

EIGHTH SUPPLEMENTAL INDENTURE

EIGHTH SUPPLEMENTAL INDENTURE, dated as of January 27, 2020 (this “Supplemental Indenture”), between NATIONWIDE BUILDING SOCIETY (the “Issuer”), and THE BANK OF NEW YORK MELLON, LONDON BRANCH, as Trustee and Paying Agent (the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer and the Trustee have executed and delivered an Indenture dated as of December 20, 2017 and as supplemented and amended prior to the date hereof (the “Base Indenture” and, together with this Supplemental Indenture, the “Indenture”), to provide for the issuance of the Issuer’s Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes;

WHEREAS, Section 8.1(g) of the Base Indenture provides that the Issuer and the Trustee may enter into a supplemental indenture to establish the form and terms of a series of Notes, without the consent of Holders;

WHEREAS, the Issuer desires to establish a series of Senior Preferred Notes under the Base Indenture, designated as its \$1,000,000,000 Fixed Rate Senior Preferred Notes due 2023 (such series of Senior Preferred Notes, the “2023 Notes”) pursuant to this Supplemental Indenture and to issue the 2023 Notes initially in the aggregate principal amount of \$1,000,000,000;

WHEREAS, the Issuer has requested and hereby directs that the Trustee join with the Issuer in the execution of this Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid and binding instrument in accordance with the terms of the Indenture have been performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, each party agrees as follows for the benefit of the other parties and the equal and ratable benefit of the Holders of the 2023 Notes.

ARTICLE 1
DEFINITIONS

Section 1.1. Definition of Terms.

For all purposes of this Supplemental Indenture:

- (a) capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Base Indenture;
- (b) the terms defined in this Supplemental Indenture have the meanings assigned to them in this Supplemental Indenture and include the plural as well as the singular;
- (c) the section headings herein are for convenience only and shall not affect the construction of this Supplemental Indenture;

(d) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision;

ARTICLE 2 THE 2023 NOTES

Section 2.1. Establishment of Series.

A series of Senior Preferred Notes, hereinafter referred to as the 2023 Notes, is hereby established with the following terms:

- (a) The title of the series shall be “Fixed Rate Senior Preferred Notes due 2023”.
- (b) The aggregate principal amount of the 2023 Notes to be issued on the original issue date of the 2023 Notes shall be \$1,000,000,000. The aggregate principal amount of the 2023 Notes which may be authenticated and delivered under the Indenture (except for 2023 Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other 2023 Notes pursuant to Sections 3.4, 3.6, 8.6 or 10.8 of the Base Indenture) shall be unlimited (up to the aggregate principal amount of Notes from time to time authorized in writing by the Issuer).
- (c) The original issue date of the 2023 Notes shall be January 27, 2020.
- (d) The date on which the principal of the 2023 Notes shall be payable (the “Maturity Date”) is January 27, 2023.
- (e) The 2023 Notes shall bear interest at a fixed rate per annum of 2.000%.
- (f) The Interest Payment Dates on which such interest on the 2023 Notes shall be payable are January 27 and July 27 of each year, commencing July 27, 2020 and ending on the Maturity Date.
- (g) The Regular Record Dates for the interest payable on the 2023 Notes on any Interest Payment Date shall be the 15th calendar day prior to such Interest Payment Date (whether or not a Business Day).
- (h) London shall be an Additional Business Center applicable to the 2023 Notes.
- (i) Benchmark Replacement is not applicable to the 2023 Notes.
- (j) The Specified Currency of the 2023 Notes is Dollars and the denominations in which the 2023 Notes shall be issuable are \$200,000 and integral multiples of \$1,000 in excess thereof.
- (k) Section 10.9 of the Base Indenture shall be applicable to the 2023 Notes.
- (l) The 2023 Notes shall initially be issued in whole in the form of Global Notes and the Depository for such Global Notes shall be The Depository Trust Company.

(m) The office or agency for the 2023 Notes required by Section 9.2 of the Base Indenture shall be the Corporate Trust office of the Trustee. If Certificated Notes are issued in respect of the 2023 Notes the office of the Trustee in New York, which at the date hereof is 240 Greenwich Street, New York, 10286, shall also be such an office or agency.

(n) 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 terms and conditions described under Section 3.11 of the Base Indenture.

Section 2.2. Forms of 2023 Notes and Transfer Certificates.

The forms of the 2023 Notes shall be substantially in the forms set forth in Annex A attached hereto, which are incorporated herein and made part hereof. The 2023 Notes shall bear interest, be payable and have such other terms as are stated in said forms of 2023 Notes and in the Base Indenture, as supplemented by this Supplemental Indenture. The forms of the Transfer Certificates in relation to the 2023 Notes are attached hereto as Annex B and Annex C hereto.

Section 2.3. Ranking and status of 2023 Notes.

For the avoidance of doubt, the 2023 Notes are the direct, unconditional, unsubordinated and (subject to the provisions set forth under Section 9.6 of the Base Indenture) unsecured obligations of the Issuer and rank (subject to the provisions set forth under Section 9.6 of the Base Indenture) equally among themselves, junior to obligations required to be preferred by law (which includes certain member share accounts which are given preferential status by law) and at least equally with all other Ordinary Non-Preferential Debts of the Issuer.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), for so long as they are not secured pursuant to the provisions set forth under Section 9.6 of the Base Indenture, the 2023 Notes form part of the class of Ordinary Non-Preferential Debts of the Issuer under the Insolvency Act (and any other Ranking Legislation).

ARTICLE 3
MISCELLANEOUS

Section 3.1. Effect of this Supplemental Indenture; Ratification and Integral Part.

This Supplemental Indenture shall become effective upon its execution and delivery.

Subject to Section 3.2 hereof, the Base Indenture is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect. This Supplemental Indenture shall be deemed an integral part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 3.2. Priority.

This Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided. The provisions of this Supplemental Indenture shall, with respect to the 2023 Notes and subject to the terms hereof, supersede the provisions of the Base Indenture to the extent the Base Indenture is inconsistent herewith.

Section 3.3. Governing Law.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.4. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (i.e., “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (i.e., “pdf” or “tif”) transmission shall be deemed to be their original signatures for all purposes.

Section 3.5. Severability.

If any provision of this Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 3.6. Recitals.

The recitals in this Supplemental Indenture are made by the Issuer and not by the Trustee and the Trustee assumes no responsibility for their correctness. The Trustee shall not be responsible for the validity or sufficiency of this Supplemental Indenture.

Section 3.7. Tax Matters.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (the “Applicable Law”) that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer agrees (i) to provide to the Trustee sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee can determine whether it has tax related obligations under Applicable Law, (ii) that the Trustee shall be entitled to make any withholding or deduction from payments to the extent necessary to comply with Applicable Law for which the Trustee shall not have any liability, and (iii) to hold harmless the Trustee for any losses it may suffer due to the actions it takes to comply with Applicable Law. The terms of this section shall survive the termination of the Indenture.

Section 3.8. Entire Agreement.

