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MIFID II product governance / target market – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the notes has led to the conclusion that: (i) the target market for the notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the notes (a **distributor**) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

IMPORTANT – EEA RETAIL INVESTORS – The notes are not intended to, and should not, be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, **IMD**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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**SUPPLEMENT DATED 23 DECEMBER 2019 TO
THE BASE PROSPECTUS DATED 9 APRIL 2019
(as supplemented by the supplement to the base prospectus dated 18 April 2019)**

SILVERSTONE MASTER ISSUER PLC
(incorporated in England and Wales with limited liability with registered number 06612744)

Legal entity identifier (LEI): 549300P6OXWKM20QS303

£35,000,000,000

Residential Mortgage Backed Note Programme

(ultimately backed by the mortgages trust)

This supplement (the **supplement**) (including any documents incorporated by reference) is supplemental to the base prospectus dated 9 April 2019 (as supplemented by the supplement to the base prospectus dated 18 April 2019) (the **base prospectus**), which comprises a base prospectus for the purpose of Article 5.4 of Directive 2003/71/EC (the **Prospectus Directive**), constitutes a supplementary prospectus for the purposes of Section 87G of the Financial Services and Markets Act 2000 (the **FSMA**), as Section 87G stood immediately prior to 21 July 2019, and is prepared in connection with the above mentioned residential mortgage backed note programme (the **Programme**) established by Silverstone Master Issuer PLC (the **issuer**). Terms defined in the base prospectus have the same meaning when used in this Supplement.

This supplement is supplemental to, and should be read in conjunction with, the base prospectus and any other supplements to the base prospectus issued by the issuer. The issuer accepts responsibility for the information contained in this supplement. To the best of the knowledge of the issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. To the extent that there is any inconsistency between (a) any statement in this supplement or any statement incorporated by reference into the base prospectus by this supplement and (b) any other statement in or incorporated by reference in the base prospectus, the statements in (a) above will prevail. Save as disclosed in this supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the base prospectus since the publication of the base prospectus.

Any notes issued pursuant to the Programme have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the state securities laws of any state of the United States and may not be offered, sold or delivered in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except to persons that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act who are also qualified purchasers within the meaning of the United States Investment Company Act of 1940, as amended, and the rules and regulations thereunder, or in transactions that occur outside the United States to persons other than U.S. persons in accordance with Regulation S or in other transactions exempt from registration under the Securities Act and, in each case, in compliance with applicable securities laws.

Purpose of this Supplement

The purpose of this Supplement is to set out changes resulting from updates to applicable rating agency criteria in respect of the Mortgages trustee account bank, the Funding 1 account bank, the Issuer account bank, the Funding 1 swap provider, and the Issuer swap provider.

The date of this supplement is 23 December 2019

AMENDMENTS

The sections titled “*The Mortgages trustee account bank*”, “*Funding 1 account bank*”, “*Issuer account bank*”, “*Funding 1 swap provider*”, and “*Issuer swap provider*” under “*Triggers Tables—Rating Triggers Table*” shall be replaced in full with the following to reflect certain updates to applicable rating agency criteria:

Required Ratings/Triggers	Possible effects of Trigger being breached include the following
Mortgages trustee account bank	
<p>(a) If the “Issuer Default Ratings” fall below F1 short-term and the “Deposit Ratings” or (when a Deposit Rating is not assigned or not applicable) the “Issuer Default Ratings” fall below A long-term by Fitch; or</p> <p>(b) both the senior unsecured debt ratings and deposit ratings fall below P-1 short-term or A2 long-term, as applicable, by Moody’s; or</p> <p>(c) the issuer credit ratings fall below A-1 short-term and A long-term (or if not rated at least A-1 short-term, at least A+ long-term) by S&P (the mortgages trustee account bank S&P rating event),</p>	<p>Unless the mortgages trustee account bank opens a standby account with a suitable standby facility mortgages trustee bank, the cash manager, Funding 1 or the mortgages trustee shall (with the prior written consent of the Funding 1 security trustee) or the Funding 1 security trustee may terminate the mortgages trustee bank account agreement and close any mortgages trustee bank accounts by giving not less than 60 calendar days’ (in respect of such downgrade by Moody’s or Fitch) or 90 calendar days’ (in respect of such downgrade by S&P) prior written notice in writing to the relevant mortgages trustee account bank (subject to a suitable replacement with sufficient ratings having been appointed as described below) and additionally, specifically where a mortgages trustee account bank S&P rating event has occurred, the balances shall be transferred to such a replacement bank in accordance with the S&P remedy period. Notwithstanding the foregoing, in the event that the mortgages trustee account bank fails to have the mortgages trustee account bank required ratings, it may continue to operate, and receive deposits into, the mortgages trustee GIC account provided that (i) it opens a standby account with a suitable bank, (ii) it provides collateral (either by posting eligible collateral or procuring the issuer to make a term NR GIC collateral advance) against such deposits pursuant to the transaction documents and (iii) its “Deposit Rating” or (when a Deposit Rating is not assigned or not applicable) “Issuer Default Ratings” does not fall below BBB- by Fitch. For further detail, please see “The bank account agreements—the Mortgages trustee bank account agreement”).</p>
<p>unless, in either case, Fitch, Moody’s and S&P confirm that the then current ratings of the notes then outstanding would not be downgraded, withdrawn or qualified (the transfer or guarantee waiver).</p>	
Funding 1 account bank	
<p>(a) If the “Issuer Default Ratings” fall below F1 short-term and the “Deposit Ratings” or (when a</p>	<p>Unless the Funding 1 account bank obtains a guarantee over its obligations under the Funding 1 bank account agreement from a suitable guarantor, the cash manager</p>

