **Relevant Supervisory Consent** means the consent to the relevant redemption, payment, repayment or purchase, as the case may be, of the Financial Services Authority (which, for the purposes of these Terms and Conditions, means the Financial Services Authority or any other body performing the same or similar functions in relation to building societies (so long as the Issuer remains a building society) or banks (in the event that the Issuer transfers its business to a company pursuant to section 97 of the Building Societies Act 1986, as amended (the **Act**)).

6.3 Redemption at the option of the Issuer

If so specified in the applicable Final Terms (unless this Note is a Guaranteed Note), the Issuer may (subject to having obtained, if this Note is a Subordinated Note, Relevant Supervisory Consent) having (unless otherwise specified in the applicable Final Terms) given not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 19 (which notice shall be irrevocable), redeem all or some only (as specified in the applicable Final Terms) of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) as specified in, or determined in the manner specified in, the applicable Final Terms. Upon expiry of such notice the Issuer shall be bound to redeem the Notes accordingly.

In the event of a redemption of some only of the Notes, such redemption must be for an amount being the Minimum Redemption Amount or a Higher Redemption Amount. In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Notes represented by a Global Note, not more than 35 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of such Redeemed Notes will be published in accordance with Condition 19 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 6.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 19 at least 15 days prior to the Selection Date.

6.4 Redemption at the option of the Noteholders (other than holders of Guaranteed Notes or Subordinated Notes)

If and to the extent specified in the applicable Final Terms (unless this Note is a Guaranteed Note or a Subordinated Note), upon the holder of this Note giving to the Issuer, in accordance with Condition 19, not less than 15 nor more than 30 days' notice (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem subject to, and in accordance with, the terms specified in the applicable Final Terms in whole (but not in part) such Note on the Optional Redemption Date and at the relevant Optional Redemption Amount as specified in, or determined in the manner specified in, the applicable Final Terms, together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date. It may be that before a redemption at the option of the Noteholders can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

If this Note is in definitive form, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note, on any Business Day (as defined in Condition 5.2(a)) falling within the notice period at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a Put Notice) and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

6.5 Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1, 6.2, 6.3 or 6.4 above or upon its becoming due and repayable as provided in Condition 11 (if this Note is not a Subordinated Note) or Condition 12 (if this Note is a Subordinated Note) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6.6(c) below as though the references therein to the date fixed for redemption or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (b) the date on which the full amount of the moneys payable has been received by the Agent or the Trustee and notice to that effect has been given to the Noteholders either in accordance with Condition 19 or individually.

6.6 Early Redemption Amounts

For the purposes of Condition 6.2 above and Condition 11 (if this Note is not a Subordinated Note) or Condition 12 (if this Note is a Subordinated Note), each Note will be redeemed at an amount (the **Early Redemption Amount**) determined or calculated as follows:

- (a) (in the case of Notes other than Zero Coupon Notes but including Instalment Notes and Partly Paid Notes) at the amount per Note of each Specified Denomination set out in, or determined in the manner set out in, the applicable Final Terms, or, if no such amount or manner is so set out:
 - (i) in the case of Fixed Rate Notes, at an amount determined by the Calculation Agent (in its absolute discretion) whereby such amount payable by the Issuer in respect of principal and interest (if any) accrued to (but excluding) the date of such early redemption of each Note shall, taking into account any accrued interest payable on such early redemption, have the effect of preserving for the holder of that Note the economic equivalent of the obligations of the Issuer to pay (A) the Final Redemption Amount specified in, or determined in the manner specified in the applicable Final Terms which would, but for such early redemption, have been payable on the Maturity Date and (B) the interest (if any) in respect of that Note on such date(s) and in such amount(s) determined in accordance with Condition 5 above and specified in, or

determined in the manner specified in the applicable Final Terms which would, but for such redemption, have been payable up to (and including) the Maturity Date; or

- (ii) in the case of Floating Rate Notes, at an amount equal to the nominal amount of each Note; or
- (b) in the case of Zero Coupon Notes, at an amount (the **Amortised Face Amount**) equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable, or such other amount as is provided in the applicable Final Terms.
- (c) Where such calculation is to be made for a period which is not a whole number of years, it shall be made (i) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360 day year consisting of 12 months of 30 days each or (ii) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (A) the number of those days falling in a leap year divided by 366 and (B) the number of those days falling in a non-leap year divided by 365) or (in either case) on such other calculation basis as may be specified in the applicable Final Terms.

6.7 Instalments

Instalment Notes will be repaid in the Instalment Amounts and on the Instalment Dates. In the case of early redemption the Early Redemption Amount will be determined pursuant to Condition 6.6 above.

6.8 Purchases

The Issuer or any of its Subsidiaries (as defined in the Trust Deed) may (having obtained, in the case of Subordinated Notes, prior Relevant Supervisory Consent) at any time purchase or otherwise acquire Notes (provided that, in the case of definitive Notes, all unmatured Receipts and Coupons appertaining thereto are attached thereto or surrendered therewith) in any manner and at any price. If purchases are made by tender, tenders must be available to all Noteholders alike.

6.9 Cancellation

All Notes which are (a) redeemed in full or (b) in the case of Subordinated Notes only, purchased by or on behalf of the Issuer or any Subsidiary of the Issuer will forthwith be cancelled (together with, in the case of definitive Notes, all unmatured Receipts and Coupons attached thereto or surrendered therewith) and such Notes may not be reissued or resold. Notes (other than Subordinated Notes) purchased by the Issuer or any of its Subsidiaries may, at the option of the Issuer or such Subsidiary, be held, resold or cancelled.

7. Payments

7.1 Method of Payment

Subject as provided below:

- (a) payments in a currency other than euro will be made by transfer to an account in the relevant Specified Currency maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively); and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10. References in these Conditions to **Specified Currency** will include any successor currency under applicable law.

7.2 Presentation of Notes, Receipts and Coupons

Subject as provided below, payments of principal and interest (if any) in respect of definitive Notes (if issued) will be made against presentation and surrender of definitive Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of instalments (if any) of principal, other than the final instalment, will (subject as provided below) be made only against presentation and surrender of the relevant Receipt. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. If any definitive Note is redeemed or becomes repayable prior to the stated maturity thereof, principal will be payable only on surrender of such Note together with all unmatured Receipts appertaining thereto. Receipts presented without the definitive Note to which they appertain attached and unmatured Receipts do not constitute valid obligations of the Issuer.

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant Global Note only against presentation or surrender, as the case may be, of such Global Note, at the specified office of any Paying Agent. A record of each payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by such Paying Agent and such record shall be prima facie evidence that the payment in question has been made.

The holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note (or the Trustee, as the case may be). No person other than the holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Note.

Notwithstanding the foregoing:

- (a) the Issuer reserves the right to require Couponholders who do not make a declaration (such declaration being to the satisfaction of Her Majesty's Revenue and Customs (**HMRC**)) that they are not resident in the United Kingdom to present their Coupons at a specified office of a Paying Agent situated outside the United Kingdom if the Issuer would otherwise be obliged to account to any taxing authority in the United Kingdom for any amount in respect of income tax (other than any tax withheld or deducted from interest payable on the Notes) calculated by reference to the interest represented by the relevant Coupon; and
- (b) payments of interest in U.S. Dollars will only be made at the specified office of any Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) (i) if (A) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount of interest on the Notes in the manner provided above when due, (B) payment of the full amount of such interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (C) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer and (ii) at the option of the relevant holder if such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Fixed Rate Notes in definitive form (other than Dual Currency Notes or Indexed Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons).

If a Fixed Rate Note (other than a Subordinated Note) is presented without all unmatured Coupons relating thereto, then:

- (a) if the aggregate amount of the missing Coupons is greater than the principal amount of such Note, such amount of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the **Relevant Coupons**) being equal to the principal amount of such Note; provided that, where this subparagraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
- (b) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the principal amount of such Note) will be deducted from the amount of principal due for payment; provided that, if the gross amount available for payment is less than the principal amount of such Note, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the principal amount of such Note) which the gross amount actually available for payment bears to the principal amount of such Note.

Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 10) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 13) or, if later, five years from the date on which such Coupon would otherwise have become due.

Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Dual Currency Note, Indexed Note or Subordinated Note which is also a Fixed Rate Note in definitive form, all unmatured Coupons and Talons (if any) relating to such Note (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

7.3 Payment Day

If any date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day (as defined below), then the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

In this Condition (unless otherwise specified in the applicable Final Terms), Payment Day means any day which is both:

- (a) a day on which commercial banks settle payments in the relevant place of presentation; and
- (b) a Business Day (as defined in Condition 5.2(a)).

If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such interest bearing Note from (and including) the last preceding due date for the payment of interest (or from (and including) the Interest Commencement Date, as the case may be) will be paid only against surrender of such interest bearing Note.

7.4 Interpretation of Principal and Interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 10 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (f) in relation to Zero Coupon Notes, the Amortised Face Amount;
- (g) any premium and any other amounts (other than interest) which may be payable under or in respect of the Notes; and
- (h) in relation to Dual Currency Notes, the principal payable in any relevant Specified Currency.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 10 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

8. Exchange of Talons

On and after the Interest Payment Date or the Fixed Interest Date (as appropriate) on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 13.

9. Agent and Paying Agents

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below. In the event of the appointed office of any such bank being unable or unwilling to continue to act as the Agent, or failing duly to determine the Rate of Interest, if applicable, or to calculate the Interest Amounts for any Interest Period, the Issuer shall appoint the London office of such other bank as may be approved by the Trustee to act as such in its place. The Agent may not resign its duties or be removed from office without a successor having been appointed as aforesaid. The Issuer may, with the prior approval of the Trustee, vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts provided that the Issuer will, so long as any of the Notes is outstanding, maintain (a) a Paying Agent (which may be the Agent) having a specified office in a city approved by the Trustee in continental Europe, (b) so long as any of the Notes have been admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, a Paying Agent (which may be the Agent) having a specified office in each location required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system, and (c) to the extent reasonably practicable, a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in subparagraph (b) of the fourth paragraph of Condition 7.2.