This Supplemental Indenture constitutes the entire agreement of the parties hereto with respect to the amendments to the Base Indenture set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the day and year first above written.

NATIONWIDE BUILDING SOCIETY

By: /s/Sarah Robinson

Duly Authorised

By: /s/Katie Eliason

Duly Authorised

**THE BANK OF NEW YORK MELLON,
LONDON BRANCH, as Trustee and
Paying Agent**

By: /s/Marco Thuo

Duly Authorised

ANNEX A

FORMS OF 2023 Notes

FORM OF RULE 144A GLOBAL NOTE

THE SECURITIES EVIDENCED HEREBY (THE "NOTES") HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY OTHER SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THE NOTES, (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE U.S. SECURITIES ACT ("RULE 144A")), (2) AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED NOTES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THE NOTES EXCEPT (I) TO THE ISSUER OR ONE OR MORE PLACEMENT AGENTS FOR THE NOTES (EACH, A "PLACEMENT AGENT" AND COLLECTIVELY, THE "PLACEMENT AGENTS") OR BY, THROUGH OR IN A TRANSACTION APPROVED BY A PLACEMENT AGENT, (II) SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (III) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (IV) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 (IF AVAILABLE), (V) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OR (VI) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. THE HOLDER OF THE NOTES, BY PURCHASING THE NOTES, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THE NOTES FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. THE ISSUER SHALL HAVE THE RIGHT PRIOR TO ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (VI) ABOVE, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE U.S. SECURITIES ACT.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS NOTE ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE INDENTURE REFERRED TO HEREIN.

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE THEREOF. TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART TO NOMINEES OF THE DEPOSITARY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR TO THE DEPOSITARY BY A NOMINEE OF THE DEPOSITARY AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST

COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Nationwide Building Society
Fixed Rate Senior Preferred Notes due 2023

Initial Principal Amount: \$[●]

Original Issue Date: January 27, 2020

Interest Commencement Date: Original Issue Date

Maturity Date: January 27, 2023

Rate of Interest: 2.000% per annum

Interest Payment Dates: January 27 and July 27 of each year, commencing July 27, 2020 and ending on the Maturity Date

Day Count Fraction: 30/360

Registered Number: [●]

CUSIP number: Restricted Global Note: 63859UBE2

ISIN number: Restricted Global Note: US63859UBE29

NATIONWIDE BUILDING SOCIETY, a building society incorporated in England and Wales under the Building Societies Act 1986, as amended (herein called the "**Issuer**", which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the Principal Amount set forth on the Schedule of Principal Amount attached hereto, on the Maturity Date set forth on the face hereof. In addition, the Issuer promises to pay interest on the Principal Amount set forth on the Schedule of Principal Amount attached hereto pursuant to the applicable provisions specified herein and in the Indenture from (and including) the Interest Commencement Date set forth on the face hereof, or from the most recent Interest Payment Date for which interest has been paid or duly provided for until the date the principal hereof is paid or made available for payment.

All payments on this Note will be made in Dollars and will be made by transfer of immediately available funds to an account of the Depository or its nominee as designated by the Depository or its nominee.

All payments on the Notes will be subject in all cases to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

THIS GLOBAL NOTE IS NOT A DEPOSIT AND IS NOT INSURED BY THE UNITED STATES FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY OF THE UNITED STATES OR THE UNITED KINGDOM.

In the event of any conflict between the provisions stated herein, or the provisions incorporated herein by reference and/or the provisions set forth on the face hereof, the provisions set forth on the face hereof will prevail.

Terms used in this Note and not defined herein shall have the meaning assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

NATIONWIDE BUILDING SOCIETY

By: _____

Name:

Title:

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated in and issued under the Indenture described herein.

Dated:

The Bank of New York Mellon, London Branch,
as Trustee

By: _____

[Reverse of Note]

This Note is one of a duly authorized issue of a series of notes designated on the face hereof of the Issuer (herein called the "Notes"), issued under the Indenture dated as of December 20, 2017, (the **Indenture**), between Nationwide Building Society, as the Issuer, and The Bank of New York Mellon, London Branch, as Trustee and Paying Agent (herein called the "Trustee", which term includes any successor to such Trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee, the Paying Agent and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered.

Certain Definitions

"Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York City or London.

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time in accordance with any provision herein, the Day Count Fraction specified on the face hereof as calculated as follows:

- (A) **30/360** means the number of days in the period from (and including) the most recent Fixed Rate Interest Payment 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;
- (B) **Actual/360** means the actual number of days in the relevant Floating Rate Interest Period divided by 360.

"Hierarchy Order" means The Banks and Building Societies (Priorities on Insolvency) Order 2018, as amended or superseded from time to time.

"Insolvency Act" means the Insolvency Act 1986, as amended or superseded from time to time (including by the Hierarchy Order).

"Ordinary Non-Preferential Debts" means 'ordinary non-preferential debts' as defined in Section 387A(3)(a) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

"Ranking Legislation" means the Insolvency Act, the Hierarchy Order and, if and to the extent applicable to the Issuer, any other law or regulation which is amended by the Hierarchy Order.

"Secondary Non-Preferential Debts" means 'secondary non-preferential debts' as defined in Section 387A(3)(b) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

Status and Ranking

The 2023 Notes are the direct, unconditional, unsubordinated and (subject to the provisions set forth under Section 9.6 of the Base Indenture) unsecured obligations of the Issuer and rank (subject to the provisions set forth under Section 9.6 of the Base Indenture) equally among themselves, junior to obligations required to be preferred by law (which includes certain member share accounts which are given preferential status by law) and at least equally with all other Ordinary Non-Preferential Debts of the Issuer.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), for so long as they are not secured pursuant to the provisions set forth under Section 9.6 of the Base Indenture, the 2023 Notes form part of the class of Ordinary Non-Preferential Debts of the Issuer under the Insolvency Act (and any other Ranking Legislation).

Interest

The Notes shall bear interest from (and including) the Interest Commencement Date to but excluding the date of Maturity at the rate per annum equal to the Rate of Interest specified on the face hereof payable in arrear on the Interest Payment Dates in each year specified on the face hereof (the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date (or the date of Maturity if applicable) and each successive period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date (or the date of Maturity if applicable) each an “**Interest Period**”).

Interest shall be calculated in respect of any Interest Period by applying the Rate of Interest specified on the face herein to the aggregate outstanding principal amount of the Notes and multiplying such sum by the applicable Day Count Fraction in effect for such period and rounding the resultant figure to the nearest cent, with half or more of any cent being rounded upwards.

If any Interest Payment Date or the date of Maturity of the Notes falls on a day that is not a Business Day, the required payments of principal, premium, if any, and interest with respect to the Notes will be made on the next succeeding Business Day as if made on the date such payment was due, and no interest will accrue on such payment for the period from and after such Interest Payment Date or the date of Maturity, as the case may be, to the date of such payment on the next succeeding Business Day.