Deposit Rating is not assigned or not applicable) the “Issuer Default Ratings” fall below A long-term by Fitch; or

- (b) both the senior unsecured debt ratings and the deposit ratings fall below P-1 short-term or A2 long-term, as applicable, by Moody’s; or
- (c) the issuer credit ratings fall below A-1 short-term and A long-term (or if not rated at least A-1 short-term, at least A+ long-term) by S&P (the **Funding 1 account bank S&P rating event**),

unless, in either case, Fitch, Moody’s and S&P confirm that the then current ratings of the notes then outstanding would not be downgraded, withdrawn or qualified.

or Funding 1 shall (with the prior written consent of the Funding 1 security trustee) or the Funding 1 security trustee may terminate the Funding 1 bank account agreement and close any Funding 1 bank accounts by giving not less than 60 calendar days’ (in respect of such downgrade by Moody’s or Fitch) or 90 calendar days’ (in respect of such downgrade by S&P) prior written notice in writing to the relevant Funding 1 account bank (with a copy to, as applicable, certain other parties) (subject to a suitable replacement with sufficient ratings having been appointed as described above) and additionally, specifically where a Funding 1 account bank S&P rating event has occurred, the balances shall be transferred to such a replacement bank in accordance with the Funding 1 account bank S&P remedy period. Notwithstanding the foregoing, in the event that the Funding 1 account bank fails to have the Funding 1 account bank required ratings, it may continue to operate, and receive deposits of Funding 1 deposit non-reserved amounts into, the Funding 1 collateralised GIC account provided that (i) the Funding 1 account bank provides collateral (either by posting eligible collateral or procuring the issuer to make a term NR GIC collateral advance) against such deposits pursuant to the transaction documents and (ii) the “Deposit Rating” or (when a Deposit Rating is not assigned or not applicable) “Issuer Default Ratings” of the Funding 1 account bank does not fall below BBB- by Fitch. For further detail, please see “**The bank account agreements—the Funding 1 bank account agreement**”).

Issuer account bank

- (a) If the “Issuer Default Ratings” fall below F1 short-term and the “Deposit Ratings” or (when a Deposit Rating is not assigned or not applicable) the “Issuer Default Ratings” fall below A long-term by Fitch; or
- (b) both the senior unsecured debt ratings and the deposit ratings fall below P-1 short-term or A2 long-term, as applicable, by Moody’s; or
- (c) the issuer credit ratings fall below A-1 short-term and A long-term (or if not rated at least A-1 short-term, at least A+ long-term) by S&P (the **issuer account bank S&P rating event**),

unless, in either case, Fitch, Moody’s and S&P confirm that the then current ratings of the notes then outstanding would not be downgraded, withdrawn or qualified.

Unless the issuer account bank obtains a guarantee over its obligations under the issuer bank account agreement from a suitable guarantor, the issuer cash manager or the issuer shall (with the prior written consent of the issuer security trustee) or the issuer security trustee may terminate the mortgages trustee bank account agreement and close any mortgages trustee bank accounts by giving not less than 60 calendar days’ (in respect of such downgrade by Moody’s or Fitch) or 90 calendar days’ (in respect of such downgrade by S&P) prior written notice in writing to the relevant issuer account bank (with a copy to, as applicable, certain other parties) (subject to a suitable replacement with sufficient ratings having been appointed as described above) and additionally, specifically where an issuer account bank S&P rating event has occurred, the balances shall be transferred to such a replacement bank in accordance with the S&P remedy period.