Notice of any such variation, termination, appointment or change will be given by the Issuer to the Noteholders in accordance with Condition 19.

10. Taxation

All payments of principal and interest (if any) in respect of the Notes, Receipts and Coupons by (or on behalf of) the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed, or levied by the United Kingdom or any political subdivision thereof or by any authority thereof or therein having power to tax, unless the withholding or deduction for, or on account of, such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders, Receiptholders or, as the case may be, Couponholders after such withholding or deduction shall equal the respective amounts of principal and interest (if any) which would have been receivable in respect of the Notes or, as the case may be, Receipts or Coupons in the absence of such withholding or deduction; except that no such additional amount shall be payable in respect of any Note, Receipt or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of such Note, Receipt or Coupon; or
- (b) presented for payment in the United Kingdom; or
- (c) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 7.3); or
- (d) where the holder is able to avoid such withholding or deduction by presenting an appropriate certificate; or
- (e) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (f) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein, the **Relevant Date** means the date on which the relevant payment in respect of the Note, Receipt or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Agent or the Trustee on or prior to such due date, the **Relevant Date** means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Noteholders in accordance with Condition 19.

11. Events of Default and enforcement relating only to Ordinary Notes, Deposit Notes and Guaranteed Notes

- 11.1 This Condition shall apply only to Ordinary Notes, Deposit Notes and Guaranteed Notes (save that, Condition 11.2(c) will not apply to issues of Guaranteed Notes).
- 11.2 The Trustee at its discretion may, and if so requested in writing by the holders of at least one quarter of the nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, subject to being indemnified to its satisfaction (but, in the case of the happening of any of the events mentioned in subparagraphs (b), (c) and (d) below in relation to the Issuer or any Principal Subsidiary (as defined below) or, in the case of the happening of any of the events mentioned in subparagraphs (e) and (f) below in relation to a Principal Subsidiary, only if the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders) give notice to the Issuer that the Notes are, and they shall immediately become, due and repayable as set out below, if any of the following events shall occur and be continuing:

- (a) the Issuer fails to pay any principal or interest in respect of the Notes within seven days of the due date; or
- (b) the Issuer defaults in performance or observance of or compliance with any of its other undertakings set out in the Notes or the Trust Deed which default is incapable of remedy or which, if capable of remedy, is not in the opinion of the Trustee remedied within 30 days (or such longer period as the Trustee may permit) after notice requiring remedy of such default shall have been given to the Issuer by the Trustee; or
- (c)
 - (i) any other present or future indebtedness in respect of moneys borrowed or raised in an amount of £40,000,000 or more (or its equivalent in any other currency) of the Issuer or any Principal Subsidiary becomes due and payable prior to its stated maturity pursuant to a default; or
 - (ii) any such indebtedness is not paid when due or (as the case may be) within any applicable grace period therefor; or
 - (iii) the Issuer or any Principal Subsidiary fails to pay when due or (as the case may be) within any applicable grace period therefor any amount payable by it under any present or future guarantee in an amount of £40,000,000 or more (or its equivalent in any other currency) (other than any guarantee given in the ordinary course of its business) for any indebtedness in respect of moneys borrowed or raised; or
 - (iv) any mortgage, charge, pledge, lien or other encumbrance present or future securing an amount of £40,000,000 or more (or its equivalent in any other currency) and created or assumed by the Issuer or any Principal Subsidiary becomes enforceable and the holder thereof takes any steps to enforce the same; or
- (d) a distress or execution or other similar legal process in respect of a claim for £20,000,000 or more is levied or enforced or sued out upon or against any part of the property, assets or revenues of the Issuer or any Principal Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out; or
- (e) the Issuer or any Principal Subsidiary becomes insolvent or is unable to pay its debts as they mature or applies for or consents to or suffers the appointment of a liquidator or receiver or administrator or similar officer of itself or the whole or any substantial part of its undertaking, property, assets or revenues or takes any proceeding under any law for a readjustment or deferment of its obligations or any part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or stops or threatens to cease to carry on its business or any substantial part of its business except in any case in connection with a substitution pursuant to Condition 15 or for the purpose of a reconstruction, union, transfer, merger or amalgamation effected with the prior written consent of the Trustee, or in the case of a Principal Subsidiary in connection with the transfer of all or the major part of its business, undertaking and assets to the Issuer or another wholly-owned Subsidiary of the Issuer; or
- (f) an order is made or an effective resolution is passed for the winding up or dissolution of the Issuer or any Principal Subsidiary or the authorisation or registration of the Issuer is or is proposed to be cancelled, suspended or revoked or anything analogous or similar to any of the foregoing occurs (except in any case for the purposes of a reconstruction, union, transfer, merger or amalgamation effected with the consent of the Trustee or in the case of a voluntary solvent winding up of a wholly-owned Principal Subsidiary in connection with the transfer of all or the major part of its business, undertaking and assets to the Issuer or another wholly-owned Subsidiary of the Issuer or in connection with a substitution pursuant to Condition 15).

Principal Subsidiary means a Subsidiary of the Issuer whose total assets (attributable to the Issuer) represent 10 per cent. or more of the consolidated total assets of the Issuer and its Subsidiaries (all as

more particularly described in the Trust Deed). A certificate signed by two Authorised Signatories (as defined in the Trust Deed) that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary may be relied upon by the Trustee without further enquiry or evidence and, if so relied upon, shall, in the absence of manifest or proven error, be conclusive and binding on all parties.

- 11.3 If the Notes become due and repayable pursuant to this Condition, they shall be repayable at the Early Redemption Amount together (where applicable) with accrued interest as provided in the Trust Deed.
- 11.4 At any time after the Notes become due and repayable the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce repayment of the Notes, but it shall not be bound to take any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified to its satisfaction. No Noteholder, Receiptholder or Couponholder may proceed directly against the Issuer unless the Trustee, having become bound to proceed, fails to do so and such failure is continuing.

12. Events of Default and enforcement relating only to Subordinated Notes

- 12.1 This Condition shall apply only to Subordinated Notes.
- 12.2 The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter of the nominal amount of Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, subject to being indemnified to its satisfaction, give notice to the Issuer that the Notes are, and they shall accordingly immediately become, due and repayable (a) if default is made for a period of seven days or more in the payment of any principal due on the Notes or any of them or for a period of 14 days or more in the payment of any interest due on the Notes or any of them or (b) if, otherwise than by virtue of Section 93(5), Section 94(10), Section 97(9) or Section 97(10) of the Act, the Issuer is dissolved by consent of its members, a special resolution of the members is passed that the Issuer be wound up voluntarily or a petition that the Issuer be wound up by the Court is granted or (c) if the registration of the Issuer under the Act is cancelled otherwise than under Section 103(1)(a) of the Act. If the Notes become due and repayable, the Trustee may at its discretion institute proceedings for the winding up of the Issuer in England (but not elsewhere) to enforce the obligations of the Issuer in respect of the Notes and the Trust Deed in so far as it relates to the Notes; provided that no repayment of principal in respect of the Notes may be made by the Issuer pursuant to this Condition 12.2, nor will the Trustee accept the same, otherwise than during or after a winding up or dissolution of the Issuer, save with Relevant Supervisory Consent. For the purposes of this paragraph, a payment shall be deemed to be due even if the requirement as to solvency set out in Condition 3(a) is not satisfied.
- 12.3 No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so, in which case any such holder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise. No such holder shall be entitled to institute proceedings for the winding up of the Issuer, or to prove in any winding up of the Issuer, except that if the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so, or, being able to prove in any winding up of the Issuer, fails to do so, then any such holder may, on giving an indemnity satisfactory to the Trustee, in the name of the Trustee (but not otherwise) himself institute proceedings for the winding up in England (but not elsewhere) of the Issuer and/or prove in any winding up of the Issuer to the same extent (but not further or otherwise) that the Trustee would have been entitled so to do in respect of such Notes and/or Receipts and/or Coupons held by him. No remedy against the Issuer, other than the institution of proceedings for the winding up in England of the Issuer or the proving or claiming in any winding up of the Issuer, shall be available to the Trustee or such holders for the recovery of amounts owing in respect of such Notes or the relative Receipts or Coupons or under the Trust Deed in so far as it relates to the Notes or the relative Receipts or Coupons.

- 12.4 If the Notes become due and repayable pursuant to this Condition, they shall be repayable at their Early Redemption Amount together (where applicable) with accrued interest as provided in the Trust Deed.
- 12.5 The Trustee may at its discretion institute such proceedings as are contemplated by this Condition against the Issuer to enforce the obligations of the Issuer under the Trust Deed in so far as it relates to the Notes or the relative Coupons or Receipts, but it shall not be bound to institute any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the holders of the Notes or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes then outstanding and (b) it shall have been indemnified to its satisfaction.

13. Prescription

Claims for payment of principal in respect of the Notes shall become void upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Notes shall become void upon the expiry of five years, in each case from the Relevant Date therefor, subject to the provisions of Condition 7.

14. Meetings of Noteholders, Modification and Waiver

The Trust Deed contains provisions for convening meetings of Noteholders (or, as the case may be, the holders of Notes of more than one Series) to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Trust Deed.

The quorum at any such meeting to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority of the nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes for the time being outstanding so held or represented, except that at any meeting, the business of which includes the modification of certain of these Terms and Conditions or provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the nominal amount of the Notes for the time being outstanding.

An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trust Deed provides that the Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, but, in relation to Guaranteed Notes, subject to the prior written consent of The Commissioners of Her Majesty's Treasury (**HM Treasury**) having been obtained by the Issuer, to any modification (subject to certain exceptions) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or to any modification which is of a formal, minor or technical nature or which is made to correct a manifest error. Any such modification, waiver or authorisation shall be binding on the Noteholders, Receiptholders and Couponholders and, unless otherwise agreed by the Trustee, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 19.