Payment of Additional Amounts

In the event of any deduction or other withholding for or on account of any present or future tax, assessment, duty or other governmental charge of any nature whatsoever imposed, levied or collected by or on behalf of the United Kingdom, or any political subdivision thereof or authority therein having power to tax, in respect of any payments in respect of any of the Notes the Issuer will (subject as follows) pay to the Holder of any Notes such additional amounts (“**Additional Amounts**”) as may be necessary in order that every net payment of the principal of (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) and interest on such Notes, will not be less than the amount provided for in the Notes as then due and payable.

However, no such Additional Amounts shall be payable on the Notes for or on account of any tax, assessment, duty or other governmental charge which is payable:

- (1) otherwise than by deduction or withholding from any payments of principal (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) or interest on the Notes;

- (2) by reason of the Holder or beneficial owner of Notes who is liable for such taxes having some connection with the United Kingdom (including being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in the United Kingdom) other than by the mere holding of Notes or enforcement of rights hereunder or the receipt of payments in respect hereof;
- (3) by reason of a change in law or official practice of any relevant taxing authority that becomes effective more than 30 days after the Relevant Date for payment of principal (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) or interest in respect of the Notes;
- (4) by reason of any estate, excise, inheritance, gift, sales, transfer, wealth, personal property tax or any similar assessment or governmental charge;
- (5) as a result of the failure of a Holder or beneficial owner of Notes to satisfy any statutory requirements or make a declaration of non-residence or other similar claim for exemption to the relevant tax authority;
- (6) by reason of any Note presented for payment in the United Kingdom if such payment could have been made by or through any other Paying Agent without such tax, assessment, duty or other governmental charge;
- (7) owing to a combination of clauses (1) through (6) above; or
- (8) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 as amended (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

“**Relevant Date**” means the date on which the payment of principal (including premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) or interest on the Notes first becomes due and payable but, if the full amount of the monies payable on such date has not been received by the relevant Paying Agent or as it shall have directed on or prior to such date, the “**Relevant Date**” means the date on which such monies shall have been so received. No Additional Amounts will be paid as provided above with respect to any payment of principal (including premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) or interest on the Notes to any Holder who is a fiduciary or partnership or other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of Notes.

Redemption and Repurchase of Notes

Redemption for Tax Reasons

If the Issuer at any time satisfies the Trustee immediately prior to the giving of the notice referred to below that on the occasion of the next payment due in respect of the Notes the Issuer will or would be required to pay any Additional Amounts as described under “Payment of Additional Amounts” above or to account to any taxing authority in the United Kingdom for any amount (other than any tax withheld or deducted from interest payable in respect of the Notes) calculated by reference to any amount payable in respect of the Notes and, in any such case, the Issuer cannot avoid the same by taking reasonable measures available to it, then the Issuer may in its sole discretion, upon not more than 30 days nor less

than 15 days notice made in accordance with the applicable provisions of the Indenture, redeem at any time all (but not some only) of the Notes at their Early Redemption Amount as provided below together, if applicable, with interest accrued to (but excluding) the date fixed for redemption.

Prior to the publication of any notice of early redemption pursuant to the provisions set forth above, the Issuer shall deliver to the Trustee a certificate signed by any two authorized signatories of the Issuer confirming that the relevant circumstances above have occurred and are continuing. The Trustee shall be entitled, without liability to any person, to accept such certificate without any further inquiry as sufficient evidence of the satisfaction of the relevant conditions precedent, in which event it shall be conclusive and binding on the Trustee and the Holders.

Early Redemption Amount

For the purposes of redemption for tax reasons and for the purposes of redemption upon the occurrence of any Event of Default applicable to the Notes, the “**Early Redemption Amount**” for the Notes will be 100% of their principal amount.

Repurchase

The Issuer may at any time purchase Notes at any price or prices in the open market or otherwise. Notes so purchased may be held or resold or, at the Issuer’s discretion, notes may be surrendered to the Trustee for cancellation.

Agreement with Respect to the Exercise of UK Bail-in Power

By its acquisition of the Notes, each Holder and each beneficial owner of Notes acknowledges, agrees to be bound by and consents to the exercise of any UK bail-in power (as defined below) by the relevant UK resolution authority (as defined below) that may result (without limitation) in (i) the cancellation, write-down or reduction of all, or a portion, of the principal amount of, or interest on, the Notes (including by variation of the Notes) and/or (ii) any other modification of the Notes and/or (iii) the conversion of all, or a portion, of the principal amount of, or interest on, the Notes into the Issuer’s or another person’s shares or other securities or other obligations (including by variation of the Notes) to give effect to the exercise by the relevant UK resolution authority of such UK bail-in power, and the rights of the Holders and beneficial owners of the Notes will be subject to the provisions of any UK bail-in power which are expressed to implement such a reduction, write-down, cancellation, modification or conversion. Each Holder and beneficial owner of Notes further acknowledges and agrees that the rights of the Holders and beneficial owners of Notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise by the relevant UK resolution authority of such UK bail-in power. Without prejudice to the generality of the foregoing, each Holder (including each beneficial owner) acknowledges, agrees to be bound by and consents that the Issuer and the Trustee for the Notes shall, at any time and from time to time, without any requirement for the consent or approval of any Holders, be entitled to amend the terms of the Indenture and the Notes in order to ensure the effectiveness and enforceability of the provisions of this section “*Agreement with Respect to the Exercise of UK Bail-in Power*” and Article 13 of the Indenture (including, without limitation, changing the governing law of Article 13 of the Indenture from New York law to English law). Any such amendment shall be subject to the Issuer having obtained Relevant Supervisory Consent and to compliance with any applicable Regulatory Capital Requirements and/or Loss Absorption Regulations, but in each case only if and to the extent then required by the relevant Supervisory Authority or under any applicable Regulatory Capital Requirements and/or Loss Absorption Regulations. The Issuer will notify Holders of any such amendments, in accordance with “—*Notices*”, as soon as reasonably practicable, and in any event not later than 15 days following such amendments taking effect (provided that any delay or failure in giving such notice shall not nullify or invalidate such amendments).

For purposes of the Notes, a “**UK bail-in power**” is any statutory power to effect a cancellation, write-down, reduction, modification and/or conversion of a liability existing from time to time under any laws, regulations, rules or requirements relating to the resolution of credit institutions, investment firms and certain banking group companies (including relevant parent undertakings, subsidiaries and/or affiliates) incorporated in the United Kingdom in effect and applicable to the Issuer or any member of the Group, including but not limited to the UK Banking Act 2009, as the same may be amended from time to time (whether pursuant to the UK Financial Services (Banking Reform) Act 2013 or otherwise), and any laws, regulations, rules or requirements in the United Kingdom which are adopted or enacted in order to implement Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council, as the same may be amended from time to time (the “**BRRD**”), pursuant to which liabilities of a credit institution, investment firm, certain of its parent undertakings and/or certain of its affiliates can be cancelled, written down, reduced, modified and/or converted into shares or other securities or obligations of the issuer or any other person (and a reference to the “relevant UK resolution authority” is to any authority with the ability to exercise a UK bail-in power).