Funding 1 swap provider

Loss of the S&P required ratings, the Fitch

The relevant remedial actions and relevant timing for

required ratings or the Moody's required ratings, as set out below.

For so long as the notes are rated by S&P, the **S&P required ratings** set out below apply. The relevant S&P required ratings depend on which S&P framework is elected by the Funding 1 swap provider from time to time (the **S&P framework**) and the rating of the notes with the highest rating from S&P (the **S&P relevant notes**). There are four S&P frameworks: Strong, Adequate, Moderate and Weak.

For so long as the notes are rated by Fitch, the **Fitch required ratings** set out below apply. The relevant Fitch required ratings depend on the rating of the notes with the highest rating from Fitch (the **Fitch relevant notes**).

For so long as the notes are rated by Moody's, the **Moody's required ratings** set out below apply.

such actions set out below are dependent on the trigger that has been breached.

Following the loss of any S&P required rating, during the relevant period, the Funding 1 swap provider may, in addition to each of the remedies set out below, elect to change the S&P framework in order to cure the breach of the ratings trigger (i.e. where the Funding 1 swap provider has the required ratings under another S&P framework but does not have the required ratings under the S&P framework currently in effect).

S&P required ratings: The S&P required ratings are set out in the table below.

Rating of the S&P relevant notes	S&P Strong		S&P Adequate		S&P Moderate		S&P Weak	
	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event	Initial S&P Rating Event	Subsequent S&P Rating Event
AAA	A-	BBB+	A-	A-	A	A	NA	A+
AA+	A-	BBB+	A-	A-	A-	A-	NA	A+
AA	A-	BBB	BBB+	BBB+	A-	A-	NA	A
AA-	A-	BBB	BBB+	BBB+	BBB+	BBB+	NA	A-
A+	A-	BBB-	BBB	BBB	BBB+	BBB+	NA	A-
A	A-	BBB-	BBB	BBB	BBB	BBB	NA	BBB+
A-	A-	BBB-	BBB	BBB-	BBB	BBB	NA	BBB+
BBB+	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB
BBB-	A-	BBB-	BBB	BBB-	BBB	BBB-	NA	BBB-
BB+ and below	A-	At least as high as 3 notches below the Relevant Notes rating	BBB	At least as high as 2 notches below the Relevant Notes rating	BBB	At least as high as 1 notch below the Relevant Notes rating	NA	At least as high as the Relevant Notes rating

The Funding 1 swap provider or any relevant guarantor will have the relevant S&P required rating if its issuer credit rating or its resolution counterparty rating assigned by S&P is at least as high as the applicable S&P required rating corresponding to the then current rating of the relevant notes and the applicable S&P framework as specified in the above table.

The Funding 1 swap provider and any applicable guarantor fails to have any S&P initial required rating where S&P framework Strong, Adequate or Moderate applies.

The Funding 1 swap provider must provide collateral within 10 business days (to the extent required depending on the value of the Funding 1 swap in respect of fixed rate loans (the **Funding 1 fixed rate swap**) to each of the parties at such time) unless it (i) transfers its

obligations in respect of the Funding 1 fixed rate swap to an entity that is eligible to be a swap provider under the S&P ratings criteria, (ii) obtains a guarantee in respect of the Funding 1 fixed rate swap from an entity with the S&P initial required ratings, or (iii) takes such other action as is required to maintain, or restore, the rating of the S&P relevant notes.

Funding 1 may terminate the Funding 1 fixed rate swap if the Funding 1 swap provider fails to provide collateral in respect of the Funding 1 fixed rate swap in the relevant time period (to the extent the Funding 1 swap provider is required to do so).

The Funding 1 swap provider and any applicable guarantor fails to have any S&P subsequent required rating where S&P framework Strong, Adequate or Moderate applies.

The Funding 1 swap provider must use its commercially reasonable efforts to, within 90 calendar days, either (i) transfer its obligations in respect of the Funding 1 fixed rate swap to an entity that is eligible to be a swap provider under the S&P ratings criteria, (ii) obtain a guarantee in respect of the Funding 1 fixed rate swap from an entity with at least the S&P subsequent required ratings, or (iii) take such other action as is required to maintain, or restore, the rating of the S&P relevant notes.