In connection with the exercise by it of any of its trusts, powers or discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Noteholders, Receiptholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 10 and/or any undertaking given in addition to, or in substitution for, Condition 10 pursuant to the Trust Deed.

15. Substitution

15.1 Provisions relating to Ordinary Notes, Deposit Notes and Guaranteed Notes

- (a) Subject as provided in the Trust Deed, the Trustee, if it is satisfied that so to do would not be materially prejudicial to the interests of the Noteholders, may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to the substitution of any successor in business of the Issuer or of a Subsidiary of the Issuer or any such successor in business, not being in any such case a building society formed by the amalgamation of the Issuer and one or more other building societies pursuant to Section 93 of the Act or a building society to which the Issuer has transferred all of its engagements pursuant to Section 94 of the Act or the successor in accordance with Section 97 of the Act, in place of the Issuer as principal debtor under the Ordinary Notes or Deposit Notes or Guaranteed Notes and the Trust Deed in respect of the Notes, provided (in case of the substitution of any company which is a Subsidiary of the Issuer or such successor in business) that the obligations of such Subsidiary in respect of the Notes and the Trust Deed in respect thereof shall be guaranteed by the Issuer or such successor in business in such form as the Trustee may require and, in the case of Guaranteed Notes, HM Treasury unconditionally and irrevocably guarantees all amounts payable by such successor in business under the Notes, the Receipts and the Coupons to the satisfaction of the Trustee.
- (b) The Issuer has covenanted with the Trustee in the Trust Deed that it will not transfer its business to a successor in accordance with Section 97 of the Act unless either (i) the Trustee is satisfied that the successor will be or (as the case may be) remain an authorised person under the FSMA (or any statutory modification or reenactment thereof) or (ii) such transfer is approved by an Extraordinary Resolution of the Noteholders.

15.2 Provisions relating to Subordinated Notes

The Issuer has covenanted with the Trustee in the Trust Deed that if it transfers its business to a company (the Transferee Company) within the meaning of the Companies Act 1985 pursuant to Section 97 of the Act then, upon such transfer becoming effective:

- (a) it will either deliver evidence reasonably satisfactory to the Trustee that the Transferee Company is an authorised person for the purposes of the FSMA (or any statutory modification or reenactment thereof) or, if such evidence is not so delivered, procure that such transfer is approved by an Extraordinary Resolution of the Noteholders; and
- (b) it will, and will procure that the Transferee Company will, execute a deed supplemental to the Trust Deed which has the effect of ensuring to the reasonable satisfaction of the Trustee that (i) the Transferee Company is bound by the terms of the Trust Deed in respect of the Subordinated Notes and these Terms and Conditions as fully as if all and any references therein to the Issuer were references to the Transferee Company and (ii) the rights of the holders of the Subordinated Notes and any relative Receipts and Coupons (A) are subordinated and postponed to the claims of the persons who are holders of investment shares which are qualifying shares (as defined in Section 100(3) of the Act) in the Issuer in respect of claims arising by virtue of Section 100(2)(a) of the Act and which are represented by those qualifying shares and to the claims of other unsecured but unsubordinated creditors of the Transferee Company but (B) will be such that they rank in priority to the holders of the issued share capital of the Transferee Company, and containing such other provisions as the Trustee (having regard in particular to the foregoing) may reasonably require; provided that no variation or supplement to the terms of the Trust Deed or of these Terms and Conditions shall be made in any such supplemental deed which would or might cause any of the own funds or capital resources of the Issuer which at that time are considered appropriate by the Financial Services Authority for inclusion in the calculation of the Issuer's capital adequacy for the purposes of paragraph 4(1) of Schedule 6 to the FSMA and to which such terms relate, to be excluded from the own funds or capital resources which at that time are considered appropriate by the Financial Services Authority for inclusion in the calculation of the Transferee Company's capital adequacy for the purposes of paragraph 4(1) of Schedule 6 to the FSMA.

15.3 Provisions relating to all Notes

- (a) The Issuer has covenanted with the Trustee in the Trust Deed that it will not enter into any arrangement for the transfer of its engagements to another building society pursuant to Section 94 of the Act unless it transfers all its engagements to such society or such transfer has been approved by the Trustee or by an Extraordinary Resolution of the Noteholders.
- (b) If the Issuer shall amalgamate with one or more other building societies pursuant to Section 93 of the Act or transfer all of its engagements to another building society pursuant to Section 94 of the Act or transfer the whole of its business to a successor in accordance with Section 97 of the Act, the successor will, pursuant to such provisions, automatically be substituted in place of the Issuer as principal debtor under the Trust Deed, the Notes and any Receipts or Coupons without any prior approval thereof being required from the Noteholders, the Receiptholders, the Couponholders or the Trustee (but without prejudice to the provisions of Conditions 15.1(b) and 15.2 above).
- (c) Any substitution pursuant to this Condition 15 shall be binding on the Noteholders, the Receiptholders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 19.

Prospective Noteholders are referred to the section headed “CONSEQUENCES OF THE BUILDING SOCIETIES ACT FOR NOTEHOLDERS” on page 75 for a description of the ranking of the claims of Noteholders following a transfer in accordance with Section 97 of the Act.

16. Further Issues

The Issuer is at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes ranking equally in all respects (or in all respects save for the date for and the amount of the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding Notes of a particular Series.

17. Replacement of Notes, Receipts, Coupons and Talons

If a Note (including any Global Note), Receipt, Coupon or Talon is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Agent in London, or any other place approved by the Trustee of which notice shall have been published in accordance with Condition 19, on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

18. Indemnification of, and transactions by, the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances including provisions relieving it from instituting proceedings to enforce repayment unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any Subsidiary of the Issuer without accounting for any profit resulting therefrom.

19. Notices

All notices regarding the Notes will be valid if published in the Financial Times or any other daily newspaper in London approved by the Trustee. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system on which the Notes have then been admitted to listing, trading, and/or quotation. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication in all the required newspapers. Other than in respect of Notes which have been admitted to listing on the Official List of the Financial Services Authority (in its capacity as competent authority for the purposes of Part VI of the FSMA) if publication as aforesaid is not

practicable, notices will be valid if given in such other manner and shall be deemed to have been given on such date as the Issuer and the Trustee may determine. Couponholders and Receiptholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition.

Until such time as any definitive Notes are issued, there may, so long as any Global Note is held in its entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication as aforesaid the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the Noteholders. Any such notice shall be deemed to have been given to the Noteholders on the fourth day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg, as appropriate.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any Noteholder to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

20. Governing Law

The Trust Deed, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them shall be governed by, and will be construed in accordance with, English law.

21. Contracts (Rights of Third Parties) Act 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

22. Redenomination and Exchange

22.1 Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Agent, the Trustee, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders in accordance with Condition 19, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated into euro.

The election will have effect (except to the extent otherwise provided in the applicable Final Terms) as follows:

- (a) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note and Receipt equal to the principal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, after consultation with the Agent and with the approval of the Trustee, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, each listing authority, stock exchange and/or quotation system (if any) on which the Notes have then been admitted to listing, trading and/or quotation, the Paying Agents and the Trustee of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with Condition 22.2 below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are

presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;

- (c) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Agent may approve) euro 0.01 and such other denominations as the Agent shall determine and notify to the Noteholders in accordance with Condition 19;
- (d) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque; and
- (e) the applicable Final Terms specifies any relevant changes to the provisions relating to interest.

22.2 Exchange

Where exchange is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice (the Exchange Notice) to the Agent, the Trustee, Euroclear and Clearstream, Luxembourg and not less than 30 days' prior notice to the Noteholders in accordance with Condition 19, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be exchangeable for Notes expressed to be denominated in euro in accordance with such arrangements as the Issuer may decide, after consultation with the Agent and with the approval of the Trustee, and as may be specified in the Exchange Notice, including arrangements under which Notes, Receipts and Coupons unmatured at the date so specified become void.

22.3 Definitions

In these Terms and Conditions, the following expressions have the following meanings:

Established Rate means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 109I(4) of the Treaty establishing the European Community, as amended (the **Treaty**);

euro means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

Redenomination Date means the date (being, in the case of interest bearing Notes, a date for payment of interest) specified as such by the Issuer in the notice given to the Noteholders pursuant to Condition 22.1 or, as the case may be, 22.2 above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union pursuant to the Treaty and which falls before the date on which the Specified Currency ceases to be a subdivision of the euro; and

TARGET2 system means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

USE OF PROCEEDS

The net proceeds from each issue of Notes (other than Guaranteed Notes) will be applied for general purposes of the Issuer including without limitation, making mortgage advances on private residential property located in the United Kingdom and making a profit. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

The net proceeds from each issue of Guaranteed Notes will be applied solely to refinance liabilities of the Issuer (or of a directly or indirectly wholly owned subsidiary of the Issuer incorporated in the United Kingdom).

CONSEQUENCES OF THE BUILDING SOCIETIES ACT FOR NOTEHOLDERS

The Act includes provisions under which a building society may transfer the whole of its business to a company. At present, the claims of depositors and other unsubordinated creditors of the Issuer would rank ahead of share accounts and the members' rights to any surplus in the event of a liquidation of the Issuer and the claims of subordinated creditors of the Issuer would rank behind share accounts but ahead of members' rights to any surplus in the event of a liquidation of the Issuer. If, however, the Issuer transfers its business to a specially formed company or an existing company (as defined in the Act), all the liabilities of the Issuer which immediately prior thereto were classified as share accounts will thereafter rank at least *pari passu* with all other unsecured and unsubordinated liabilities of the Issuer.