“**Group**” means the Issuer together with its subsidiaries consolidated in accordance with International Financial Reporting Standards.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that no repayment of the principal amount (including any premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) of the Notes or payment of interest on the Notes shall become due and payable after the exercise of any UK bail-in power by the relevant UK resolution authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by us after the exercise of such UK bail-in power.

By its acquisition of the Notes, each Holder and beneficial owner of Notes waives any and all claims against the Trustee for, agrees not to initiate a suit against the Trustee in respect of, and agrees that the Trustee will not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the notes.

Upon the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes, the Issuer will provide a written notice to DTC as soon as practicable regarding such exercise of the UK bail-in power for purposes of notifying Holders and beneficial owners of Notes of such occurrence. The Issuer will also deliver a copy of such notice to the Trustee for information purposes.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes will not be an Event of Default with respect to the Notes.

The Issuer’s obligations to indemnify the Trustee shall survive the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that, upon the exercise of any UK bail-in power by the relevant UK resolution authority with respect to the Notes, (a) the Trustee shall not be required to take any further directions from Holders of the Notes and

(b) the Indenture shall impose no duties upon the Trustee whatsoever with respect to the exercise of any UK bail-in power by the relevant UK resolution authority. Notwithstanding the foregoing, if, following the completion of the exercise of the UK bail-in power by the relevant UK resolution authority, any Notes remain outstanding (for example, if the exercise of the UK bail-in power results in only a partial write-down of the principal of the Notes), then the Trustee's duties under the Indenture shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Trustee shall agree pursuant to supplemental indenture or an amendment to the Indenture; provided, however, that notwithstanding the exercise of the UK bail-in power by the relevant UK authority, there shall at all times be a Trustee for the Notes in accordance with the Indenture, and the resignation and/or removal of the Trustee and the appointment of a successor trustee will continue to be governed by the Indenture, including to the extent no additional supplemental indenture or amendment is agreed upon in the event the Notes remain outstanding following the completion of the exercise of the UK bail-in power.

By its acquisition of the Notes, each Holder and beneficial owner of Notes (a) acknowledges and agrees to be bound by and consents to the exercise of any UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to the Notes and (b) shall be deemed to have authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds Notes to take any and all necessary action, if required, to implement the exercise of any UK bail-in power with respect to the Notes as it may be imposed, without any further action or direction on the part of such Holder, beneficial owner or the Trustee.

Events of Default

The following shall constitute “**Events of Default**” with respect to the Notes:

- (1) the Issuer fails to pay any principal within three days of the due date or interest within seven days of the due date in respect of the Notes; or
- (2) the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the Notes or the Indenture 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 us by the Trustee; or
- (3)
 - (a) 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 Material Subsidiary becomes due and payable prior to its stated maturity pursuant to a default; or
 - (b) any such indebtedness is not paid when due or (as the case may be) within any applicable grace period therefor; or
 - (c) the Issuer fails or any Material Subsidiary fails to pay when due or (as the case may be) within any applicable grace period therefor any amount payable by the Issuer or 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 the Issuer's or its business) for any indebtedness in respect of moneys borrowed or raised; or

- (d) 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 Material Subsidiary becomes enforceable and the holder thereof takes any steps to enforce the same; or
- (4) 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 Issuer's property, assets or revenues or the property, assets or revenues of any Material Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out; or
- (5) the Issuer becomes, or any Material Subsidiary becomes, insolvent or unable to pay its debts as they mature; or the Issuer applies, or any Material Subsidiary applies, for or consents to or suffers the appointment of a liquidator or receiver or administrator or similar officer of ourselves or itself or the whole or any substantial part of our or its undertaking, property, assets or revenues; or the Issuer takes, or any Material Subsidiary takes, any proceeding under any law for a readjustment or deferment of its obligations or any part thereof, or the Issuer makes or enters, or any Material Subsidiary makes or enters, into a general assignment or an arrangement or composition with or for the benefit of our or its creditors, except in any case in connection with a substitution pursuant to the Consolidation, Merger and Sale or Lease of Assets provisions of the Indenture 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 Material Subsidiary in connection with the transfer of all or the major part of its business, undertaking and assets; or
- (6) an order is made or an effective resolution is passed to wind up or dissolve the Issuer or any Material Subsidiary or the Issuer's authorization or registration is, or is proposed to be canceled, suspended or revoked or anything analogous or similar to any of the foregoing occurs (except in any case for the purposes of a substitution pursuant to the Consolidation, Merger and Sale or Lease of Assets provisions of the Indenture, 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 Material Subsidiary).

“**Material Subsidiary**” means a Subsidiary of the Issuer whose total assets (attributable to the Issuer) represent 10% or more of the Issuer's and its subsidiaries' consolidated total assets (all as more particularly described in the Indenture).

If an Event of Default (other than an Event of Default specified in sections (5) or (6) above) with respect to the Notes occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the outstanding Notes may declare all of the Notes to be due and payable immediately at their Early Redemption Amount together with accrued interest by a notice in writing to us. If an Event of Default specified in section (5) or (6) above with respect to the Notes occurs, then all of the Notes shall, without any act by the Trustee or the Holders, become immediately due and payable without presentment, demand, protest or other notice of kind at their early redemption amount together with accrued interest.

At any time after such an acceleration or declaration of acceleration with respect to the Notes has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in principal amount of the outstanding Notes, by written notice to the

Issuer and the Trustee, may rescind and annul such acceleration or declaration of acceleration and its consequences if:

- (a) the Issuer has paid or deposited with the Trustee a sum sufficient to pay:
 - (i) all overdue interest, if any, on all the Notes;
 - (ii) the principal of and premium, if any, on any Notes which have become due otherwise than by such acceleration or declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Notes;
 - (iii) to the extent that payment of such interest is lawful, interest upon any overdue interest at the rate or rates prescribed therefor in the Notes; and
 - (iv) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all Events of Default with respect to the Notes, other than the non-payment of the principal of and accrued interest on the Notes which have become due solely by such acceleration, have been cured or waived.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

If any Event of Default has occurred and is continuing with regard to the Notes, the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce payment on the Notes. However, the Trustee will not be bound to take any action with respect to the Notes unless:

- (1) it shall have been so requested in writing by holders of at least 25% of the nominal amount of the Outstanding Notes; and
- (2) it shall have been indemnified to its satisfaction.

The Holders of not less than a majority in aggregate principal amount of the Outstanding Notes may waive, on behalf of the Holders of all the Notes, compliance by the Issuer with section 9.4 or 9.6 of the Indenture. The Holders of a majority in aggregate principal amount of the Outstanding Notes may waive on behalf of the Holders of all the Notes, any past default under the Indenture and its consequences, except a default in the payment of principal of (or premium, if any, on) or interest, if any, on any of the Notes or with respect to a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Outstanding Note.