Whilst this process is on-going the Funding 1 swap provider must also provide collateral within 10 business days (to the extent required depending on the value of the Funding 1 fixed rate swap to each of the parties at such time).

Funding 1 may terminate the Funding 1 fixed rate swap if the Funding 1 swap provider fails to provide collateral in respect of the Funding 1 fixed rate swap in the relevant time period (to the extent the Funding 1 swap provider is required to do so). Funding 1 may also terminate the Funding 1 fixed rate swap if the Funding 1 swap provider either fails to use its commercially reasonable efforts to take the relevant actions or the relevant time period has expired.

The Funding 1 swap provider and any applicable guarantor fails to have any S&P required rating where S&P framework Weak applies.

The Funding 1 swap provider must use its commercially reasonable efforts to, within 90 calendar days, either (i) transfer its obligations in respect of the Funding 1 fixed rate swap to an entity that is eligible to be a swap provider under the S&P ratings criteria, (ii) obtain a guarantee in respect of the Funding 1 fixed rate swap from an entity with at least the S&P required ratings, or (iii) take such other action as is required to maintain, or restore, the rating of the S&P relevant notes.

There is no requirement to provide collateral whilst the process is on-going.

Funding 1 may terminate the Funding 1 fixed rate swap if the Funding 1 swap provider either fails to use its commercially reasonable efforts to take the relevant actions or the relevant time period has expired.

Moody's required ratings

The Funding 1 swap provider, or any additional guarantor, must satisfy the following requirements to have the

The Funding 1 swap provider must provide collateral within 30 business days (to the extent required depending on the value of the Funding 1 fixed rate swap

Moody's required ratings: the long-term, unsecured and unsubordinated debt obligations must be rated at least A3 by Moody's or the long-term counterparty risk assessment must be A3(cr) or above by Moody's.

to each of the parties at such time).

The Funding 1 swap provider must use its commercially reasonable efforts to, as soon as reasonably practicable, either transfer its obligations in respect of the Funding 1 fixed rate swap to an entity that is eligible to be a swap provider under the Moody's criteria or obtain a guarantee of its obligations in respect of the Funding 1 fixed rate swap from an entity with at least the relevant Moody's required ratings.

Funding 1 may terminate the Funding 1 fixed rate swap if the Funding 1 swap provider either (a) fails to use its commercially reasonable efforts to take the relevant actions described above or (b) at least 30 business days have elapsed since the Funding 1 swap provider last had the relevant Moody's required ratings and, *inter alia*, an offer has been made by a third party that is able to assume the obligations in respect of the Funding 1 fixed rate swap of the Funding 1 swap provider.

Fitch required ratings: The Fitch required ratings are set out in the table below.

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

* If a replacement swap counterparty is not incorporated in the same jurisdiction as the Funding 1 swap provider or the issuer swap provider, and, following a request from Fitch, has not provided to Fitch a legal opinion, in a form acceptable to Fitch, confirming the enforceability of the subordination provisions against it in its jurisdiction, reference in the Fitch subsequent required ratings sections of the Funding 1 swap provider and The issuer swap provider sections of this Supplement to "Supported Minimum Counterparty Rating" shall be deemed to be references to "Supported Minimum Counterparty Rating (adjusted)".

Fitch initial required ratings

The Funding 1 swap provider and any applicable guarantor fails to have a long-term issuer default rating (or, if assigned, a derivative counterparty rating) and if applicable, a short-term issuer default rating at least as high as the required Fitch Unsupported Minimum Counterparty Rating corresponding to the then current rating of the Relevant Notes.

The Funding 1 swap provider must, on a reasonable efforts basis, provide collateral within 14 calendar days (to the extent required depending on the value of the Funding 1 Fixed Rate Swap to each of the parties at such time) unless, within 30 calendar days, it either (i) transfers its obligations in respect of the Funding 1 Fixed Rate Swap to an entity that is eligible to be a swap provider under the Fitch ratings criteria, (ii) obtains a guarantee or co-obligor in respect of the Funding 1 Fixed Rate Swap from an entity with the Fitch Unsupported Minimum Counterparty Rating, or (iii) takes such other action as will maintain, or restore, the rating of the Fitch relevant notes by Fitch.