Following a transfer of business to a company by the Issuer the obligations under the Notes (other than Subordinated Notes) will rank (a) in priority to both the rights of the holders of the equity share capital in the company to any repayment of capital or surplus on a liquidation and any obligations of the company (whether or not created prior to such transfer) expressed to rank junior to such Notes, (b) equally with other unsecured and unsubordinated creditors (including interbank lenders and retail depositors) and (c) behind any statutorily preferential creditors.

Following a transfer of business to a company by the Issuer the obligations under the Subordinated Notes will rank (a) in priority to both the rights of the holders of the equity share capital in the company to any repayment of capital or surplus on a liquidation and any obligations of the company (whether or not created prior to such transfer) expressed to rank junior to the Subordinated Notes, (b) equally with other subordinated creditors and (c) behind any statutorily preferential creditors and other unsubordinated creditors (including interbank lenders and retail depositors).

DESCRIPTION OF THE SOCIETY

Overview

The Society is a building society, incorporated in England and Wales under the United Kingdom Building Societies Act 1986, as amended, and regulated by the United Kingdom Financial Services Authority, Register Number 355B. The principal office of the Society is Nationwide Building Society, Nationwide House, Pipers Way, Swindon, SN38 1NW (phone number +44 (0) 1793 513 513). It is the largest building society in the United Kingdom in terms of total assets and its core business is providing personal financial services, including:

- residential mortgage loans;
- retail savings;
- general retail banking services;
- personal investment products;
- insurance;
- personal secured and unsecured lending;
- secured commercial lending; and
- offshore deposit-taking.

In addition, the Society maintains an investment portfolio of debt securities for its own account.

As at 4 April 2010 the Society held an estimated 10.6 per cent. of the total United Kingdom residential mortgage balances. The Society is the third largest residential mortgage lender in the United Kingdom and the third largest United Kingdom savings provider. On 4 April 2010, it held an estimated 11.2 per cent. of total United Kingdom retail savings balances and had total assets of £191.3 billion.

As a mutual organisation, the Society is managed for the benefit of its “members” and its retail savings and residential mortgage customers, rather than for equity shareholders. The main focus of the Society is serving its members’ interests while retaining sufficient profit to increase and further develop its business and meet regulatory requirements. The Society returns value to its members by offering typically higher interest rates on savings and lower interest rates on loans than those offered by its main competitors. This returned value is commonly referred to as its member value. As a result of returning value to its members, the Society earns lower pretax profits than its main competitors, which are typically banks or other non-mutual organisations.

Profits on ordinary activities after tax for the year ended 4 April 2010 were £264 million. For the year ended 4 April 2010, 84.6 per cent. of its interest income* was attributable to the portfolio of secured loans (predominantly residential mortgage loans). By comparison, its only other major category of interest earning assets consists of investments managed primarily by its Treasury Division from which it earned approximately 15.4 per cent. of its interest income* for the year ended 4 April 2010.

The information contained in this section headed “*Description of the Society*” has been provided by the Society and other sources identified in this section. Any information provided by a third party has been accurately reproduced and as far as the Society is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

History and Development

Building societies have existed in the United Kingdom for over 200 years. From the outset, they were community-based, cooperative organisations created to help people purchase homes. The main characteristic of building societies is their mutual status, meaning that they are owned by their members, who are primarily

* before net (expense)/income on financial instruments hedging assets.

retail savings customers and residential mortgage customers. The Society's origins go back to the Northampton Freehold Land Society, which was founded in 1848. Over time, this entity merged with similar organisations to create Nationwide Building Society.

Over the past 25 years, many building societies have merged with other building societies or, in some cases, demutualised and transferred their businesses to existing or specially formed banks. As a result, the number of building societies in the United Kingdom has fallen, from 139 at the end of 1985 to 50 as at 31 August 2010. One consequence of this decrease is that the majority of the Society's competitors are banks. The Society believes that its mutual status allows it to compete successfully with banks, and it is the strategy of the Society to remain a building society. At its annual general meeting in 1998, its members voted against a proposal to demutualise and no subsequent motion to demutualise has since been proposed at a general meeting of the Society. However, it is possible that another motion to demutualise could be proposed and voted upon at a future general meeting. For a discussion of the risks associated with a demutualisation, see the section entitled *"Risk Factors—Risks Related to the Issuer's Business—Demutualisation, mutual society transfers and consequences of the Act may have an adverse impact on the holders of Notes."*

In 1997, when many of the competitors of the Society that were building societies demutualised, the Society experienced a sharp increase in the number of new United Kingdom member retail savings accounts. It believes that many of these accounts were opened because customers expected the Society to demutualise and wanted to receive any associated windfall distributions. To prevent the disruption caused by speculative account opening, the Society has generally required all new members opening accounts after November 1997 to assign to charity any windfall benefits they might otherwise have as a result of a future demutualisation.

The Society has been involved in a number of mergers and acquisitions in recent years. It merged with Portman Building Society in August 2007 and with Cheshire Building Society and Derbyshire Building Society in December 2008. In March and June 2009 it also acquired selected assets and liabilities of Dunfermline Building Society. In addition, it opened its first branch in the Republic of Ireland in March 2009. It believes these developments have added value to the Society, improved its distribution footprint and helped to grow the membership and are a testament to the strength of the Society and its ability to provide support to other building societies.

Strategy

The Society's strategy remains largely unchanged from previous years as the Society believes it to be a successful and sustainable strategy that provides it with the ability to adapt to changing market conditions.

In the short to medium-term, the Society intends to focus on a cash flow approach to balance sheet management and continue with its low risk approach. The Society intends to make a significant investment in its business to replace core systems and improve mortgage point of sale systems which it expects will help the Society become more efficient.

The Society is committed to remaining a building society because the Society believes that this is in the best long-term interests of its current and future members. The Society's core business is providing retail personal financial services. This includes residential mortgage lending, general retail banking services, personal investment products, insurance products and personal lending. The Society also engages in non-retail business activities, namely commercial lending and treasury operations to generate additional value for its members.

The Society's vision is to be the UK's leading mutual financial services provider. Its strategy has three core strands:

- (1) Financial Service Provider: Offer a broad range of financial services products;
- (2) Challenger Brand: Be a national player with the size, scale and distribution capability and brand to compete with banks, together with a reputation of leading customer service; and
- (3) Mutual Delivery Model: Provide long-term value to its membership through sustainable pricing and by adopting a low-risk appetite offering safety and security.

The Society's focus is on organic growth, but inorganic growth will be considered if it adds value to members.

Strategic Focus

In addition to these broader strategic goals, the Society has adopted strategic plans that focus on defined medium-term objectives. The current such plan (which covers the years 2010/2011 to 2014/2015) is focused on the following objectives:

- **Customers**

The Society intends to maintain a focus on customer satisfaction to ensure that its excellent customer service differentiates it from its banking competitors. It intends to also focus on delivering better long-term value to its customers. Its customer strategy seeks to deliver this long-term value via a cross-sales drive relationship strategy that rewards customers for the depth of their product holdings.

- **Market Positioning**

The Society will seek to maintain its top-three position in its core markets of savings and mortgages, whilst looking to significantly grow its share of other retail personal financial services markets, including current accounts.

- **Efficiency**

The Society's commercial drivers are the same as for public limited companies and it therefore needs to be equally as efficient. Inefficiencies will dilute the benefits arising from its mutual status and ultimately could undermine the mutual model. It will focus on improving its sales performance and further income diversification as well as driving efficiency savings through operational change and technology improvements. It will focus on driving down its cost-income ratio and delivering positive non-margin income growth at a rate greater than cost growth.

- **Income**

The Society will seek to improve the diversity and quality of earnings and intends to target significant growth in non-margin income. This will be driven by greater contributions from current accounts, personal loans, credit cards, protection & investments and general insurance products.

- **Capital and Liquidity**

The Society will seek to maintain a core tier 1 solvency ratio of at least 12 per cent. and intends to target optimal profits that would allow it to become self-sufficient in generating capital for ongoing organic expansion. The Society will seek to manage and maintain liquidity at an optimum level which will be determined as part of guidance received from the FSA about the quantity of its liquid asset buffer and funding profile.

Lending

The lending activities of the Society are primarily concentrated on residential mortgage lending in the United Kingdom but it also engages in a limited amount of commercial secured lending and secured and unsecured consumer lending.

United Kingdom Residential Mortgage Lending to Individuals

The vast majority of the lending portfolio of the Society consists of United Kingdom residential mortgage loans to individuals. Residential mortgage loans to individuals are secured on the residential property of the borrower on terms which allow for repossession and sale of the property if the borrower breaks the terms and conditions of the loan. The Society's policy is for all residential mortgage loans to individuals to be fully secured first priority loans on the mortgaged property, to ensure that the Society's claim to the property, in

the event of default, is senior to those of other potential creditors. As a result, its residential mortgage lending to individuals carries lower risk than many other types of lending.

As at 4 April 2010, the Society was the third largest mortgage lender in the United Kingdom (as measured by total lending outstanding). As at 4 April 2010, its total United Kingdom residential mortgage lending to individuals fully secured on residential property amounted to £127.3 billion (£129.9 billion as at 4 April 2009). During the year ended 4 April 2010, its gross new UK residential mortgage lending to individuals fully secured on residential property amounted to £10.3 billion, compared to £16.7 billion for the year ended 4 April 2009. Its residential mortgages are generally for terms of 25 years, although their typical life is between five and seven years after drawdown due to the high level of early redemptions, characteristic of the UK residential mortgage markets. The Society also makes residential mortgage loans for rental purposes as described in the subsection entitled “—Lending— Commercial Secured Lending”.