The Indenture contains provisions permitting the Issuer and the Trustee (i) without the consent of the Holders to execute supplemental indentures for certain enumerated purposes, such as to cure any ambiguity or inconsistency or to make any change that does not have a materially adverse effect on the rights of any Holder, and (ii) with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of Holders of Notes; provided, that, with respect to certain provisions of the Indenture, no such supplemental indenture may be entered into without the consent of the Holder of each Outstanding Note affected thereby.

In addition, the Issuer and the Trustee may modify and amend the Indenture, without the further consent of Holders, to the extent necessary to give effect to the exercise by the relevant UK resolution authority of the UK bail-in power.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any, on) and interest, if any, on this Note (including any Additional Amounts payable in accordance with the terms of this Note and the Indenture) at the times, places and rates, and in the coin or currency, specified herein. However, the Indenture limits the Holder's right to enforce the Indenture and this Note.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee and the Paying Agent and any agent of the Issuer, the Trustee or the Paying Agent may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or any agent of the Issuer, the Trustee or the Paying Agent shall be affected by notice to the contrary.

Governing Law

The Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

Each of the Issuer and the Trustee, and each Holder and beneficial owner of a Note by its acceptance thereof, hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to the Indenture, the Notes or the transactions contemplated thereby.

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 terms and conditions described in the Indenture.

SCHEDULE I

SCHEDULE OF PRINCIPAL AMOUNT

The initial Principal Amount of this Note shall be \$[●]. The following increases or decreases in the Principal Amount of this Note have been made:

Date of Decrease	Increase in Principal Amount at Maturity	Decrease in Principal Amount at Maturity	Total Principal Amount at Maturity Following such Increase or Decrease	Notation made by or on behalf of Trustee
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXHIBIT A

FORM OF TRANSFER¹

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

/ _____ / _____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Note and all rights thereunder, hereby

irrevocably constituting and appointing _____

attorney to transfer said Note on the books of the Issuer, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever

¹ This Form of Transfer may also be used to effect an exchange in accordance with the procedures described in the Note to which the Form of Transfer is attached.

FORM OF REGULATION S GLOBAL NOTE

THE SECURITIES EVIDENCED HEREBY (THE "NOTES") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

THIS SECURITY IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE THEREOF. TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART TO NOMINEES OF THE DEPOSITARY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR TO THE DEPOSITARY BY A NOMINEE OF THE DEPOSITARY AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Nationwide Building Society
Fixed Rate Senior Preferred Notes due 2023

Initial Principal Amount: \$186,921,000

Original Issue Date: January 27, 2020

Interest Commencement Date: Original Issue Date

Maturity Date: January 27, 2023

Rate of Interest: 2.000% per annum

Interest Payment Dates: January 27 and July 27 of each year, commencing July 27, 2020 and ending on the Maturity Date

Day Count Fraction: 30/360

Registered Number: R – 1/1

CUSIP number: Restricted Global Note: 63859VBE0

ISIN number: Restricted Global Note: US63859VBE02

NATIONWIDE BUILDING SOCIETY, a building society incorporated in England and Wales under the Building Societies Act 1986, as amended (herein called the "**Issuer**", which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the Principal Amount set forth on the Schedule of Principal Amount attached hereto, on the Maturity Date set forth on the face hereof. In addition, the Issuer promises to pay interest on the Principal Amount set forth on the Schedule of Principal Amount attached hereto pursuant to the applicable provisions specified herein and in the Indenture from (and including) the Interest Commencement Date set forth on the face hereof, or from the most recent Interest Payment Date for which interest has been paid or duly provided for until the date the principal hereof is paid or made available for payment.

All payments on this Note will be made in Dollars and will be made by transfer of immediately available funds to an account of the Depository or its nominee as designated by the Depository or its nominee.

All payments on the Notes will be subject in all cases to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS NOTE SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

THIS GLOBAL NOTE IS NOT A DEPOSIT AND IS NOT INSURED BY THE UNITED STATES FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY OF THE UNITED STATES OR THE UNITED KINGDOM.

In the event of any conflict between the provisions stated herein, or the provisions incorporated herein by reference and/or the provisions set forth on the face hereof, the provisions set forth on the face hereof will prevail.

Terms used in this Note and not defined herein shall have the meaning assigned to them in the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

NATIONWIDE BUILDING SOCIETY

By: _____

Name:

Title:

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series designated in and issued under the Indenture described herein.

Dated:

The Bank of New York Mellon, London Branch,
as Trustee

By: _____

[Reverse of Note]

This Note is one of a duly authorized issue of a series of notes designated on the face hereof of the Issuer (herein called the "Notes"), issued under the Indenture dated as of December 20, 2017, (the **Indenture**), between Nationwide Building Society, as the Issuer, and The Bank of New York Mellon, London Branch, as Trustee and Paying Agent (herein called the "Trustee", which term includes any successor to such Trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Trustee, the Paying Agent and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered.

Certain Definitions

"Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York City or London.

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time in accordance with any provision herein, the Day Count Fraction specified on the face hereof as calculated as follows:

- (C) **30/360** means the number of days in the period from (and including) the most recent Fixed Rate Interest Payment 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;
- (D) **Actual/360** means the actual number of days in the relevant Floating Rate Interest Period divided by 360.

"Hierarchy Order" means The Banks and Building Societies (Priorities on Insolvency) Order 2018, as amended or superseded from time to time.

"Insolvency Act" means the Insolvency Act 1986, as amended or superseded from time to time (including by the Hierarchy Order).

"Ordinary Non-Preferential Debts" means 'ordinary non-preferential debts' as defined in Section 387A(3)(a) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

"Ranking Legislation" means the Insolvency Act, the Hierarchy Order and, if and to the extent applicable to the Issuer, any other law or regulation which is amended by the Hierarchy Order.

"Secondary Non-Preferential Debts" means 'secondary non-preferential debts' as defined in Section 387A(3)(b) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

Status and Ranking

The 2023 Notes are the direct, unconditional, unsubordinated and (subject to the provisions set forth under Section 9.6 of the Base Indenture) unsecured obligations of the Issuer and rank (subject to the provisions set forth under Section 9.6 of the Base Indenture) equally among themselves, junior to obligations required to be preferred by law (which includes certain member share accounts which are given preferential status by law) and at least equally with all other Ordinary Non-Preferential Debts of the Issuer.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), for so long as they are not secured pursuant to the provisions set forth under Section 9.6 of the Base Indenture, the 2023 Notes form part of the class of Ordinary Non-Preferential Debts of the Issuer under the Insolvency Act (and any other Ranking Legislation).

Interest

The Notes shall bear interest from (and including) the Interest Commencement Date to but excluding the date of Maturity at the rate per annum equal to the Rate of Interest specified on the face hereof payable in arrear on the Interest Payment Dates in each year specified on the face hereof (the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date (or the date of Maturity if applicable) and each successive period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date (or the date of Maturity if applicable) each an “**Interest Period**”).

Interest shall be calculated in respect of any Interest Period by applying the Rate of Interest specified on the face herein to the aggregate outstanding principal amount of the Notes and multiplying such sum by the applicable Day Count Fraction in effect for such period and rounding the resultant figure to the nearest cent, with half or more of any cent being rounded upwards.