Funding 1 may terminate the Funding 1 Fixed Rate Swap if the Funding 1 swap provider fails to provide

collateral in respect of the Funding 1 Fixed Rate Swap in the relevant time period (to the extent the Funding 1 swap provider is required to do so) and the Funding 1 swap provider either fails to use reasonable efforts to take the relevant actions in (i) to (iii) above or the relevant time period has expired.

Fitch subsequent required ratings

The Funding 1 swap provider and any applicable guarantor fails to have a long-term issuer default rating (or, if assigned, a derivative counterparty rating) and if applicable, a short-term issuer default rating at least as high as the required relevant Fitch Supported Minimum Counterparty Rating corresponding to the then current rating of the Relevant Notes.

The Funding 1 swap provider must, within 30 calendar days, on a reasonable efforts basis, either (i) transfer its obligations in respect of the Funding 1 Fixed Rate Swap to an entity that is eligible to be a swap provider under the Fitch ratings criteria, (ii) obtain a guarantee or co-obligor in respect of the Funding 1 Fixed Rate Swap from an entity with the Fitch Unsupported Minimum Counterparty Rating, or (iii) take such other action as will maintain, or restore, the rating of the Fitch relevant notes by Fitch.

Whilst this process is on-going the Funding 1 swap provider must also provide collateral within 10 calendar days (to the extent required depending on the value of the Funding 1 Fixed Rate Swap to each of the parties at such time).

Funding 1 may terminate the Funding 1 Fixed Rate Swap if the Funding 1 swap provider fails to provide collateral in respect of the Funding 1 Fixed Rate Swap in the relevant time period (to the extent the Funding 1 swap provider is required to do so). Funding 1 may also terminate the Funding 1 Fixed Rate Swap if the Funding 1 swap provider either fails to use reasonable efforts to take the relevant actions in (i) to (iii) above or the relevant time period has expired.

The issuer swap provider

Loss of the S&P required ratings, the Fitch required ratings or the Moody's required ratings, as set out below.

The relevant remedial actions are set out below depending on the trigger that has been breached. The timing for the relevant actions depends on the relevant trigger that has been breached.

For so long as the notes corresponding to the relevant issuer swap are rated by S&P, the **S&P required ratings** and the corresponding possible effects of the relevant trigger being breached which are set out under "Funding 1 swap provider" apply with respect to the issuer swaps as though:

- (i) each reference therein to "S&P relevant notes" were a reference to the notes corresponding to the relevant issuer swap;
- (ii) each reference therein to "the Funding 1 swap provider" were a reference to "the issuer swap provider";
- (iii) each reference therein to "the Funding 1 fixed rate swap" were a reference to "the

issuer swap”; and

- (iv) each reference therein to “Funding 1” were a reference to “the issuer”.

For so long as the notes corresponding to the relevant issuer swap are rated by Fitch, the Fitch required ratings set out below apply.

For so long as the notes are rated by Moody’s, the Moody’s required ratings set out below apply.

Moody’s required ratings

The issuer swap provider, or an applicable guarantor, must satisfy the following requirements to have the Moody’s required ratings: either the long-term, unsecured and unsubordinated debt or counterparty obligations must be rated at least A3 by Moody’s or the long-term counterparty risk assessment must be A3(cr) or above by Moody’s.

The relevant issuer swap provider must provide collateral within 30 business days (to the extent required depending on the value of the relevant issuer swap).

The relevant issuer swap provider must use its commercially reasonable efforts to, as soon as reasonably practicable, either transfer its obligations in respect of the relevant issuer swaps to an entity that is eligible to be a swap provider under the Moody’s criteria or obtain a guarantee of its obligations in respect of the relevant issuer swaps from an entity with at least the relevant Moody’s required ratings.

The issuer may terminate the relevant issuer swap if the relevant issuer swap provider either (a) fails to use its commercially reasonable efforts to take the relevant actions described above or (b) at least 30 business days have elapsed since the relevant issuer swap provider last had the relevant Moody’s required ratings and, inter alia, an offer has been made by a third party that is able to assume the obligations in respect of the relevant issuer swap of the issuer swap provider.

Fitch initial required ratings

The issuer swap provider and any applicable guarantor fails to have the Fitch initial required rating set out above under “—**Funding 1 swap provider – Fitch required ratings**” determined as though each reference therein to Fitch relevant notes were a reference to the notes corresponding to the relevant issuer swap. The relevant Fitch initial required ratings depend on the rating of the notes corresponding to the relevant issuer swap.