The Society has a national franchise within the United Kingdom, with a regional distribution of United Kingdom residential mortgage lending to individuals generally matching the regional GDP distribution in the United Kingdom. Below is a table showing the geographical distribution of the Society’s United Kingdom residential mortgage loans as at 4 April 2010:

Region	% of UK residential mortgage lending to individuals (Nationwide only)	% of UK residential mortgage lending to individuals (total market)⁽¹⁾
South-east England (excluding London)	29%	26%
Central England	19%	16%
Northern England	17%	18%
Greater London.....	13%	19%
South-west England	9%	9%
Scotland	7%	6%
Wales and Northern Ireland	6%	6%
Total	100%	100%

(1) Source: CACI Limited

The Society offers fixed rate and tracker rate mortgages. These products establish a set rate or set methodology for determining a variable rate for a set term, after which the rate reverts to one of its two general variable rates. Its fixed-rate products currently offer a term of one, two, three, four or five years, but it has from time to time offered longer fixed terms, including 10 and 25 years. The Society's tracker rate products bear interest during the set term (currently two or three years) at a variable rate that is a fixed percentage above the Bank of England base rate. After the end of the set fixed rate or tracker period, the interest rate reverts to either its base mortgage rate (if the mortgage was originated on or before 29 April 2009) or its standard mortgage rate (if the mortgage was originated on or after 30 April 2009). Both its base mortgage rate and its standard mortgage rate are variable rates set at its discretion, except that its base mortgage rate is guaranteed not to be more than 2 per cent. above the Bank of England base rate.

To reduce the costs associated with early repayment of mortgages and to recover a portion of the costs of mortgage incentives, the Society imposes early repayment charges on some products. The early repayment charges generally apply for repayment made prior to the expiration of the fixed or tracker rate for the particular product.

The following table sets forth the total residential mortgage loans of the Society to individuals by product type outstanding at 4 April 2010 as a percentage of its total residential mortgage loans to individuals.

	As at 4 April 2010
Mortgage type	
Base mortgage rate.....	38%
Fixed rate	45%
Tracker rate	17%
Total	100%

An analysis of the gross advances of the Society on United Kingdom residential mortgage loans to individuals by product type over the year ended 4 April 2010 and the two years ended 4 April 2009 and 4 April 2008 is shown in the following table:

	For the year ended 4 April		
	2010	2009	2008
Mortgage Type			
Base mortgage rate	6%	8%	9%
Fixed rate	63%	57%	71%
Tracker rate	31%	35%	20%
Total	100%	100%	100%

The Society has adopted what it considers a prudent approach to lending throughout the year ended 4 April 2010 and its focus on quality has resulted in a controlled reduction in the overall volume of lending in the year ended 4 April 2010. Asset quality of the Society's residential mortgage portfolio remains strong and it has continued to focus on affordability and loan to value ratios (LTV). As a result arrears remain very low and are below the United Kingdom industry average as shown in the following table, which shows the number of cases in arrears as a percentage of the mortgage book.

	Nationwide⁽¹⁾	UK industry average⁽²⁾
Arrears		
3-6 months	0.39%	0.90%
6-12 months	0.27%	0.75%
Over 12 months	0.16%	0.57%

Notes

(1) As at 4 April 2010.

(2) Source: Council of Mortgage Lenders' Market Briefing, March 2010.

The Society utilises an automated credit scoring system to assist in minimising credit risk on residential mortgage lending. The Society's credit procedures for residential mortgage lending take into account the applicant's credit history, loan-to-value criteria, income multiples and an affordability calculation, or shock test, that tests the applicant's ability to service the loan at higher interest rates.

The Society focuses its residential mortgage sales efforts on first-time buyers, subsequent purchasers moving home and the remortgage market. In current market conditions, the Society is particularly keen to support its existing members and it has introduced products to support first-time buyers. First-time buyers offer a significant potential for additional sources of income through the distribution of insurance and personal investment products. During the year ended 4 April 2010, 26 per cent. of the residential mortgage advances that the Society made were to first-time buyers and 74 per cent. to experienced buyers. This compares to the

year ended 4 April 2009 when 16 per cent. of residential mortgage advances were to first-time buyers and 84 per cent. to experienced buyers.

In addition to residential mortgage loans, the Society offers further secured advances on existing mortgaged property to customers consistent with its lending criteria for new residential mortgage loans.

Specialist UK Residential Mortgage Lending to Individuals

The Society offers specialist UK residential mortgage lending to individuals, which comprises lending to private landlords (buy-to-let), loans to prime borrowers who have self-certificated their income (self-certified) and other non-conforming lending.

As at 4 April 2010, the Society's outstanding specialist UK residential mortgage lending to individuals was £18.7 billion. Specialist residential mortgages are made up of £15.7 billion of advances made through its specialist lending brands, The Mortgage Works (UK) plc and UCB Home Loans Limited, and £3.0 billion arising from the acquisitions of the Cheshire, Derbyshire and Dunfermline building societies' portfolios. Its outstanding specialist lending loans were advanced primarily in the buy-to-let and self-certification markets. A breakdown of the Society's specialist UK residential mortgage lending outstanding balances at 4 April 2010 is shown in the table below. The table below sets forth the percentage of specialist UK residential mortgage lending to individuals at 4 April 2010.

	% of specialist UK residential mortgage lending to individuals at 4 April 2010
Buy-to-let	66%
Self-certified	24%
Other ⁽¹⁾	10%
Total	100%

Note:

- (1) Other includes £0.5 billion (3 per cent.) of sub-prime lending of which £0.4 billion was acquired as part of the mergers with Cheshire and Derbyshire and was subject to fair value assessment at acquisition.

The market slow down has prompted a planned reduction in new business volumes in its specialist UK residential lending to individuals. During the year ended 4 April 2010, the Society took the decision not to aggressively expand the specialist lending market share and sought to maintain a selective approach in its chosen markets. The Society believes as a result of this approach, despite the withdrawal of many key competitors, it has maintained a stable market share of the core buy-to-let market. The Society has benefited from improving margins in this market.

The Society's specialist UK residential mortgage lending arrears remain well below or in line with comparable industry levels. Buy-to-let lending cases more than three months in arrears as at 4 April 2010 were 1.41 per cent. which compares favourably with the Council of Mortgage Lenders (CML) industry average of 1.81 per cent. at September 2009. Self-certified lending cases more than three months in arrears were at 3.95 per cent. as at 4 April 2010 (the CML no longer compile an industry average for this sector).

Commercial Secured Lending

The Society engages in commercial secured lending, which at 4 April 2010 accounted for 14.6 per cent. of its total loan assets. To maintain a prudent balance between its asset classes, the Society currently has a 20 per cent. cap on commercial lending as a percentage of its total lending (book balances). The Society intends to maintain a low risk exposure to commercial secured lending and to maintain the existing level of credit quality throughout its commercial secured portfolio.

The commercial loan portfolio of the Society consists of loans made to United Kingdom registered social landlords secured on residential property, other loans secured on real property and loans that it extends to entities that raise capital for government sanctioned projects such as schools, hospitals and roads under the United Kingdom PFI legislation and assets acquired from Cheshire, Derbyshire and Dunfermline building societies. The amount of these types of loans as at 4 April 2010 was as follows:

	£ billions	% of total commercial loans
Commercial Secured Loans		
Loans to UK registered social landlords ⁽¹⁾	7.1	32%
Other commercial loans secured on real property ⁽¹⁾	12.5	56%
Loans extended under the PFI legislation	1.3	6%
Assets acquired from Cheshire, Derbyshire and Dunfermline building societies ..	1.3	6%
Total	22.2	100%

Note

(1) For reporting purposes, some of these advances are included within residential mortgage loans. See note 19 (Loans and advances to customers) to the audited consolidated financial statements incorporated by reference herein.

Commercial loans made to UK registered social landlords differ significantly from other loans secured on real property. UK registered social landlords provide affordable housing supported by government grants. This portfolio historically has carried a lower risk than the Society's other commercial lending activities, and there are currently no arrears of three months or more in the registered social landlord portfolio. To date the Society has not needed to raise any loss provisions against this portfolio. It is the largest lender to UK registered social landlords by amount of assets lent.

Other commercial loans secured on real property consist of loans:

- to individuals or corporations to support investment in commercial properties mainly for retail, office or industrial use; and
- to investors in residential housing.

Consumer Banking

The Society engages in personal banking, which accounted for 1.5 per cent. of its total loan assets as at 4 April 2010.

Unsecured Consumer Banking

Unsecured consumer banking consists of loans that the Society makes to individuals that are not secured on real or personal property. It offers three different forms of unsecured consumer lending:

- personal unsecured loans, which totalled £1,417 million as at 4 April 2010;
- credit card lending, which totalled £901 million as at 4 April 2010; and
- current accounts with overdraft facilities, which totalled £258 million actual amount outstanding as at 4 April 2010.

There is a greater risk of loss on unsecured consumer lending than there is on residential mortgage lending because the Society has no security if the borrower defaults on the loan. Accordingly, unsecured consumer lending products bear higher interest rates than the residential mortgage products of the Society. To manage this risk, it uses an automated credit scoring system that is designed to evaluate a borrower's ability to repay the loan. In addition, the Society imposes a maximum limit on the size of unsecured consumer loans and encourages customers to take out payment protection insurance.

For information regarding our credit card and overdraft facilities, see the sub-sections entitled “*Other Banking Services – Credit Cards*” and “*Other Banking Services – Current Accounts*”.

Secured Consumer Lending

The Society offers personal loans secured on residential property, which as at 4 April 2010 totalled £14 million.

Retail Funding

The great majority of the Society’s retail funding is in the form of United Kingdom retail member deposits. In addition, the Society accepts offshore deposits and deposits which do not convey member status. As at 4 April 2009 the Society had United Kingdom retail member deposits of £128.3 billion, which decreased to £120.9 billion as at 4 April 2010. United Kingdom retail member deposits represented 63.2 per cent. of the Society’s total liabilities and reserves at 4 April 2010.

The Society provides a wide range of retail savings products that may be repayable on demand or notice and which may pay a variable or fixed rate of interest. On most retail savings products, it determines variable interest rates at its discretion according to market conditions. Generally, the more restrictions on withdrawal of retail savings, the higher the rate of interest. Balances on all the Society’s notice deposit accounts are, by their terms, withdrawable on demand but, in some cases, subject to loss of interest. As at 4 April 2010, approximately 58 per cent. of the Society’s United Kingdom retail member deposits comprised variable rate savings products, while approximately 42 per cent. comprised fixed rate saving products.