If any Interest Payment Date or the date of Maturity of the Notes falls on a day that is not a Business Day, the required payments of principal, premium, if any, and interest with respect to the Notes will be made on the next succeeding Business Day as if made on the date such payment was due, and no interest will accrue on such payment for the period from and after such Interest Payment Date or the date of Maturity, as the case may be, to the date of such payment on the next succeeding Business Day.

Payment of Additional Amounts

In the event of any deduction or other withholding for or on account of any present or future tax, assessment, duty or other governmental charge of any nature whatsoever imposed, levied or collected by or on behalf of the United Kingdom, or any political subdivision thereof or authority therein having power to tax, in respect of any payments in respect of any of the Notes the Issuer will (subject as follows) pay to the Holder of any Notes such additional amounts (“**Additional Amounts**”) as may be necessary in order that every net payment of the principal of (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) and interest on such Notes, will not be less than the amount provided for in the Notes as then due and payable.

However, no such Additional Amounts shall be payable on the Notes for or on account of any tax, assessment, duty or other governmental charge which is payable:

- (9) otherwise than by deduction or withholding from any payments of principal (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) or interest on the Notes;

- (10) by reason of the Holder or beneficial owner of Notes who is liable for such taxes having some connection with the United Kingdom (including being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in the United Kingdom) other than by the mere holding of Notes or enforcement of rights hereunder or the receipt of payments in respect hereof;
- (11) by reason of a change in law or official practice of any relevant taxing authority that becomes effective more than 30 days after the Relevant Date for payment of principal (including premium or final redemption amount or Early Redemption Amount, if any, or other amount payable in respect thereof) or interest in respect of the Notes;
- (12) by reason of any estate, excise, inheritance, gift, sales, transfer, wealth, personal property tax or any similar assessment or governmental charge;
- (13) as a result of the failure of a Holder or beneficial owner of Notes to satisfy any statutory requirements or make a declaration of non-residence or other similar claim for exemption to the relevant tax authority;
- (14) by reason of any Note presented for payment in the United Kingdom if such payment could have been made by or through any other Paying Agent without such tax, assessment, duty or other governmental charge;
- (15) owing to a combination of clauses (1) through (6) above; or
- (16) pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 as amended (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

“**Relevant Date**” means the date on which the payment of principal (including premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) or interest on the Notes first becomes due and payable but, if the full amount of the monies payable on such date has not been received by the relevant Paying Agent or as it shall have directed on or prior to such date, the “**Relevant Date**” means the date on which such monies shall have been so received. No Additional Amounts will be paid as provided above with respect to any payment of principal (including premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) or interest on the Notes to any Holder who is a fiduciary or partnership or other than the sole beneficial owner of any such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of Notes.

Redemption and Repurchase of Notes

Redemption for Tax Reasons

If the Issuer at any time satisfies the Trustee immediately prior to the giving of the notice referred to below that on the occasion of the next payment due in respect of the Notes the Issuer will or would be required to pay any Additional Amounts as described under “Payment of Additional Amounts” above or to account to any taxing authority in the United Kingdom for any amount (other than any tax withheld or deducted from interest payable in respect of the Notes) calculated by reference to any amount payable in respect of the Notes and, in any such case, the Issuer cannot avoid the same by taking reasonable measures available to it, then the Issuer may in its sole discretion, upon not more than 30 days nor less

than 15 days notice made in accordance with the applicable provisions of the Indenture, redeem at any time all (but not some only) of the Notes at their Early Redemption Amount as provided below together, if applicable, with interest accrued to (but excluding) the date fixed for redemption.

Prior to the publication of any notice of early redemption pursuant to the provisions set forth above, the Issuer shall deliver to the Trustee a certificate signed by any two authorized signatories of the Issuer confirming that the relevant circumstances above have occurred and are continuing. The Trustee shall be entitled, without liability to any person, to accept such certificate without any further inquiry as sufficient evidence of the satisfaction of the relevant conditions precedent, in which event it shall be conclusive and binding on the Trustee and the Holders.

Early Redemption Amount

For the purposes of redemption for tax reasons and for the purposes of redemption upon the occurrence of any Event of Default applicable to the Notes, the “**Early Redemption Amount**” for the Notes will be 100% of their principal amount.

Repurchase

The Issuer may at any time purchase Notes at any price or prices in the open market or otherwise. Notes so purchased may be held or resold or, at the Issuer’s discretion, notes may be surrendered to the Trustee for cancellation.

Agreement with Respect to the Exercise of UK Bail-in Power

By its acquisition of the Notes, each Holder and each beneficial owner of Notes acknowledges, agrees to be bound by and consents to the exercise of any UK bail-in power (as defined below) by the relevant UK resolution authority (as defined below) that may result (without limitation) in (i) the cancellation, write-down or reduction of all, or a portion, of the principal amount of, or interest on, the Notes (including by variation of the Notes) and/or (ii) any other modification of the Notes and/or (iii) the conversion of all, or a portion, of the principal amount of, or interest on, the Notes into the Issuer’s or another person’s shares or other securities or other obligations (including by variation of the Notes) to give effect to the exercise by the relevant UK resolution authority of such UK bail-in power, and the rights of the Holders and beneficial owners of the Notes will be subject to the provisions of any UK bail-in power which are expressed to implement such a reduction, write-down, cancellation, modification or conversion. Each Holder and beneficial owner of Notes further acknowledges and agrees that the rights of the Holders and beneficial owners of Notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise by the relevant UK resolution authority of such UK bail-in power. Without prejudice to the generality of the foregoing, each Holder (including each beneficial owner) acknowledges, agrees to be bound by and consents that the Issuer and the Trustee for the Notes shall, at any time and from time to time, without any requirement for the consent or approval of any Holders, be entitled to amend the terms of the Indenture and the Notes in order to ensure the effectiveness and enforceability of the provisions of this section “*Agreement with Respect to the Exercise of UK Bail-in Power*” and Article 13 of the Indenture (including, without limitation, changing the governing law of Article 13 of the Indenture from New York law to English law). Any such amendment shall be subject to the Issuer having obtained Relevant Supervisory Consent and to compliance with any applicable Regulatory Capital Requirements and/or Loss Absorption Regulations, but in each case only if and to the extent then required by the relevant Supervisory Authority or under any applicable Regulatory Capital Requirements and/or Loss Absorption Regulations. The Issuer will notify Holders of any such amendments, in accordance with “—*Notices*”, as soon as reasonably practicable, and in any event not later than 15 days following such amendments taking effect (provided that any delay or failure in giving such notice shall not nullify or invalidate such amendments).