The issuer swap provider must, on a reasonable efforts basis, provide collateral within 14 calendar days (to the extent required depending on the value of the issuer swap) unless, within 30 calendar days, it either (i) transfers its obligations to an entity that is eligible to be a swap provider under the Fitch ratings criteria, (ii) obtains a guarantee or co-obligor in respect of the issuer swap from an entity with the Fitch Unsupported Minimum Counterparty Rating, or (iii) takes such other action as will maintain, or restore, the rating of the notes corresponding to the relevant issuer swap.

The issuer may terminate the relevant issuer swap if the issuer swap provider fails to provide collateral in respect of the issuer swap in the relevant time period (to the extent the issuer swap

provider is required to do so) and the issuer swap provider either fails to use reasonable efforts to take the relevant actions in (i) to (iii) above or the relevant time period has expired.

Fitch subsequent required ratings

The issuer swap provider and any applicable guarantor fails to have the relevant Fitch subsequent required rating set out above under “—**Funding 1 swap provider – Fitch required ratings**” determined as though each reference therein to Fitch relevant notes were a reference to the notes corresponding to the relevant issuer swap. The relevant Fitch subsequent required ratings depend on the rating of the notes corresponding to the relevant issuer swap.

The issuer swap provider must, within 30 calendar days, on a reasonable efforts basis, either (i) transfer its obligations to an entity that is eligible to be a swap provider under the Fitch ratings criteria, (ii) obtain a guarantee or co-obligor in respect of the issuer swap from an entity with the Fitch Unsupported Minimum Counterparty Rating, or (iii) take such other action as will maintain, or restore, the rating of the notes corresponding to the relevant issuer swap.

Whilst this process is on-going the issuer swap provider must also provide collateral within 10 calendar days (to the extent required depending on the value of the issuer swap).

The issuer may terminate the relevant issuer swap if the issuer swap provider fails to provide collateral in respect of the issuer swap in the relevant time period (to the extent the issuer swap provider is required to do so). The issuer may also terminate the relevant issuer swap if the issuer swap provider either fails to use reasonable efforts to take the relevant actions in (i) to (iii) above or the relevant time period has expired.

INCORPORATED BY REFERENCE

The section “*Incorporation by reference*” on page ix of the base prospectus shall be supplemented as follows:

The financial statements of Funding 1 for the period ended 4 April 2019, which have been prepared in accordance with UK Financial Reporting Standard 101 Reduced Disclosure Framework (**FRS 101**), together with the audit reports thereon, are incorporated by reference into the base prospectus. Copies of the financial statements for the period ended 4 April 2019 may be obtained at Funding 1’s registered office at Third Floor, 1 King’s Arms Yard, London, EC2R 7AF and may be viewed online at <http://www.nationwide.co.uk/investorrelations>. PricewaterhouseCoopers LLP, members of the Institute of Chartered Accountants in England and Wales, have issued unqualified audit opinions on the financial statements of Funding 1 for the period ended 4 April 2019. PricewaterhouseCoopers LLP has no material interest in Funding 1.

The financial statements of the issuer for the period ended 4 April 2019, which have been prepared in accordance with FRS 101, together with the audit reports thereon, are incorporated by reference into the base prospectus. Copies of the financial statements for the period ended 4 April 2019 may be obtained at the issuer’s registered office at Third Floor, 1 King’s Arms Yard, London, EC2R 7AF and may be viewed online at <http://www.nationwide.co.uk/investorrelations>. PricewaterhouseCoopers LLP, members of the Institute of Chartered Accountants in England and Wales, have issued unqualified audit opinions on the financial statements of the issuer for the period ended 4 April 2019. PricewaterhouseCoopers LLP has no material interest in the issuer.

SIGNIFICANT OR MATERIAL CHANGE

The statements of significant or material change in respect of Funding 1 and the issuer on page 553 of the base prospectus shall be amended and replaced as follows:

Since the date of Funding 1’s last published statutory accounts for the period ended 4 April 2019, there has been (1) no material adverse change in the financial position or prospects of Funding 1 and (2) no significant change in the financial or trading position of Funding 1.

Since the date of the issuer's last published statutory accounts for the period ended 4 April 2019, there has been (1) no material adverse change in the financial position or prospects of the issuer and (2) no significant change in the financial or trading position of the issuer.

GENERAL

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<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>