The Society believes that the primary determinant for attracting retail savings is the interest rate offered to savers. As a mutual organisation, it typically sets higher interest rates on its retail funding products than those set by its main competitors. The Society gathers United Kingdom retail member deposits from a number of sources, chiefly from its branch network but also by mail and internet-based deposit accounts.

The United Kingdom retail savings market is highly competitive among building societies and banks, including those banks owned by insurance companies and retailers. This competition has increased the relative cost of retail funds, especially new retail funds.

Other Banking Services

Current Accounts

The current account of the Society, called FlexAccount, is the Society’s checking and day-to-day transactional product. As at 4 April 2010 there were approximately 4.4 million FlexAccounts with £7.1 billion of credit balances and £258 million of overdrawn balances. Holders of FlexAccounts may be eligible for ATM cards, cheque books, overdraft facilities, cheque guarantee cards and debit cards depending upon the account holder’s credit score and the performance of the account. The overdraft facility connected to the current account charges interest at one rate for authorised overdrafts and at a higher rate for unauthorised overdrafts.

Credit Cards

The Society began issuing Nationwide-branded Visa credit cards to its customers in 1997 and had approximately 1.3 million active credit card accounts as at 4 April 2010. The Society markets and processes credit card applications itself (using its credit scoring system), and an outside contractor is responsible for billing and customer service functions. Credit card holders receive differing credit limits, depending on their credit score. The Society does not charge customers an annual fee for using the credit card.

Despite recent economic events, the Society’s credit card asset quality remains strong. On a consistent basis with the industry, the Society’s percentage of credit card balances more than 30 days in arrears is 5.15 per cent. as at 4 April 2010 compared with the industry average of 6.64 per cent. Asset quality is monitored constantly both for new and existing exposures.

Offshore Savings

The Society offers offshore savings through its Isle of Man subsidiary, Nationwide International Limited, to give it access to another funding source. Nationwide International Limited offers demand and notice accounts in sterling, U.S. dollars and euros mainly to offshore investors. As at 4 April 2010, Nationwide International Limited had deposits of £4,117 million.

Other Banking Services

The Society also provides its customers with foreign currency exchange and equity dealing services. It acts as an agent in providing these services and assumes no foreign exchange or equity price risk as a result of this activity.

Personal Investment Products

Prior to the sale of the Society's subsidiaries, Nationwide Life Limited and Nationwide Unit Trust Managers to Legal & General on 31 January 2008, the Society provided its customers with a range of personal investment products, including:

- unit trusts;
- pension contracts;
- guaranteed equity bonds; and
- equity individual savings accounts.

Under the terms of the sale agreement, the Society sells Legal & General products via its team of 2,000 advisers and consultants. The Society believes this arrangement provides an excellent opportunity for its members to choose from a broader range of competitively priced products from one of the UK's top financial services companies and enjoy an enhanced service.

As at 4 April 2010 the range of unit trust investment products held by the Society's customers had a market value of approximately £3.7 billion.

Treasury Operations

The Treasury Division of the Society centrally manages its liquid asset portfolios as well as most of its financial risk exposures, and raises funds on the money and debt capital markets.

The Treasury Division manages risk exposures, including market risk, by making use of derivative instruments such as swaps, futures and options, which reduce the Society's exposure to changes in interest rates and currency rates.

The Society maintains two liquid asset portfolios, one for regulatory liquidity purposes and one for investment yield:

- its regulatory liquidity asset portfolio totalled £25.7 billion at 4 April 2010 (compared to £31.1 billion as at 4 April 2009). These investments cover a wide range of currencies, maturities and instruments to meet regulatory requirements and internal liquidity limits; and
- its portfolio of investment securities is made up of corporate bonds and asset-backed securities. The portfolio had a fair value of £3.7 billion at 4 April 2010 (compared to £3.4 billion as at 4 April 2009) with 87 per cent. of its assets rated A or better. In light of current market conditions the Society has not actively sought to expand the portfolio and manages its existing portfolio to minimise potential risk.

The Society has credit default swaps (CDS) in place to cover the credit risk on £88 million (4 April 2009: £153 million of principal) of assets within the available for sale portfolio as at 4 April 2010. All the CDS have been undertaken with an AA rated European financial institution.

The Society raises funds from the money and debt capital markets, accepting time deposits and issuing certificates of deposit, commercial paper and medium-term notes. Funding from wholesale markets decreased to £49.3 billion as at 4 April 2010 from £53.7 billion as at 4 April 2009, representing a wholesale funding ratio of 27.8 per cent. compared to 28.6 per cent. as at 4 April 2009.

The Society aims to achieve a diversified mix of wholesale funding by currency, investor category and maturity to prevent dependence on any particular funding sector. The Society has a variety of programmes in place so that it can meet its short-term and long-term funding needs, including:

- Euro certificate of deposit and commercial paper programme;
- U.S. commercial paper programme;
- Canadian commercial paper programme;
- French commercial paper programme;
- Euro medium-term note programme;
- U.S. medium-term note programme;
- Covered Bond programme; and
- Australian medium-term note and commercial paper programme.

The Society does not operate a trading portfolio. It is the Society's policy not to invest in emerging markets and it only has minimal exposure to non-investment grade debt.

Insurance

In conjunction with its core business of providing residential mortgage loans and retail savings, the Society develops and sells insurance products branded with its name that are underwritten by third-party insurers. The Society sold its subsidiary Nationwide Life Limited to Legal & General on 31 January 2008 and as a result it no longer underwrites its own life assurance products. As part of an agreement, the Society distributes insurance products of Legal & General. The Society has also entered into a new strategic distribution agreement for the supply of motor and travel insurance with Liverpool Victoria to provide its customers with a broader range of competitively priced products from the UK's top financial services companies.

Products Underwritten by Third Parties

The insurance products marketed by the Society include the following:

- buildings and contents insurance, which is sold to residential mortgage customers and non-mortgage customers;
- payment protection products, covering loan repayments in case of sickness, unemployment or disability;
- travel insurance;
- term income protection insurance, replacing up to 60 per cent. of gross income in case of unemployment;
- motor insurance; and
- personal accident insurance.

The Society typically uses leading insurers as third-party underwriters for these insurance products. It receives a commission and, in some cases, participates in the profits, but not the losses, from third-party underwritten insurance products that it markets. This provides the Society with an important source of non-

interest income, and in the years ended 4 April 2010 and 4 April 2009 it earned £124 million and £124 million, respectively, from commissions and profit sharing. It generally markets its insurance products to new and existing customers, and it is the Society's policy to offer insurance products at competitive prices and with more comprehensive coverage than those products generally offered by the main competitors of the Society.

Distribution Network

The Society's integrated and diversified distribution network allows its customers to choose how and when to undertake their transactions with the Society and has enabled it to expand the Society's business while controlling costs. The distribution network helps the Society to achieve volume growth principally in residential mortgage lending and supports its retail funding activities. Developments in the network have focused on cost efficiency and meeting the needs of customers who are increasingly prepared to transact business by the internet, telephone and mail.

The Society distributes its products primarily through:

- branches;
- ATMs;
- call centres;
- mail;
- internet (e-commerce);
- agencies; and
- intermediaries.

Branches

The branch network of the Society continues to be a major source of its mortgage lending and retail funding. As at 4 April 2010 it had 844 branches of Nationwide Building Society in the United Kingdom and the Isle of Man. The Society believes that its branch network is an integral part of its distribution network and expects to maintain its current size.

The Society's goal is to utilise its branch network efficiently. To allow customers to execute automated transactions, it has installed ATMs in nearly all of its branches supplemented in a number of branches with personal computers dedicated for customers' use to access its internet banking facilities. This has freed branch employees from simple, time consuming tasks, enabling them to focus on more complex transactions and concentrate on selling the Society's products and maintaining customer service. All of its branches market its residential mortgage, retail savings, personal lending, personal investment and insurance products. The Society is continuing the £300 million, six year investment programme announced in 2004 to develop a modern business and to ensure that its branch, telephone, internet and other access channels are maintained at the high standards expected by its members.

ATMs

The Society had 2,472 ATMs at 31 March 2010, including some placed in retail stores, railway stations, petrol stations and other remote locations. In addition, the customers of the Society also have access to over 63,000 ATMs in the United Kingdom through the LINK and Cirrus networks and to approximately 1,000,000 ATMs worldwide through the VISA network.

Call Centres

The telephone call centres of the Society are open 24 hours a day to service customers and receive calls from potential customers that are interested in its products. In addition, it uses telemarketing to supplement its mortgage, insurance and personal loan marketing.

Mail

The Society offers mail-based savings accounts and, at 4 April 2010, its main mail-based accounts, InvestDirect and 60 Day Direct, had balances of £4.9 billion. Mail-based savings accounts provide members with higher interest rates on their deposits in return for limiting them to transactions by mail, online banking and ATMs. The Society also uses direct mail to market some of its products.

Ecommerce

The Society launched an internet banking service in 1997. Its website allows customers to transact on their accounts and apply for a broad range of its products online.

Agents

Agents are third parties that the Society appoints to market its products and perform retail transactions. The Society had 173 appointed agents as at 4 April 2010. Agents are typically intermediary financial advisers or real estate agents and increase the Society's retail distribution network. The Society remunerates agents for the transactions and sales they perform.

Intermediaries

A substantial amount of the mortgage sales of the Society are introduced to it by third-party intermediaries. Distribution through third-party intermediaries accounted for approximately 58 per cent. of its new residential mortgage lending in the year ended 4 April 2010. Intermediaries range from large United Kingdom insurance companies to small independent mortgage advisers. The Society remunerates intermediaries for introducing mortgage business.