For purposes of the Notes, a “**UK bail-in power**” is any statutory power to effect a cancellation, write-down, reduction, modification and/or conversion of a liability existing from time to time under any laws, regulations, rules or requirements relating to the resolution of credit institutions, investment firms and certain banking group companies (including relevant parent undertakings, subsidiaries and/or affiliates) incorporated in the United Kingdom in effect and applicable to the Issuer or any member of the Group, including but not limited to the UK Banking Act 2009, as the same may be amended from time to time (whether pursuant to the UK Financial Services (Banking Reform) Act 2013 or otherwise), and any laws, regulations, rules or requirements in the United Kingdom which are adopted or enacted in order to implement Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council, as the same may be amended from time to time (the “**BRRD**”), pursuant to which liabilities of a credit institution, investment firm, certain of its parent undertakings and/or certain of its affiliates can be cancelled, written down, reduced, modified and/or converted into shares or other securities or obligations of the issuer or any other person (and a reference to the “relevant UK resolution authority” is to any authority with the ability to exercise a UK bail-in power).

“**Group**” means the Issuer together with its subsidiaries consolidated in accordance with International Financial Reporting Standards.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that no repayment of the principal amount (including any premium or final redemption amount or early redemption amount, if any, or other amount payable in respect thereof) of the Notes or payment of interest on the Notes shall become due and payable after the exercise of any UK bail-in power by the relevant UK resolution authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by us after the exercise of such UK bail-in power.

By its acquisition of the Notes, each Holder and beneficial owner of Notes waives any and all claims against the Trustee for, agrees not to initiate a suit against the Trustee in respect of, and agrees that the Trustee will not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the notes.

Upon the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes, the Issuer will provide a written notice to DTC as soon as practicable regarding such exercise of the UK bail-in power for purposes of notifying Holders and beneficial owners of Notes of such occurrence. The Issuer will also deliver a copy of such notice to the Trustee for information purposes.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes will not be an Event of Default with respect to the Notes.

The Issuer’s obligations to indemnify the Trustee shall survive the exercise of the UK bail-in power by the relevant UK resolution authority with respect to the Notes.

By its acquisition of the Notes, each Holder and beneficial owner of Notes acknowledges and agrees that, upon the exercise of any UK bail-in power by the relevant UK resolution authority with respect to the Notes, (a) the Trustee shall not be required to take any further directions from Holders of the Notes and

(b) the Indenture shall impose no duties upon the Trustee whatsoever with respect to the exercise of any UK bail-in power by the relevant UK resolution authority. Notwithstanding the foregoing, if, following the completion of the exercise of the UK bail-in power by the relevant UK resolution authority, any Notes remain outstanding (for example, if the exercise of the UK bail-in power results in only a partial write-down of the principal of the Notes), then the Trustee's duties under the Indenture shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Trustee shall agree pursuant to supplemental indenture or an amendment to the Indenture; provided, however, that notwithstanding the exercise of the UK bail-in power by the relevant UK authority, there shall at all times be a Trustee for the Notes in accordance with the Indenture, and the resignation and/or removal of the Trustee and the appointment of a successor trustee will continue to be governed by the Indenture, including to the extent no additional supplemental indenture or amendment is agreed upon in the event the Notes remain outstanding following the completion of the exercise of the UK bail-in power.

By its acquisition of the Notes, each Holder and beneficial owner of Notes (a) acknowledges and agrees to be bound by and consents to the exercise of any UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to the Notes and (b) shall be deemed to have authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds Notes to take any and all necessary action, if required, to implement the exercise of any UK bail-in power with respect to the Notes as it may be imposed, without any further action or direction on the part of such Holder, beneficial owner or the Trustee.

Events of Default

The following shall constitute “**Events of Default**” with respect to the Notes:

- (3) the Issuer fails to pay any principal within three days of the due date or interest within seven days of the due date in respect of the Notes; or
- (4) the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the Notes or the Indenture 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 us by the Trustee; or
- (5)
 - (a) 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 Material Subsidiary becomes due and payable prior to its stated maturity pursuant to a default; or
 - (b) any such indebtedness is not paid when due or (as the case may be) within any applicable grace period therefor; or
 - (c) the Issuer fails or any Material Subsidiary fails to pay when due or (as the case may be) within any applicable grace period therefor any amount payable by the Issuer or 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 the Issuer's or its business) for any indebtedness in respect of moneys borrowed or raised; or

- (d) 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 Material Subsidiary becomes enforceable and the holder thereof takes any steps to enforce the same; or
- (6) 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 Issuer's property, assets or revenues or the property, assets or revenues of any Material Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out; or
- (7) the Issuer becomes, or any Material Subsidiary becomes, insolvent or unable to pay its debts as they mature; or the Issuer applies, or any Material Subsidiary applies, for or consents to or suffers the appointment of a liquidator or receiver or administrator or similar officer of ourselves or itself or the whole or any substantial part of our or its undertaking, property, assets or revenues; or the Issuer takes, or any Material Subsidiary takes, any proceeding under any law for a readjustment or deferment of its obligations or any part thereof, or the Issuer makes or enters, or any Material Subsidiary makes or enters, into a general assignment or an arrangement or composition with or for the benefit of our or its creditors, except in any case in connection with a substitution pursuant to the Consolidation, Merger and Sale or Lease of Assets provisions of the Indenture 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 Material Subsidiary in connection with the transfer of all or the major part of its business, undertaking and assets; or
- (8) an order is made or an effective resolution is passed to wind up or dissolve the Issuer or any Material Subsidiary or the Issuer's authorization or registration is, or is proposed to be canceled, suspended or revoked or anything analogous or similar to any of the foregoing occurs (except in any case for the purposes of a substitution pursuant to the Consolidation, Merger and Sale or Lease of Assets provisions of the Indenture, 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 Material Subsidiary).

“**Material Subsidiary**” means a Subsidiary of the Issuer whose total assets (attributable to the Issuer) represent 10% or more of the Issuer's and its subsidiaries' consolidated total assets (all as more particularly described in the Indenture).

If an Event of Default (other than an Event of Default specified in sections (5) or (6) above) with respect to the Notes occurs and is continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the outstanding Notes may declare all of the Notes to be due and payable immediately at their Early Redemption Amount together with accrued interest by a notice in writing to us. If an Event of Default specified in section (5) or (6) above with respect to the Notes occurs, then all of the Notes shall, without any act by the Trustee or the Holders, become immediately due and payable without presentment, demand, protest or other notice of kind at their early redemption amount together with accrued interest.

At any time after such an acceleration or declaration of acceleration with respect to the Notes has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in principal amount of the outstanding Notes, by written notice to the

Issuer and the Trustee, may rescind and annul such acceleration or declaration of acceleration and its consequences if:

- (a) the Issuer has paid or deposited with the Trustee a sum sufficient to pay:
 - (i) all overdue interest, if any, on all the Notes;
 - (ii) the principal of and premium, if any, on any Notes which have become due otherwise than by such acceleration or declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Notes;
 - (iii) to the extent that payment of such interest is lawful, interest upon any overdue interest at the rate or rates prescribed therefor in the Notes; and
 - (iv) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all Events of Default with respect to the Notes, other than the non-payment of the principal of and accrued interest on the Notes which have become due solely by such acceleration, have been cured or waived.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

If any Event of Default has occurred and is continuing with regard to the Notes, the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce payment on the Notes. However, the Trustee will not be bound to take any action with respect to the Notes unless:

- (1) it shall have been so requested in writing by holders of at least 25% of the nominal amount of the Outstanding Notes; and
- (2) it shall have been indemnified to its satisfaction.