Employees

For the year ended 4 April 2010, the Society employed, on average, 18,530 full and part-time employees. Set out below are the average number of employees of the Society during the years ended 4 April 2010, 2009 and 2008, respectively:

	Average number of Employees for the year ended 4 April		
	2010	2009	2008
Full-time	13,247	13,409	12,784
Part-time	5,283	5,526	5,534
Total	18,530	18,935	18,318

Approximately 73 per cent. of the employees of the Society are currently members of the Nationwide Group Staff Union. The Society is party to a collective bargaining agreement with the Nationwide Group Staff Union and believes that its relationship with its employees is good. The Society has never experienced any work stoppages.

Principal Subsidiaries

The interests of the Society in its principal subsidiary undertakings, all of which are consolidated, as at 4 April 2010, are set out below:

100% held subsidiary undertakings	Nature of business
First Nationwide	Investment company
Moulton Finance Overseas BV	Investment company
Nationwide International Limited ⁽¹⁾	Offshore deposit taker
Nationwide Investments (No.1) Limited	Investment company
Nationwide Syndications Limited	Syndicated lending
Nationwide Trust Limited	Consumer finance
The Mortgage Works (UK) plc ⁽¹⁾	Centralised mortgage lender
Derbyshire Home Loans Limited ⁽¹⁾	Centralised mortgage lender
E-Mex Home Funding Limited ⁽¹⁾	Centralised mortgage lender
UCB Home Loans Corporation Limited ⁽¹⁾	Centralised mortgage lender

Notes

- (1) Regulated entities subject to regulations which require them to maintain capital at agreed levels and so govern the availability of funds for distribution as dividends.

All the above subsidiary undertakings are limited liability companies except First Nationwide which is an unlimited liability company with share capital.

All of the above companies are registered in England and Wales and operate in the United Kingdom except for Nationwide International Limited which is registered and operates in the Isle of Man and Moulton Finance Overseas BV which is registered and operates in the Netherlands.

The Society has interests in a number of entities which give rise to the risks and rewards that are in substance no different than if they were subsidiary undertakings. As a consequence, these entities are consolidated in its accounts.

The interests of the Society in these principal entities as at 4 April 2010 are set out below:

Other Group undertakings	Nature of business	Country of registration	Country of operation
Nationwide Covered Bonds LLP	Mortgage acquisition and guarantor of covered bonds	England and Wales	UK
Silverstone Master Issuer plc	Funding Vehicle	England and Wales	UK
Pride No.1 LLP	Funding Vehicle	England and Wales	UK

Properties

The net book value of the Society's property interests as at 4 April 2010 consisted of the following:

	Freehold	Leasehold over 50 years	Other leasehold	Total
		(£millions)		
Type of Property				
Branches and non-specialised buildings	253	10	16	279
Head office/administration centres	86	–	–	86
Residential property for rental	9	–	–	9
Total	<u>348</u>	<u>10</u>	<u>16</u>	<u>374</u>

Legal Proceedings

On 27 July 2007, following an agreement between the UK Office of Fair Trading (the **OFT**) and a number of UK financial institutions, the OFT issued High Court legal proceedings against those institutions, including Nationwide Building Society, to determine the legal status and enforceability of certain of the charges (the **Charges**) applied to their personal current account customers in relation to requests for unauthorised overdrafts.

The High Court's original judgment that the charges were assessable for fairness was appealed by the financial institutions to the Court of Appeal. The judgment of the Court of Appeal upheld the original decision of the High Court. A further appeal by the financial institutions to the Supreme Court (formerly the House of Lords) was heard and a judgment delivered on 25 November 2009. The Supreme Court ruled that unauthorised overdraft charges are not assessable for fairness on the basis of costs. This meant that the test case between the OFT and the financial institutions, including the Society, came to an end. The decision cannot be appealed any further. On 22 December 2009 the OFT, after detailed consideration of the judgment and the various options available to it, concluded against taking forward any investigation under the Unfair Terms in Consumer Contract Regulations 1999.

The Society continues to assert that its charges are fair and transparent, and that, given the legal circumstances outlined above, there is no longer a contingent liability relating to this matter.

Financial Services Compensation Scheme

Like other UK financial institutions, the Society pays levies based on its share of protected deposits to the Financial Services Compensation Scheme (the **FSCS**) to enable the FSCS to meet claims against it. In 2008 and 2009 a number of institutions were declared in default by the FSA. The FSCS has met the claims by way of loans received from HM Treasury. The terms of these loans are interest only for the first three years, and the FSCS recovers the interest cost, together with ongoing management expenses, by way of annual levies on member firms over this period.

The FSCS may have a further liability if there are insufficient funds available from the realisation of the assets of the financial institutions to fully repay the HM Treasury loans. To the extent that the loans have not been repaid in full by 2012, the FSCS will agree a schedule of repayments with HM Treasury. The FSCS will then levy the industry (including the Society) accordingly.

In the year ended 4 April 2009, the Group held a provision for £258 million, being the Group's estimated share of the levies which it would incur in respect of the period of the initial three year loan facility from HM Treasury. At that time, the Group did not provide for its estimated share of potential compensation costs because these could not be reliably estimated.

The amount provided by the Group as at 4 April 2010 of £93 million has been restricted to the latest estimates of its share of levies in respect of scheme years ending on and before 31 March 2011, for which the Society's liability to scheme levies is already confirmed. The change, together with a significant reduction

in the provision due principally to interest rates being lower than previously anticipated, resulted in a release of £117 million in funds previously held as a provision and aligns the Society's approach with emerging industry consensus.

As further information is provided by the FSCS the Group will continue to update its estimate of the amount of FSCS levies it will ultimately be required to pay.

The Board of Directors

The business is under the control of the Society's Board of Directors. Each director is elected by the members, retires by rotation and is eligible for re-election every three years. The executive directors are the Chief Executive, the Group Finance Director, the Group Product and Marketing Director, the Group Development and Operations Director and the Group Distribution Director. All other directors are non-executive directors. The business address of all of the directors is Nationwide House, Pipers Way, Swindon SN38 1NW, England.

Under the Society's rules, the Board of Directors must consist of not less than eight directors of whom not less than five must be present at a Board Meeting to form a quorum.

No potential conflicts of interest exist between any duties to the Society of the persons on the board of directors and their private interests and/or other duties.

The following table presents information with respect to current directors:

Name	Age	Position	Other Directorships
Geoffrey Howe	61	Chairman	Gateway Electronics Components Ltd Investec Ltd, South Africa Investec plc Jardine Lloyd Thompson Group plc, Chairman The Cavendish School Charitable Trust Ltd
Robert Walther	67	Joint Deputy Chairman	Derbyshire Building Society Staff Pension Scheme Trustee Co Ltd Fidelity European Values plc, Chairman
Graham Beale	51	Chief Executive	Visa Europe Ltd Visa Europe Services Incorporated, United States
Mark Rennison	50	Group Finance Director	First Nationwide Confederation Mortgage Services Ltd Exeter Trust Ltd LBS Mortgages Ltd Nationwide Anglia Property Services Ltd Nationwide Investments (No.1) Ltd Nationwide BES Fund Managers Ltd Nationwide Housing Trust Ltd Nationwide Lease Finance Ltd Nationwide Mortgage Corporation Ltd Nationwide Syndications Ltd NBS Fleet Services Ltd Staffordshire Financial Services Ltd Staffordshire Leasing Ltd The Mortgage Works (UK) Plc UCB Home Loans Corporation Limited

Name	Age	Position	Other Directorships
Chris Rhodes	47	Group Product and Marketing Director	Derbyshire Home Loans Ltd E-Mex Home Funding Ltd The Mortgage Works (UK) plc UCB Home Loans Corporation Ltd at.home nationwide Ltd Jubilee Mortgages Ltd
Suzanna Taverne	50	Non-executive Director	National Council for One Parent Families Vlessing & Taverne Ltd FCE Bank Plc The Design Museum Good Governance Network Consumer Credit Counselling Service
Matthew Wyles	52	Group Distribution Director	Confederation Mortgage Services Ltd Exeter Trust Ltd Jubilee Mortgages Ltd LBS Mortgages Ltd UCB Home Loans Corporation Ltd The Mortgage Works (UK) Plc Staffordshire Financial Services Ltd
Tony Prestedge	40	Group Development Director	Nationwide Anglia Property Services Ltd
Bill Tudor John	66	Joint Deputy Chairman	Grainger plc The Grainger Trust Employee Trustee Ltd Lehman Brothers European Mezzanine 2004 SICAV NFTS Foundation Wales in London Ltd
Michael Jary	47	Non-executive Director	Duchy Originals Ltd Duchy Originals Foods Ltd OC & C Peleus Advisers LLP OC & C Strategy Consultants Limited Partnership (Guernsey) OC & C Resources Ltd OC & C Strategy Consultants LLP OC & C Strategy Consultants International (Netherlands) The Prince's Social Enterprises Ltd
Roger Perkin	62	Non-executive Director	Electra Private Equity plc Electra Private Equity Investments Plc Evolution Group plc
Alan Peter Dickinson	60	Non-executive Director	Frogmore Property Company Ltd Kennington Oval Ltd Motability (registered charity)

UNITED KINGDOM TAXATION

The comments below, which are of a general nature, are a summary of the United Kingdom withholding tax treatment at the date hereof in relation to payments of principal and interest in respect of the Notes. They do not deal with any other United Kingdom taxation aspects of acquiring, holding or disposing of Notes. The comments relate only to the position of persons who are the absolute beneficial owners of their Notes and Coupons. Prospective holders of Notes should be aware that the particular terms of issue of any series of Notes as specified in the relevant Final Terms may affect the tax treatment of that and other series of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective holders of Notes who may be liable to tax in a jurisdiction other than the United Kingdom are strongly advised to consult their own professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom. The comments assume that no security will be created for the benefit of the Notes, that there will be no substitution of the Issuer, that the Issuer will not issue any Notes from or through any branch situated outside the United Kingdom and that the Issuer will remain a Building Society within the meaning of the Act. Noteholders who are in any doubt as to their tax position should consult their professional advisers.

1. (a) Ordinary Notes and Subordinated Notes which carry a right to interest will constitute “quoted Eurobonds” provided that they are and continue to be listed on a “recognised stock exchange” within the meaning of section 1005 of the Income Tax Act 2007 (the **ITA**). The London Stock Exchange is a recognised stock exchange. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the FSMA) and admitted to trading on the London Stock Exchange. Securities which are to be listed on a stock exchange other than the London Stock Exchange will satisfy this requirement if they are officially listed in the relevant country in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on a recognised stock exchange in that country. Whilst the Ordinary Notes and Subordinated Notes are and continue to be quoted Eurobonds, payments of interest on such Notes may be made without withholding or deduction for or on account of United Kingdom tax.
- (b) The Deposit Notes will be **qualifying certificates of deposit** within the meaning of Section 985 of the ITA provided that they relate to a deposit of money, they are and continue to be in bearer form and they satisfy the following conditions:
 - (i) they recognise an obligation to pay the holder a stated principal amount;
 - (ii) the amount payable by the Issuer thereunder, exclusive of interest, is not less than £50,000 (or, for a deposit denominated in foreign currency, not less than the equivalent of £50,000 at the time when the deposit was made); and
 - (iii) that amount is payable by the Issuer within five years beginning with the date on which the deposit was made.

The Deposit Notes will be “qualifying uncertificated eligible debt security units” if:

- (i) they are “uncertificated” eligible debt security units (within the meaning of regulation 3(1) of the Uncertificated Securities Regulations 2001); and
- (ii) the issue of the units corresponds to the issue of a certificate of deposit in bearer form satisfying the conditions in (i) to (iii) above in relation to qualifying certificates of deposit.

As long as they constitute “qualifying certificates of deposit” or “qualifying uncertificated eligible debt security units” within the meaning of Sections 985 or 986 respectively interest on the Deposit Notes may be paid without withholding or deduction on account of United Kingdom income tax.

- (c) In other cases interest will generally fall to be paid on Notes under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

2. Other Rules Relating to United Kingdom Withholding Tax

- 2.1 Notes may be issued at an issue price of less than 100 per cent. of their principal amount. Under HMRC published practice any discount element on any such Notes will not generally be subject to any United Kingdom withholding tax but may be subject to reporting requirements as outlined in paragraph 4 below.
- 2.2 Where Notes are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest (notwithstanding Condition 7.4). Payments of interest are subject to United Kingdom withholding tax and reporting requirements as outlined above and below.
- 2.3 The reference to “interest” in 1 and 2 above means **interest** as understood in United Kingdom tax law. The statements in 1 and 2 above do not take any account of any different definitions of **interest** or **principal** which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation (e.g. see Condition 7.4 of the Notes).

3. Withholding tax on Guarantee payments

Noteholders should be aware that the withholding tax treatment of payments under the Guarantee is not free from uncertainty and any Noteholder who is in any doubt as to the tax treatment of payments under the Guarantee is advised to obtain professional advice.

Subject to the availability of any relief, payments under the Guarantee may be subject to United Kingdom withholding tax at a maximum rate of 20 per cent. Investors should note that in the event that any payment made by HM Treasury in respect of the Guarantee is made subject to deduction or withholding for or on account of any taxes, duties, assessments or governmental charges of any nature neither the Guarantor, the Issuer, any Paying Agent nor any other person may be required to pay any additional amounts in respect of such deduction or withholding.

4. Provision of Information

Noteholders should note that where any interest on Notes (other than Deposit Notes, so long as they constitute “certificates of deposit” within the meaning of section 1019 of the ITA) is paid or credited to them (or to any person acting on their behalf) by the Issuer or any person in the United Kingdom acting on behalf of the Issuer (a **paying agent**), or is received by any person in the United Kingdom acting on behalf of the relevant Noteholder (other than solely by clearing or arranging the clearing of a cheque) (a **collecting agent**), then the Issuer, the paying agent or the collecting agent (as the case may be) may, in certain cases, be required to supply to HMRC details of the payment and certain details relating to the Noteholder (including the Noteholder’s name and address). These provisions will apply whether or not the interest has been paid subject to withholding or deduction for or on account of United Kingdom income tax and whether or not the Noteholder is resident in the United Kingdom for United Kingdom taxation purposes. Where the Noteholder is not so resident, the details provided to HMRC may, in certain cases, be passed by HMRC to the tax authorities of the jurisdiction in which the Noteholder is resident for taxation purposes.

The provisions referred to above may also apply, in certain circumstances, to payments made on redemption of any Notes which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005. HMRC published practice indicates that HMRC will not exercise its power to require this information where such amounts are paid on or before 5 April 2011.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Austria and Luxembourg are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries).

A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated Programme Agreement dated 11 November 2008 (as amended from time to time, the **Programme Agreement**) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement for any particular purchase by a Dealer will extend to those matters stated under “*Terms and Conditions of the Notes*” and “*Form of the Notes*” above. The Issuer may pay the Dealers commissions from time to time in connection with the sale of any Notes. In the Programme Agreement the Issuer has agreed to reimburse and indemnify the Dealers for certain of their expenses and liabilities in connection with the Programme and the issue of the Notes. The Dealers are entitled to be released and discharged from their obligations in relation to any agreement to issue and purchase Notes under the Programme Agreement in certain circumstances prior to payment to the Issuer.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in certain transactions exempt from the registration requirements of the Securities Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes (a) as part of their distribution at any time and (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part within the United States or to, or for the account or benefit of, US persons and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons. Terms used in the preceding paragraph and this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of all the Notes of the Tranche of which such Notes are a part, an offer or sale of Notes within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

The Notes are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by US tax regulations. Terms used in this paragraph have the meanings given to them by the US Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each issue of Indexed Notes or Dual Currency Notes shall be subject to such additional US selling restrictions as the Issuer and the relevant Dealer or Dealers shall agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms for such issue. Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will offer, sell or deliver such Notes only in compliance with such additional US selling restrictions.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt**

Offer), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;

- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000; and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- (d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (e) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not or would not, if it was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the **FIEL**). Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer(s) will comply with any other additional restrictions as the Issuer and the relevant Dealer(s) shall agree as a term of issue and purchase as indicated in the relevant Final Terms.

GENERAL INFORMATION

Listing

The listing of Ordinary Notes and Subordinated Notes on the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Ordinary Notes and Subordinated Notes which is to be admitted to listing on the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc's Regulated Market will be admitted separately as and when issued, subject only to the issue of a global Note initially representing the Notes of such Tranche. Application has been made to the UK Listing Authority for Ordinary Notes and Subordinated Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's Regulated Market. The admission to listing of the Programme in respect of Ordinary Notes and Subordinated Notes is expected to be granted on or about 4 October 2010.

Clearing

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate common code and ISIN allocated by Euroclear and Clearstream, Luxembourg in respect of each Tranche of Notes will be contained in the relevant Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the relevant Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Material Change

There has been no significant change in the financial or trading position of the Issuer or the Group since 4 April 2010 and no material adverse change in the financial or trading position or prospects of the Issuer or the Group since 4 April 2010, being the date to which the latest published accounts were made up.

Auditors

The accounts of the Group for the two years ended 4 April 2010 have been audited by PricewaterhouseCoopers LLP, Chartered Accountants and Registered Auditors, without qualification and in accordance with International Financial Reporting Standards (IFRS) and auditing standards issued by the Auditing Practices Board. The auditors of the Group have no material interest in the Group.

The audit report on the Issuer in respect of the year ended 4 April 2010 states that the "report, including the opinion, has been prepared for and only for the Society's Members as a body in accordance with Section 78 of the Building Societies Act 1986 and for no other purpose" and that PricewaterhouseCoopers LLP "do not, in giving the opinion, accept or assume responsibility for any other purpose or to any other person to whom the report is shown or into whose hands it may come save where expressly agreed by" PricewaterhouseCoopers LLP's "prior consent in writing".

The above was included in line with the recent guidance issued by the Institute of Chartered Accountants in England and Wales for inclusion in all audit reports produced by audit firms on the financial statements of UK bodies corporate.

Authorisation

Issues of Notes under the Programme have been authorised by a resolution of the Board of Directors of the Issuer passed on 16 March 2005 and a minute of delegation of the Group Finance Director of the Issuer dated 28 October 2008.

Litigation

No member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Group.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

Documents available for inspection

For a period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection at the Principal Office of the Issuer, at the Nationwide House, Pipers Way, Swindon SN38 1NW and from the specified office in London of the Agent:

- (a) the Memorandum and the Rules of the Issuer and the Act;
- (b) the audited consolidated annual accounts of the Issuer and its subsidiaries for each of the years ended 4 April 2009 and 4 April 2010 in each case together with the audit report prepared in connection therewith;
- (c) the most recently published audited consolidated annual accounts of the Issuer and its subsidiaries and, if later, the most recently published interim accounts of the Issuer and its subsidiaries, in each case together with any audit or review reports prepared in connection therewith;
- (d) the Programme Agreement, the Trust Deed (which contains the forms of the temporary and permanent global Notes, the definitive Notes, the Receipts, the Talons and the Coupons) and the Agency Agreement and all amendments thereto and restatements thereof;
- (e) this Base Prospectus and Programme Registration Document;
- (f) any future offering circulars, prospectuses, supplementary listing particulars, information memoranda and supplements (including Final Terms save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published by the Prospectus Directive will be available for inspection only by the relevant Dealer or Dealers specified in such Final Terms or, upon proof satisfactory to the Issuer or the Agent as to identity, the holder of any Note to which such Final Terms relates) to this Base Prospectus and the documents incorporated herein and therein by reference; and
- (g) the subscription agreement, if any, relating to each issue of Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

PRINCIPAL OFFICE OF THE ISSUER

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