The Holders of not less than a majority in aggregate principal amount of the Outstanding Notes may waive, on behalf of the Holders of all the Notes, compliance by the Issuer with section 9.4 or 9.6 of the Indenture. The Holders of a majority in aggregate principal amount of the Outstanding Notes may waive on behalf of the Holders of all the Notes, any past default under the Indenture and its consequences, except a default in the payment of principal of (or premium, if any, on) or interest, if any, on any of the Notes or with respect to a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Outstanding Note.

The Indenture contains provisions permitting the Issuer and the Trustee (i) without the consent of the Holders to execute supplemental indentures for certain enumerated purposes, such as to cure any ambiguity or inconsistency or to make any change that does not have a materially adverse effect on the rights of any Holder, and (ii) with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of Holders of Notes; provided, that, with respect to certain provisions of the Indenture, no such supplemental indenture may be entered into without the consent of the Holder of each Outstanding Note affected thereby.

In addition, the Issuer and the Trustee may modify and amend the Indenture, without the further consent of Holders, to the extent necessary to give effect to the exercise by the relevant UK resolution authority of the UK bail-in power.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any, on) and interest, if any, on this Note (including any Additional Amounts payable in accordance with the terms of this Note and the Indenture) at the times, places and rates, and in the coin or currency, specified herein. However, the Indenture limits the Holder's right to enforce the Indenture and this Note.

Prior to due presentment of this Note for registration of transfer, the Issuer, the Trustee and the Paying Agent and any agent of the Issuer, the Trustee or the Paying Agent may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or any agent of the Issuer, the Trustee or the Paying Agent shall be affected by notice to the contrary.

Governing Law

The Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York.

Each of the Issuer and the Trustee, and each Holder and beneficial owner of a Note by its acceptance thereof, hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right it may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to the Indenture, the Notes or the transactions contemplated thereby.

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 terms and conditions described in the Indenture.

SCHEDULE I

SCHEDULE OF PRINCIPAL AMOUNT

The initial Principal Amount of this Note shall be \$[●]. The following increases or decreases in the Principal Amount of this Note have been made:

Date of Decrease	Increase in Principal Amount at Maturity	Decrease in Principal Amount at Maturity	Total Principal Amount at Maturity Following Increase or Decrease	Notation made by or on behalf of Trustee
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXHIBIT A

FORM OF TRANSFER²

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER

IDENTIFYING NUMBER OF ASSIGNEE

/ _____ / _____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

the within Note and all rights thereunder, hereby

irrevocably constituting and appointing _____

attorney to transfer said Note on the books of the Issuer, with full power of substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever

² This Form of Transfer may also be used to effect an exchange in accordance with the procedures described in the Note to which the Form of Transfer is attached.

ANNEX B

**RESTRICTED GLOBAL NOTE TO NON-RESTRICTED GLOBAL NOTE TRANSFER
CERTIFICATE**

[DATE]

To: The Bank of New York Mellon, London Branch
Nationwide Building Society

NATIONWIDE BUILDING SOCIETY (the Issuer)

Fixed Rate Senior Preferred Notes due 2023 (the **Notes**)

Reference is made to the Indenture dated as of December 20, 2017 between Nationwide Building Society, and The Bank of New York Mellon, London Branch as Trustee and Paying Agent (the **Trustee**), as supplemented and amended from time to time (the **Indenture**). Terms defined in the Indenture shall have the same meanings when used in this Certificate unless otherwise stated.

This certificate relates to [*insert Specified Currency and nominal amount of Notes*] of Notes which are held in the form of beneficial interests in one or more Notes represented by a Restricted Global Note (CUSIP No. [*specify*]) in the name of [*transferor*] (the **Transferor**). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Notes represented by a Non-Restricted Global Note.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any state of the United States of America or any other jurisdiction and any applicable rules and regulations of DTC, Euroclear and Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows:

Either (check one)

- (i) (a) the offer of the Notes was not made to a person in the United States;
- (b) either (i) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on the Transferor's behalf knows that the transaction was pre-arranged with a transferee in the United States or (ii) the transferee is outside the United States, or the Transferor and any person acting on its behalf reasonably believes that the transferee is outside the United States;
- (c) no directed selling efforts have been made in contravention of the requirement of Rule 903(b) or 904(b) of Regulation S, as applicable;
- (d) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act (terms used in this paragraph that are defined in Regulation S under the Securities Act are used herein as defined therein); and
- (e) if the transfer occurs prior to the termination of the distribution compliance period applicable to the Notes, the Notes to be transferred will be held immediately thereafter through Euroclear or Clearstream, in each case as a participant in DTC.

Or

- (ii) the transfer is being made in accordance with the requirements of Rule 144 under the Securities Act.

This certificate and the statements contained herein are made for the benefit of the addressees hereof and for the benefit of the dealers of the Notes.

[Insert name of Transferor]

By:

Name:

Title:

Dated:

SIGNATURE GUARANTEE: _____

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (**STAMP**) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ANNEX C

**NON-RESTRICTED GLOBAL NOTE TO RESTRICTED GLOBAL NOTE TRANSFER
CERTIFICATE**

[DATE]

To: The Bank of New York Mellon, London Branch
Nationwide Building Society

NATIONWIDE BUILDING SOCIETY (the Issuer)

Fixed Rate Senior Preferred Notes due 2023 (the **Notes**)

Reference is made to the dated as of December 20, 2017 between Nationwide Building Society, and The Bank of New York Mellon, London Branch, as Trustee and Paying Agent (the **Trustee**) as supplemented and amended from time to time (the **Indenture**). Terms defined in the Indenture shall have the same meanings when used in this Certificate unless otherwise stated.

This certificate relates to [*insert Specified Currency and nominal amount of Notes*] of Notes which are held in the form of beneficial interests in one or more Notes represented by a Global Note that is not a Restricted Global Note (ISIN No. [*specify*]) in the name of [*transferor*] (the **Transferor**). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in Notes represented by a Restricted Global Note.

In connection therewith, the Transferor certifies that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and in accordance with any applicable securities laws of the United States of America, any state of the United States of America or any other jurisdiction and any applicable rules and regulations of DTC, Euroclear and Clearstream, Luxembourg from time to time and, accordingly, the Transferor certifies as follows:

Such Notes are being transferred in accordance with Rule 144A (**Rule 144A**) under the U.S. Securities Act of 1933, as amended (the **Securities Act**), to a transferee that the Transferor reasonably believes is purchasing the Notes for its own account or any account with respect to which the transferee and any such account is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

This certificate and the statements contained herein are made for the benefit of the addressees hereof and for the benefit of the dealers of the Notes.

[*Insert name of Transferor*]

By:

Name:

Title:

Dated: