

INFORMATION MEMORANDUM

The **Abbey National**
Group

ABBAY NATIONAL TREASURY SERVICES plc
(INCORPORATED IN ENGLAND WITH LIMITED LIABILITY, REGISTERED NUMBER 2338548)

ABBAY NATIONAL TREASURY INTERNATIONAL LIMITED
(INCORPORATED IN JERSEY WITH LIMITED LIABILITY, REGISTERED NUMBER 45968)

and

AN STRUCTURED ISSUES LIMITED
(INCORPORATED IN JERSEY WITH LIMITED LIABILITY, REGISTERED NUMBER 75340)

U.S.\$15,000,000,000

EURO MEDIUM TERM NOTE PROGRAMME

Unconditionally and irrevocably guaranteed by

ABBAY NATIONAL plc
(INCORPORATED IN ENGLAND WITH LIMITED LIABILITY, REGISTERED NUMBER 2294747)

Under this U.S.\$15,000,000,000 Euro Medium Term Note Programme (the "Programme"), Abbey National Treasury Services plc, Abbey National Treasury International Limited and AN Structured Issues Limited (each an "Issuer" and together the "Issuers") may from time to time issue notes (the "Notes") denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined below). The Programme is additional to and does not replace the U.S.\$15,000,000,000 Medium Term Note Programme of Abbey National Treasury Services plc and Abbey National Treasury International Limited, guaranteed by Abbey National plc (the "Original Programme"). No new agreements to issue notes under the Original Programme will be entered into after the date hereof.

The payment of all amounts payable in respect of the Notes will be unconditionally and irrevocably guaranteed by Abbey National plc (the "Guarantor").

Notes may be issued in bearer or registered form (respectively "Bearer Notes" and "Registered Notes"). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme, when combined with the maximum aggregate nominal amount of notes outstanding from time to time under the Original Programme, will not exceed U.S.\$15,000,000,000 (or its equivalent (the "Equivalent") in other currencies calculated as described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "Summary of the Programme" and any additional Dealer appointed under the Programme from time to time (each a "Dealer" and together the "Dealers"), which appointment may be for a specific issue or on an ongoing basis. References in this Information Memorandum to the "relevant Dealer" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

Application has been made to the London Stock Exchange Limited (the "London Stock Exchange") and the Luxembourg Stock Exchange for Notes issued under the Programme during the period of 12 months from the date of this Information Memorandum to be admitted to the Official List of the London Stock Exchange and/or listed on the Luxembourg Stock Exchange. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set out in a pricing supplement (the "Pricing Supplement") which, with respect to Notes to be admitted to the Official List of the London Stock Exchange and/or listed on the Luxembourg Stock Exchange, will be delivered to the London Stock Exchange and/or the Luxembourg Stock Exchange, as the case may be, on or before the date of issue of the Notes of such Tranche.

The Programme provides that Notes may be listed on such other or further stock exchange(s) as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer and specified in the relevant Pricing Supplement. In particular, Notes denominated in Australian dollars and issued in the domestic Australian capital markets ("Australian Domestic Notes") may be listed on the Australian Stock Exchange Limited.

See "Risk Factors" for a discussion of certain factors to be considered in connection with an investment in Credit Linked, Equity Linked or other structured Notes which may be issued by AN Structured Issues Limited ("ANSIL") under the Programme.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "Securities Act") and may not be offered or sold in the United States or to, or for the benefit of, U.S. persons unless the Notes are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. Notes issued by ANSIL may not be offered or sold in the United States or to, or for the benefit of, U.S. Persons. See "Form of the Notes" for a description of the manner in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer - see "Subscription and Sale and Transfer and Selling Restrictions".

The relevant Issuer, the Guarantor and the Trustee (as defined herein) may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event (in the case of Notes to be admitted to the Official List of the London Stock Exchange or listed on the Luxembourg Stock Exchange) a supplementary Information Memorandum, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Arranger

LEHMAN BROTHERS

Dealers

CREDIT SUISSE FIRST BOSTON
DEUTSCHE BANK
LEHMAN BROTHERS
J.P. MORGAN SECURITIES LTD.
NOMURA INTERNATIONAL
SALOMON SMITH BARNEY INTERNATIONAL

DAIWA SBCM EUROPE
GOLDMAN SACHS INTERNATIONAL
MERRILL LYNCH INTERNATIONAL
MORGAN STANLEY DEAN WITTER
PARIBAS
WARBURG DILLON READ

The date of this Information Memorandum is 12th November, 1999.

In this document references to “ANTS” are references to Abbey National Treasury Services plc; references to “ANTIL” are references to Abbey National Treasury International Limited; references to “ANSIL” are references to AN Structured Issues Limited; references to the “Issuer” and the “Issuers” are references to ANTS, ANTIL or ANSIL (as issuer of the relevant Notes) or each of them as the context requires; references to “Abbey National” and the “Guarantor” are references to Abbey National plc; and references to the “ANTS Group” are references to ANTS and its subsidiaries and references to the “Group” are references to Abbey National and its subsidiaries.

The Issuers and the Guarantor accept responsibility for the information contained in this Information Memorandum. To the best of the knowledge and belief of the Issuers and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Copies of this Information Memorandum, which comprises listing particulars approved by the London Stock Exchange as required by the Financial Services Act 1986 (the “Listing Particulars”) in relation to Notes listed on the London Stock Exchange and issued during the period of 12 months from the date of this Information Memorandum, have been delivered for registration to the Registrar of Companies in England and Wales as required by section 149 of that Act. Copies of each Pricing Supplement (in the case of Notes to be admitted to the Official List of the London Stock Exchange) will be available from FT Business Research Centre, operated by FT Electronic Publishing at Fitzroy House, 13-15 Epworth Street, London EC2A 4DL and (in the case of Notes to be admitted to the Official List of the London Stock Exchange or to be listed on the Luxembourg Stock Exchange) from the specified office set out below of the Principal Paying Agent (as defined below), from the specified office set out below of the Luxembourg Paying Agent and from the registered office of the Guarantor.

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “Documents Incorporated by Reference”) (provided, however, that in relation to Notes listed on the London Stock Exchange such incorporated documents do not form part of the Listing Particulars). This Information Memorandum shall, in relation to Notes to be listed on the Luxembourg Stock Exchange, be read and construed on the basis that such documents are incorporated in, and form part of, this Information Memorandum, and shall, in relation to Notes listed on the London Stock Exchange and save as specified herein, be read and construed on the basis that such documents are so incorporated in, and form part of, this Information Memorandum but do not form part of the Listing Particulars.

Neither the Dealers nor the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Information Memorandum or any other information provided by the Issuers or the Guarantor in connection with the Programme. No Dealer or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Information Memorandum or any other information provided by the Issuers or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuers or the Guarantor to give any information or to make any representation not contained in or not consistent with this Information Memorandum or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Guarantor, any of the Dealers or the Trustee.

Neither this Information Memorandum nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuers, the Guarantor, any of the Dealers or the Trustee that any recipient of this Information Memorandum or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer and/or the Guarantor. Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuers,

the Guarantor, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Information Memorandum nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuers and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia* the most recently published documents incorporated by reference in this Information Memorandum when deciding whether or not to purchase any Notes.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to or for the account or benefit of United States persons, except in certain transactions permitted by U.S. tax regulations. Notes issued by ANSIL may not be offered, sold or delivered within the United States or its possessions or to or for the account or benefit of United States persons. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and the regulations promulgated thereunder.

This Information Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Information Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers, the Guarantor, the Dealers and the Trustee do not represent that this Information Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuers, the Guarantor, the Dealers or the Trustee (save for the approval of this document as listing particulars by the London Stock Exchange and delivery of copies of this document to the Registrar of Companies in England and Wales, to the Luxembourg Stock Exchange and to the Registrar of Companies in Jersey) which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Information Memorandum or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Information Memorandum and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in the United States, the United Kingdom, Australia, France, Germany, Japan, Jersey and the Netherlands, see "Subscription and Sale and Transfer and Selling Restrictions".

In making an investment decision, investors must rely on their own examination of the relevant Issuer and the Guarantor and the terms of the Notes being offered, including the merits and risks involved.

None of the Dealers, the Issuers, the Guarantor and the Trustee makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should satisfy itself that it is able to bear the economic risk of an investment in the Notes for an indefinite period of time.

U.S. INFORMATION

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Information Memorandum or confirmed the accuracy or determined the adequacy of the information contained in this Information Memorandum. Any representation to the contrary is unlawful.

This Information Memorandum may be distributed on a confidential basis in the United States to a limited number of QIBs (as defined under “Form of the Notes”) for informational use solely in connection with the consideration of the purchase of the Notes (other than Notes issued by ANSIL) being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Notes may be offered or sold within the United States only to QIBs in transactions exempt from the registration requirements under the Securities Act. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act (“Rule 144A”).

Each purchaser or holder of Notes represented by a Rule 144A Global Note or any Notes issued in registered form in exchange or substitution therefor (together “Restricted Notes”) will be deemed, by its acceptance or purchase of any such Restricted Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in “Subscription and Sale and Transfer and Selling Restrictions”. Unless otherwise stated, terms used in this paragraph have the meanings given to them in “Form of the Notes”.

AVAILABLE INFORMATION

If the Guarantor ceases to be a reporting company under the Exchange Act (as defined below), to permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are “restricted securities” within the meaning of the Securities Act, each Issuer has undertaken in the Trust Deed to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, such Issuer and the Guarantor are neither reporting companies under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, (the “Exchange Act”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder. The Guarantor is currently a reporting company under the Exchange Act.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

ANTS and the Guarantor are companies incorporated in England. ANTIL and ANSIL are companies incorporated in Jersey. All of their directors reside outside the United States and all or a substantial portion of the assets of each Issuer and the Guarantor are located outside the United States. As a result, it may not be possible for investors to effect service of process outside England or, as the case may be, Jersey upon an Issuer or the Guarantor, or to enforce judgments against them obtained in the United States predicated upon civil liabilities of the relevant Issuer or the Guarantor or such directors under laws other than English or, as the case may be, Jersey, including any judgment predicated upon United States federal securities laws. The Issuers and the Guarantor have been advised by Slaughter and May, their English solicitors and Ogier & Le Masurier, Jersey lawyers to ANTIL and ANSIL, that there is doubt as to the enforceability in England and Jersey, respectively in original actions or in actions for enforcement of judgments of United States courts of civil liabilities predicated solely upon the federal securities laws of the United States.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

All references in this document to “U.S. dollars”, “U.S.\$” and “\$” are to the currency of the United States of America, to “Sterling” and “£” are to the currency of the United Kingdom, to “Australian dollars” and “A\$” are to the currency of Australia and to “euro” and “€” are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union.

Each Issuer and the Guarantor maintains its financial books and records and prepares its financial statements in Sterling in accordance with generally accepted accounting principles in the United Kingdom (“UK GAAP”) which differ in certain important respects from generally accepted accounting principles in the United States (“U.S. GAAP”).

RISK FACTORS

ANSIL may issue Credit Linked, Equity Linked or other structured Notes under the Programme, including where the amount of principal and/or interest payable in respect of such Notes, and payable by the Guarantor under its guarantee thereof, is based on the price, value, performance or some other factor relating to an asset or other property (a “Reference Asset”) and/or the creditworthiness of, performance of obligations by or some other factor relating to, another entity (a “Reference Entity”), each as indicated in the applicable Pricing Supplement. In addition, ANSIL may (as indicated in the applicable Pricing Supplement) be entitled to redeem such Notes either by payment of a cash amount (“Cash-Settled Notes”) and/or by physical delivery of all or part of the Reference Asset or of some other asset or property (“Physically-Settled Notes”).

In certain circumstances (as indicated in the applicable Pricing Supplement), the cash amount payable on Cash-Settled Notes, or the value of assets or property deliverable on Physically-Settled Notes, on redemption of such Notes (whether at maturity or otherwise) may be less than the principal amount of the Notes together with any accrued interest and may in certain circumstances be zero. Moreover, each interest-bearing Note may cease to bear interest from the interest payment date immediately preceding the date of occurrence of the event giving rise to early redemption of the Notes.

The obligations of ANSIL are fully and unconditionally guaranteed by the Guarantor. It should however be noted that this guarantee extends only to amounts which have become due and payable in accordance with the terms of the relevant Credit Linked, Equity Linked or other structured Note. It is not a guarantee that any amount will become due and payable.

Purchasers of such Notes are deemed to have sufficient knowledge, experience and professional advice to make their own investment decisions including their own legal, financial, tax, accounting and other business evaluation of the risks and merits of investment in such Notes and should ensure that they fully understand the risks associated with investments of this nature which are intended to be sold only to sophisticated investors. Purchasers of Notes are solely responsible for making their own independent appraisal of and investigation into the business, financial condition, prospects, creditworthiness, status and affairs of any Reference Entity or Reference Asset.

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In connection with the issue and distribution of any Tranche of Notes (as defined below), the Dealer (if any) disclosed as the stabilising manager in the applicable Pricing Supplement may, in accordance with all applicable laws and regulations, over-allot or effect transactions which stabilise or maintain the market price of the Notes of the Series (as defined below) of which such Tranche forms part at a level which might not otherwise prevail, but in doing so such stabilising manager shall be acting as principal and not as agent of the relevant Issuer. Such stabilising, if commenced, may be discontinued at any time. Such stabilising may include the purchase of Notes to stabilise their market price, the purchase of Notes to cover some or all of a short position in the Notes maintained by the stabilising manager and the imposition of penalty bids. For a description of these activities, see “Subscription and Sale and Transfer and Selling Restrictions”.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and to form part of, this Information Memorandum (provided, however, that in relation to Notes listed on the London Stock Exchange such incorporated documents do not form part of the Listing Particulars):

- (1) the most recently published audited consolidated and non-consolidated annual financial statements and, if published later, the most recently published interim consolidated and non-consolidated financial statements (if any) of each of the Issuers and the Guarantor (see “General Information” for a description of the financial statements currently published by each of the Issuers and the Guarantor) and the most recently published Guarantor’s report on Form 20-F as filed with the U.S. Securities and Exchange Commission as the same may be amended from time to time; and
- (2) all supplements or amendments to this Information Memorandum circulated by the Issuers and/or the Guarantor from time to time,

save that any statement contained herein or incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum (but in relation to Notes listed on the London Stock Exchange not the Listing Particulars) to the extent that a subsequent statement which is incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuers and the Guarantor will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference (save that a Pricing Supplement relating to an unlisted Tranche will only be available upon proof satisfactory as to identity of a relevant Noteholder) unless such documents have been modified or superseded as specified above. Requests for such documents should be directed either to the Issuers or to the Guarantor at their respective offices set out at the end of this Information Memorandum. In addition, such documents will be available from the principal office in England of Abbey National Treasury Services plc in its capacity as listing agent (the “London Listing Agent”) for Notes listed on the London Stock Exchange and the principal office in Luxembourg of Kredietbank S.A. Luxembourgeoise in its capacity as listing agent (the “Luxembourg Listing Agent”) for Notes listed on the Luxembourg Stock Exchange. In addition, in relation to Notes listed on such other or further stock exchange(s), such documents will be available from such other offices as are specified in the applicable Pricing Supplement.

The Issuers and the Guarantor have also undertaken to the Dealers in the Programme Agreement (as defined in “Subscription and Sale and Transfer and Selling Restrictions”) to comply with sections 147 and 149 of the Financial Services Act 1986.

The Issuers and the Guarantor will, in connection with the listing of the Notes on the Luxembourg Stock Exchange, so long as any Note remains outstanding and listed on such exchange, in the event of any material adverse change in the condition of any of the Issuers or the Guarantor which is not reflected in this Information Memorandum, prepare a supplement to this Information Memorandum or publish a new information memorandum for use in connection with any subsequent issue of Notes to be listed on the Luxembourg Stock Exchange.

If the terms of the Programme are modified or amended in a manner which would make this Information Memorandum, as so modified or amended, inaccurate or misleading, a new or supplemental Information Memorandum will be prepared.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, each Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. A summary of the terms and conditions of the Programme and of the Notes appears below. The applicable terms of any Notes will be agreed between the relevant Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, attached to, or incorporated by reference into, the Notes, as modified and supplemented by the applicable Pricing Supplement attached to, or endorsed on, such Notes, as more fully described under “Form of the Notes”.

This Information Memorandum and any supplement will only be valid for listing Notes on the London Stock Exchange and/or the Luxembourg Stock Exchange during the period of 12 months from the date of this Information Memorandum in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme and the aggregate nominal amount of notes then outstanding under the Original Programme, does not exceed U.S.\$15,000,000,000 or its Equivalent (as defined below) in other currencies. For the purpose of calculating the U.S. dollar equivalent of the aggregate nominal amount of Notes issued under the Programme from time to time:

1. the U.S. dollar equivalent (the “Equivalent”) of Notes denominated in another Specified Currency (as defined under “Form of Notes”) shall be determined by the Principal Paying Agent (as defined under “Terms and Conditions of the Notes”) as of the Issue Date (as defined under “Terms and Conditions of the Notes”) of any Notes on the basis of the spot rate for the sale of the U.S. dollar against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Principal Paying Agent on the relevant day of calculation;
2. the Equivalent of Dual Currency Notes, Index Linked Notes, Zero Coupon/Discount Notes and Partly Paid Notes (each as defined in “Form of Notes”) shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes (in the case of Partly Paid Notes regardless of the subscription price paid).

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Information Memorandum and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this summary.

Issuers:	Abbey National Treasury Services plc Abbey National Treasury International Limited AN Structured Issues Limited
Guarantor:	Abbey National plc
Description:	Euro Medium Term Note Programme
Arranger:	Lehman Brothers International (Europe)
Dealers:	Credit Suisse First Boston (Europe) Limited Daiwa Securities SB Capital Markets Europe Limited Deutsche Bank AG London Goldman Sachs International Lehman Brothers International (Europe) Merrill Lynch International J.P. Morgan Securities Ltd. Morgan Stanley & Co. International Limited Nomura International plc Paribas Salomon Brothers International Limited UBS AG, acting through its division Warburg Dillon Read and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “Subscription and Sale and Transfer and Selling Restrictions”) including the following restrictions applicable at the date of this Information Memorandum.

Swiss Francs

Issues of Notes denominated in Swiss francs or carrying a Swiss franc-related element with a maturity of more than one year (other than Notes privately placed with a single investor with no publicity) will be effected in compliance with the relevant regulations of the Swiss National Bank based on article 7 of the Federal Law on Banks and Savings Banks of 8th November, 1934 (as amended) and article 15 of the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995 in connection with article 2, paragraph 2 of the Ordinance of the Federal Banking Commission on Stock Exchanges and Securities Trading of 2nd December, 1996. Under the said regulations, the relevant Dealer or, in the case of a syndicated issue, the lead manager (the “Swiss Dealer”), must be a bank domiciled in Switzerland or Liechtenstein (which includes branches or subsidiaries of a foreign bank located in Switzerland) or a securities dealer duly licensed by the Swiss Federal Banking Commission pursuant to the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995. The Swiss Dealer must report certain details of the relevant transaction to the Swiss National Bank no later than the Issue Date of the relevant Notes.

Sterling

ANTS is an “authorised institution” under the Banking Act 1987 of the United Kingdom, and may issue Notes under the Programme in respect of which the issue proceeds are accepted by it in the United Kingdom without the need to comply with the regulations made under section 4 of the Banking Act 1987. Issues of Notes (including Notes denominated in Sterling), the issue proceeds of which are accepted by ANTIL or ANSIL in the United Kingdom, shall comply with all applicable laws and regulations (as amended from time to time) of United Kingdom authorities. See “Banking Act 1987 (Exempt Transactions) Regulations 1997” under “General Information”.

Australian dollars

Notes denominated in Australian dollars may only be issued in the Australian domestic capital markets by entities authorised as banks in their home jurisdiction in accordance with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23rd September, 1996 as contained in the Banking (Exemption) Order No. 82 which requires all offers and transfers to be for a consideration of at least A\$500,000.

ANTS may issue Notes denominated in Australian dollars in the Australian domestic capital markets (“Australian Domestic Notes”) in accordance with these requirements.

Australian Domestic Notes:

- will be issued in inscribed form, constituted by a separate deed poll governed by the laws of New South Wales, Australia and take the form of entries on a register to be maintained by an Australian registrar to be appointed by ANTS;
- will provide for payments of principal and interest to be made in Sydney;
- will provide for ANTS to submit to the jurisdiction of the courts of New South Wales and appoint an agent for the service of process in New South Wales;
- may be listed on the Australian Stock Exchange Limited; and
- will be eligible for lodgement into the Austraclear System.

The requirements of Banking (Exemption) Order No. 82 do not apply to transfers of Australian Domestic Notes which occur outside Australia.

It is not intended that either ANTIL or ANSIL will issue Australian Domestic Notes.

Trustee:

The Law Debenture Trust Corporation p.l.c.

Issuing and Principal Paying Agent:

Citibank, N.A., London and/or such other agent(s) specified in the applicable Pricing Supplement.

Registrar:

Citibank AG, or such other registrar as may be specified in the applicable Pricing Supplement.

Programme Size:

Up to U.S.\$15,000,000,000 (or its Equivalent) outstanding at any time. The Issuers and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.

Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, any currency indicated in the applicable Pricing Supplement.
Redenomination:	The applicable Pricing Supplement may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination, and any renominatisation, reconventioning and/or consolidation with other Notes denominated in euro, will be set out in full in the applicable Pricing Supplement.
Maturities:	Subject to any applicable legal or regulatory restrictions and the rules from time to time of any relevant central bank (or equivalent body) such maturities as indicated in the applicable Pricing Supplement.
Issue Price:	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	The Notes will be issued in bearer or registered (or inscribed) form as described in “Form of the Notes”. Registered Notes will not be exchangeable for Bearer Notes or <i>vice versa</i> .
Fixed Rate Notes:	Interest on Fixed Rate Notes will be payable on such date or dates as indicated in the applicable Pricing Supplement and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <ol style="list-style-type: none"> (1) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 1991 ISDA Definitions (as supplemented by the 1998 Supplement) and the 1998 ISDA Euro Definitions (each as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or (2) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or (3) on such other basis as indicated in the applicable Pricing Supplement. <p>The Margin (if any) relating to such floating rate will be indicated in the applicable Pricing Supplement for each Series of Floating Rate Notes.</p>
Index Linked Notes:	<p>Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as indicated in the applicable Pricing Supplement.</p> <p>Index Linked Notes which are issued as an <i>appel public à l'épargne</i> in France must be issued in compliance with the <i>Principes Généraux</i> from time to time set by the COB and the <i>Conseil des Bourses de Valeurs</i> or any successor body thereto.</p>
Credit Linked, Equity Linked and other structured Notes:	ANSIL may issue Credit Linked, Equity Linked and other structured Notes where payments of principal and/or interest will be calculated by reference to the price, value, performance or some other factor relating

to one or more Reference Assets and/or the creditworthiness of, performance of obligations by or some other factor relating to one or more Reference Entities, as set out in the applicable Pricing Supplement. Credit Linked, Equity Linked and other structured Notes may be issued as Cash-Settled Notes or Physically-Settled Notes or a combination of both, as set out in the applicable Pricing Supplement.

Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:

Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction as is indicated in the applicable Pricing Supplement.

Dual Currency Notes:

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as indicated in the applicable Pricing Supplement.

Zero Coupon/Discount Notes:

Zero Coupon Notes and Discount Notes will be offered and sold at a discount to their nominal amount and, in the case of Zero Coupon Notes, will not bear interest.

Partly-Paid Notes:

Notes may be issued on a partly paid basis in which case interest will accrue on the paid-up amount of such Notes or on such other basis as may be agreed between the relevant Issuer and the relevant Dealer and indicated in the applicable Pricing Supplement.

Redemption:

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity or automatically upon the occurrence of certain specified events and at a price or prices and on such other terms as may be agreed between the relevant Issuer and the relevant Dealer.

The applicable Pricing Supplement may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) issued by ANTIL or ANSIL in respect of which the issue proceeds are to be accepted by ANTIL or ANSIL in the United Kingdom must have a minimum redemption amount of £100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until the third anniversary of their Issue Date and are to be listed on the London Stock Exchange or another stock exchange of a country within the European Economic Area (an "EEA Exchange").

Denomination of Notes:

Notes will be issued in such denominations as indicated in the applicable Pricing Supplement save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) issued by ANTIL or ANSIL in respect of which the issue proceeds are to be accepted by ANTIL or ANSIL in the United Kingdom will have a minimum denomination of £100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until the third anniversary of their Issue Date and are to be listed on the London Stock Exchange or on another EEA Exchange.

Although there is no minimum denomination for Australian Domestic Notes, the minimum subscription price for Australian Domestic Notes will be A\$500,000.

Notes issued by ANSIL will have a minimum denomination of U.S.\$100,000.

No sales of Restricted Notes in the United States to any one purchaser will be for less than U.S.\$100,000.

- Taxation:** All payments in respect of the Notes will be made without withholding of or deduction for or on account of withholding taxes imposed by the relevant tax jurisdiction, subject as provided in Condition 8. In the event that any such withholding or deduction is made, the relevant Issuer or, as the case may be, the Guarantor will, save in certain circumstances provided in Condition 8, be required to pay additional amounts to cover the amounts so deducted.
- Negative Pledge:** The terms of the Notes will contain a negative pledge provision as further described in Condition 4.
- Cross Default:** The terms of the Notes will contain a cross default provision as further described in Condition 10.
- Status of the Notes:** The Notes will constitute direct, unconditional and, subject to the provisions of Condition 4, unsecured obligations of the relevant Issuer and will rank without preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the relevant Issuer, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.
- Guarantee:** The Notes will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under such guarantee will constitute direct, unconditional and, subject to the provisions of Condition 4, unsecured obligations of the Guarantor and will rank without any preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.
- Rating:** Notes to be issued by ANTS and ANTIL under the Programme are, as of 12th November, 1999, rated Aa2 in respect of Notes with a maturity of more than one year and P-1 in respect of Notes with a maturity of one year or less by Moody's Investor Service, Inc. ("Moody's"), AA in respect of Notes with a maturity of more than one year and A-1+ in respect of Notes with a maturity of one year or less by Standard & Poor's Rating Services, a Division of the McGraw-Hill Companies Inc. ("Standard & Poor's") and AA in respect of Notes with a maturity of more than one year and F1+ in respect of Notes with a maturity of one year or less by Fitch International Bank Credit Analysis ("Fitch IBCA").

Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the ratings referred to above. In particular, Credit Linked, Equity Linked and other structured Notes may have a different rating to the ratings referred to above. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the relevant rating agency.

Listing:

Application has been made to list the Notes issued under the Programme on the London Stock Exchange and the Luxembourg Stock Exchange. The Notes may also be listed on such other or further stock exchange(s) as indicated in the applicable Pricing Supplement in relation to each Series. In particular, Australian Domestic Notes may be listed on the Australian Stock Exchange.

Unlisted Notes may also be issued.

The applicable Pricing Supplement will state whether or not the relevant Notes are to be listed and, if so, on which stock exchange(s).

Governing Law:

The Notes will be governed by, and construed in accordance with, English law except that Australian Domestic Notes will be governed by, and construed in accordance with, the laws of New South Wales, Australia.

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the United Kingdom, Australia, France, Germany, Japan, Jersey and The Netherlands and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes – see “Subscription and Sale and Transfer and Selling Restrictions”.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form or registered (or inscribed) form. Bearer Notes will be issued outside the United States in reliance on Regulation S under the Securities Act (“Regulation S”) and Registered Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A.

Bearer Notes

Each Tranche of Bearer Notes will be initially represented by either a temporary bearer global note (a “Temporary Bearer Global Note”) or a permanent bearer global note (a “Permanent Bearer Global Note”) and, together with the Temporary Bearer Global Note, the “Bearer Global Notes”) as indicated in the applicable Pricing Supplement, which, in either case, will be delivered on or prior to the Issue Date of the Tranche to a common depository (the “Common Depository”) for Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear System (“Euroclear”) and Cedelbank. Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Cedelbank and Euroclear and/or Cedelbank, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

In respect of each Tranche of Notes in respect of which a Temporary Bearer Global Note is issued, on and after the date (the “Exchange Date”) which is 40 days after the Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein for either:

- (i) interests in a Permanent Bearer Global Note of the same Series, or
- (ii) definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement).

In each case such exchange shall be made against certification of beneficial ownership as described above, unless such certification has already been given. Purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due presentation and certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Cedelbank against presentation or surrender (as the case may be) of the Permanent Bearer Global Note without any requirement for certification.

The applicable Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon either:

- (1) not less than 60 days’ written notice from Euroclear and/or Cedelbank (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent, or
- (2) only upon the occurrence of an Exchange Event.

No definitive Bearer Notes will be sent by post or otherwise delivered to any location in the United States or its possessions in connection with such exchange.

For these purposes, “Exchange Event” means that:

- (1) an Event of Default (as defined in Condition 10) has occurred and is continuing,
- (2) the relevant Issuer has been notified that both Euroclear and Cedelbank have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent and the Trustee is available, or
- (3) the relevant Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form.

The relevant Issuer will promptly give notice to the Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Cedelbank (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (3) above, the relevant Issuer or the Guarantor may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

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

Bearer Notes will not be issued in the Australian domestic capital markets.

Registered Notes

Registered Notes may be offered and sold in reliance on Regulation S or in reliance on Rule 144A.

Registered Notes offered and sold in reliance on Regulation S may only be offered and sold to non-U.S. persons outside the United States and will initially be represented by a global note in registered form, without receipts, interest coupons or talons (a “Regulation S Global Note”) which will be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Cedelbank. Prior to expiry of the Distribution Compliance Period (as defined in “Terms and Conditions of the Notes”) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear or Cedelbank and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

Registered Notes offered and sold in reliance on Rule 144A may only be offered and sold in the United States or to U.S. persons in private transactions to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act (“QIBs”) and will be represented by a global note in registered form, without receipts, interest coupons or talons (a “Rule 144A Global Note” and, together with a Regulation S Global Note, the “Registered Global Notes”) which will be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company (“DTC”).

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in registered form.

The Rule 144A Global Note will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person(s) shown on the Register on the relevant Record Date (each as defined in Condition 6(d)) as the registered holder(s) of the Registered Global Notes. None of the relevant Issuer, the Guarantor, the Trustee, any Paying Agent and the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6(d)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “Exchange Event” means that:

- (1) an Event of Default (as defined in Condition 10) has occurred and is continuing;
- (2) in the case of Notes represented by a Rule 144A Global Note only, DTC has notified the relevant Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent, the Registrar and the Trustee is available;
- (3) in the case of Notes represented by a Rule 144A Global Note only, DTC has ceased to constitute a clearing agency registered under the Exchange Act or in the case of Notes represented by a Regulation S Global Note only, the relevant Issuer has been notified that both Euroclear and Cedelbank have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no alternative clearing system satisfactory to the relevant Issuer, the Principal Paying Agent, the Registrar and the Trustee is available; or
- (4) the relevant Issuer or the Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form.

The relevant Issuer will promptly give notice to the Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Cedelbank (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (4) above, the relevant Issuer or the Guarantor may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

Australian Domestic Notes will be issued in inscribed form. Such Notes will be constituted by a separate deed poll to be made by ANTS and will take the form of entries on a register to be maintained by an Australian registrar to be appointed by the relevant Issuer, all as more fully described in the applicable Pricing Supplement.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Cedelbank, in each case to the extent applicable. **Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “Subscription and Sale and Transfer and Selling Restrictions”.**

General

Pursuant to the Agency Agreement (as defined under “Terms and Conditions of the Notes”), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS assigned to Notes of any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period (as defined in “Terms and Conditions of the Notes”) applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Bearer Global Note or a Regulation S Global Note held on behalf of or, as the case may be, registered in the name of a common nominee for, Euroclear, and/or Cedelbank, each person (other than Euroclear or Cedelbank) who is for the time being shown in the records of Euroclear or of Cedelbank as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Cedelbank as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Transfer Agents and the Registrar as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Regulation S Global Note shall be treated by the Issuer, the Guarantor, the Trustee, the Paying Agents, the Transfer Agents and the Registrar as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Rule 144A Global Note registered in the name of DTC or its nominee, each person who is for the time being shown in the records of DTC or such nominee as the holder of a particular nominal amount of such Notes shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Paying Agents, the Registrar and the Transfer Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose DTC or, in the case of payments only, its nominee shall be treated by the relevant Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Paying Agents, the Registrar and the Transfer Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Rule 144A Global Note; and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Any reference herein to DTC, Euroclear and/or Cedelbank shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Pricing Supplement or otherwise approved by the relevant Issuer, the Guarantor, the Principal Paying Agent, the Registrar and the Trustee.

Any reference herein to the common depositary shall, whenever the context so permits, be deemed to include references to any successor common depositary or any additional or alternative common depositary as is approved by the relevant Issuer, the Guarantor, the Principal Paying Agent, the Registrar and the Trustee.

Any reference herein to the common nominee shall, whenever the context so permits, be deemed to include references to any successor common nominee or any additional or alternative common nominee as is approved by the relevant Issuer, the Guarantor, the Principal Paying Agent, the Registrar and the Trustee.

Form of Pricing Supplement

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.

[Date]

[**ABBEY NATIONAL TREASURY SERVICES plc/
ABBEY NATIONAL TREASURY INTERNATIONAL LIMITED/
AN STRUCTURED ISSUES LIMITED**]

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Guaranteed by Abbey National plc
under the U.S.\$15,000,000,000
Euro Medium Term Note Programme**

[The Notes constitute [commercial paper/shorter term debt securities/longer term debt securities]* issued in accordance with regulations made under section 4 of the Banking Act 1987. The Issuer of the Notes is not an authorised institution or a European authorised institution (as such terms are defined in the Banking Act 1987 (Exempt Transactions) Regulations 1997). Repayment of the principal and payment of any interest or premium in connection with the Notes has been guaranteed by Abbey National plc, which is an authorised institution but not a European authorised institution.]**

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Information Memorandum dated []. This Pricing Supplement is supplemental to and must be read in conjunction with such Information Memorandum.

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

1. (i) Issuer: []
(ii) Guarantor: Abbey National plc
2. [(i)] Series Number: [A/B] []
[(ii)] Tranche Number: []
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount:
(i) Tranche: []
(ii) Series: []
5. Issue Price of Tranche: [] per cent.
6. Specified Denominations: []
(in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)

* Include “commercial paper” if Notes must be redeemed before their first anniversary. Include “shorter term debt securities” if Notes may not be redeemed before their first anniversary but must be redeemed before their third anniversary. Include “longer term debt securities” if Notes may not be redeemed before their third anniversary.

** Unless otherwise permitted, text to be included for all Notes (including Notes denominated in Sterling) issued by Abbey National Treasury International Limited or by AN Structured Issues Limited in respect of which the issue proceeds are accepted by Abbey National Treasury International Limited or by AN Structured Issues Limited in the United Kingdom.

7. [(i)] Issue Date: []
 [(ii)] Interest Commencement Date (if different from the Issue Date): []
8. Maturity Date: [Fixed rate — specify date/
 Floating rate — Interest Payment Date falling in
 [specify month]]
9. Interest Basis: [Fixed Rate]
 [Floating Rate]
 [Zero Coupon/Discount]
 [Index Linked Interest]
 [specify other]
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
 [Index Linked Redemption]
 [Dual Currency]
 [Partly Paid]
 [Instalment]
 [specify other]
11. Change of Interest Basis or Redemption/
 Payment Basis: [Specify details of any provision for change of
 Notes into another Interest Basis or Redemption/
 Payment Basis]
12. Put/Call Options: [Investor Put]
 [Issuer Call]
 [(further particulars specified below)]
13. Listing: [London/Luxembourg/specify other/None]
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate(s) of Interest: [] per cent. per annum [payable [annually/
 semi-annually/quarterly] in arrear]
- (ii) Interest Payment Date(s): [] in each year
- (iii) Fixed Coupon Amount(s): [] per [Specified Denomination] in
 nominal amount
- (iv) Broken Amount(s): [Insert particulars of any initial or final broken
 interest amounts which do not correspond with the
 Fixed Coupon Amount]
- (v) Day Count Fraction: [30/360 or Actual/Actual or specify other]
 (NB: if interest is not payable on a regular basis (for
 example, if there are Broken Amounts specified)
 Actual/Actual (ISMA) may not be a suitable Day
 Count Fraction)
- (vi) Other terms relating to the method
 of calculating interest for Fixed
 Rate Notes: [None/Give details]
16. **Floating Rate Note Provisions** [Applicable/Not Applicable]
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Specified Period(s)/Specified Interest Payment Dates: []
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/
[specify other]]
[adjusted/unadjusted]
- (iii) Additional Business Centre(s): []
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/
specify other]
- (v) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): []
- (vi) Screen Rate Determination:
- [(A) Reference Rate: []
 (Either LIBOR, EURIBOR or other, although additional information is required if other — including fallback provisions in the Agency Agreement)
- [(B) Interest Determination Date(s): []
 (Second London business day prior to the start of each Interest Period if LIBOR other than sterling or euro LIBOR), first day of each Interest Period if sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- [(C) Relevant Screen Page: []
 (In the case of EURIBOR, if not Telerate Page 248 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (vii) ISDA Determination:
- [(A) Floating Rate Option: []
- [(B) Designated Maturity: []
- [(C) Reset Date: []
- (viii) Margin(s): [+/-] [] per cent. per annum
- (ix) Minimum Rate of Interest: [] per cent. per annum
- (x) Maximum Rate of Interest: [] per cent. per annum
- (xi) Day Count Fraction: [Actual/Actual (ISMA)
Actual/365
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
Other]
(See Condition 5 for alternatives)

- (xii) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. **Zero Coupon/Discount Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Accrual Yield: [] per cent. per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining amount payable: []
(Consider applicable day count fraction if euro denominated)
- (iv) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7(e)(iii) and 7(j) apply/specify other]
18. **Index Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Index/Formula: [give or annex details]
- (ii) Calculation Agent responsible for calculating the principal and/or interest due: []
- (iii) Provisions for determining coupon where calculation by reference to Index and/or Formula is impossible or impracticable: []
- (iv) Specified Period(s)/Specified Interest Payment Dates: []
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/
[specify other]
[adjusted/unadjusted]
- (vi) Additional Business Centre(s): []
- (vii) Minimum Rate of Interest: [] per cent. per annum
- (viii) Maximum Rate of Interest: [] per cent. per annum
- (ix) Day Count Fraction: []
19. **Dual Currency Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest payable: []

- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
- (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

20. Issuer Call [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): []
- (iii) If redeemable in part:
- (1) Minimum Redemption Amount: []
- (2) Higher Redemption Amount: []
- (iv) Notice period (if other than as set out in the Conditions): []

21. Investor Put [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): []
- (iii) Notice period (if other than as set out in the Conditions): []

22. Final Redemption Amount [Nominal Amount/specify other/see Appendix]

23. Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(e)): []

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Bearer Notes:
Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event].

[Temporary Bearer Global Note exchangeable for Definitive Notes on and after the Exchange Date.]

[Permanent Bearer Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event.]]

[Registered Notes:

Regulation S Global Note ([] of the Aggregate Nominal Amount)/Rule 144A Global Note ([] of the Aggregate Nominal Amount)]

25. Additional Financial Centre(s) or other special provisions relating to Payment Dates:

[Not Applicable/give details]
(Note that this item relates to the place of payment and not Interest Period end dates to which item 16(iii) relates)

26. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature):

[Yes/No. If yes, give details]

27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:

[Not Applicable/give details. NB: new forms of Global Notes may be required for Partly Paid issues.]

28. Details relating to Instalment Notes: Instalment Amount:

[Not Applicable/give details]

Instalment Date(s)

[Not Applicable/give details]

29. Redenomination applicable:

Redenomination [not] applicable
(if Redenomination is applicable, specify the terms of Redenomination in an Annex to the Pricing Supplement)

30. Other terms or special conditions:

[Not Applicable/give details]

DISTRIBUTION

31. (i) If syndicated, names of Managers:

[Not Applicable/give names]

(ii) Stabilising Manager (if any):

[Not Applicable/give name]

32. If non-syndicated, name of relevant Dealer:

[]

33. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:

[TEFRA D/TEFRA C/TEFRA not applicable]

34. Additional selling restrictions:

[Not Applicable/give details]

OPERATIONAL INFORMATION

35. Any clearing system(s) other than Euroclear and Cedelbank and the relevant identification number(s):

[Not Applicable/give name(s) and number(s)]

36. Delivery:

Delivery [against/free of] payment

37. Additional Paying Agent(s) (if any);

[]

[Notes in respect of which the issue proceeds are accepted by Abbey National Treasury International Limited or AN Structured Issues Limited in the United Kingdom and which are to be listed. The text set out below may be deleted if Abbey National Treasury International Limited or AN Structured Issues Limited is relying on any of Regulation 13(4)(c) to (g)]

[Abbey National Treasury International Limited/AN Structured Issues Limited] confirms that it:

- (1) has complied with its obligations under the relevant rules (as defined in the Banking Act 1987 (Exempt Transactions) Regulations 1997) in relation to the admission to and continuing listing of Notes issued under the Programme and of any previous issues made under it and listed on the same exchange as the Programme;
- (2) will have complied with its obligations under the relevant rules in relation to the admission to listing of such Notes by the time when such Notes are so admitted;
- (3) has not, since the last publication, if any, in compliance with the relevant rules of information about the Programme, any previous issues made under it and listed on the same exchange as the Programme, or the Notes, having made all reasonable enquiries, become aware of any change in circumstances which could reasonably be regarded as significantly and adversely affecting its ability to meet its obligations as Issuer in respect of the Notes as they fall due[; and
- (4) has complied and will continue to comply with its obligations under the Regulations to lodge all relevant information (as defined in the Regulations) in relation to any such Notes with the London Stock Exchange Limited. - *Not relevant for London Listed Notes*]

ISIN: []
Common Code: []
(insert here any other relevant codes such as CUSIP and CINS numbers)

[LISTING APPLICATION

This Pricing Supplement comprises the details required to list the issue of Notes described herein pursuant to the listing of the U.S.\$15,000,000,000 Euro Medium Term Note Programme of Abbey National Treasury Services plc, Abbey National Treasury International Limited and AN Structured Issues Limited.]*

[RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.]

Signed on behalf of the Issuer and the Guarantor:

By:.....
Duly authorised

*Luxembourg Stock Exchange only.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange (if any) and agreed by the relevant Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of the Notes" for a description of the content of Pricing Supplements which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Abbey National Treasury Services plc or Abbey National Treasury International Limited or AN Structured Issues Limited (each an "Issuer" and together the "Issuers") constituted by (a) in the case of Notes other than Australian Domestic Notes, a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "Trust Deed") dated 12th November, 1999 and made between the Issuers, Abbey National plc as guarantor (the "Guarantor") and The Law Debenture Trust Corporation p.l.c. (the "Trustee", which expression shall include any successor as trustee) as trustee for the holders of the Notes (the "Noteholders" or "holders") which expressions shall mean, in relation to Notes in definitive bearer form, the bearers thereof and, in relation to Notes in definitive registered (or inscribed) form, the persons in whose names such Notes are registered and shall, in relation to Notes represented by a Global Note, be construed as provided below or (b) in the case of Australian Domestic Notes, a Deed Poll (as referred to in Condition 1) executed by the Issuer in favour of the Noteholders and the Trustee.

References in these Terms and Conditions to the "Issuer" shall be to the Issuer of the Notes specified in the applicable Pricing Supplement.

References herein to the "Notes" shall be references to the Notes of this Series and shall mean:

1. any global note (a "Global Note") and in relation to any Notes represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency;
2. any definitive Notes in bearer form; and
3. any definitive Notes in registered (or inscribed) form.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) also have the benefit of, in the case of Notes other than Australian Domestic Notes, an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the "Agency Agreement") dated 12th November, 1999 whereby the Issuers and the Guarantor appoint Citibank, N.A., London as issuing and principal paying agent, agent bank, exchange agent (the "Exchange Agent, which expression shall include any successor exchange agent) and as a transfer agent, (the "Principal Paying Agent", which expression shall include any successor paying agent, agent bank, exchange agent and transfer agent), Citibank AG as registrar (the "Registrar, which expression shall include any successor registrar), the other paying agents named therein (together with the Principal Paying Agent, the "Paying Agents", which expression shall include any additional or successor paying agents), the other transfer agents named therein (together with the Principal Paying Agent in its capacity as a transfer agent, the "Transfer Agents", which expression shall include any additional or successor transfer agents) and the Trustee.

References to the "Calculation Agency Agreement" are to the calculation agency agreement which may be entered into between the Issuer, the Guarantor and the calculation agent appointed thereby (the "Calculation Agent"), the form of which is contained in Schedule 1 to the Agency Agreement.

Interest bearing definitive Bearer Notes (as defined below) (unless otherwise indicated in the applicable Pricing Supplement) have interest coupons ("Coupons") and, if indicated in the applicable Pricing Supplement, talons for further Coupons ("Talons") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts ("Receipts") for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes (as defined below) and Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Pricing Supplement for this Note (or the relevant provisions thereof) is attached to or endorsed on this Note and supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References to the “applicable Pricing Supplement” are to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

Any reference herein to “Receiptholders” shall mean the holders of the Receipts and any reference herein to “Couponholders” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, “Tranche” means Notes which are identical in all respects (including as to listing) and “Series” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the registered office of the Trustee (being as at 12th November, 1999 at Princes House, 95 Gresham Street, London EC2V 7LY, England) and at the specified office of each of the Principal Paying Agent, the Registrar, the other Paying Agents and the Transfer Agents (such agents and the Registrar being together referred to as the “Agents”). Copies of the applicable Pricing Supplement are obtainable during normal business hours at the specified office of the Principal Paying Agent, from the specified office of the Luxembourg Paying Agent (in the case of Notes listed on the Luxembourg Stock Exchange) and from the registered office of the Guarantor save that, if this Note is an unlisted Note of any Series, the applicable Pricing Supplement will only be available for inspection by a Noteholder holding one or more unlisted Notes of that Series and such Noteholder must produce evidence satisfactory to the Trustee, the Principal Paying Agent or, as the case may be, the Guarantor as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of the Trust Deed, the Deed Poll (if applicable), the Agency Agreement, the applicable Pricing Supplement and any other documents specified in the applicable Pricing Supplement which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed shall prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement shall prevail.

1. Form, Denomination and Title

The Notes are in bearer form (“Bearer Notes”) or in registered (or inscribed) form (“Registered Notes”) as specified in the applicable Pricing Supplement in the Specified Currency and the Specified Denomination(s) and, in the case of definitive Notes, serially numbered. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon/Discount Note, an Index Linked Interest Note, a Credit Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be an Index Linked Redemption Note, a Credit Linked Redemption Note, an Instalment Note, a Dual Currency Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon/Discount Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the

Agency Agreement. The Issuer, the Guarantor, the Trustee and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Bearer Global Note or a Regulation S Global Note held on behalf of or, as the case may be, registered in the name of a common nominee for, Morgan Guaranty Trust Company of New York, Brussels office, as operator of the Euroclear System (“Euroclear”) and/or Cedelbank, each person (other than Euroclear or Cedelbank) who is for the time being shown in the records of Euroclear or of Cedelbank as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Cedelbank as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or, as the case may be, the registered holder of the relevant Regulation S Global Note shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

For so long as any of the Notes is represented by a Rule 144A Global Note registered in the name of The Depository Trust Company of New York (“DTC”) or its nominee, each person who is for the time being shown in the records of DTC or such nominee as the holder of a particular nominal amount of such Notes shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on, or voting, giving consents or making requests in respect of, such nominal amount of such Notes, for which purpose DTC or, in the case of payments only, its nominee shall be treated by the Issuer, the Guarantor, the Trustee and the Agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of such Registered Global Note, and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Interests in a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Cedelbank, as the case may be. References to DTC, Euroclear and/or Cedelbank shall, whenever the context so permits, be deemed to include a reference to any successor operator and/or successor clearing system and/or any additional or alternative clearing system specified in the applicable Pricing Supplement or otherwise approved by the Issuer, the Guarantor, the Principal Paying Agent, the Registrar and the Trustee.

In the case of Notes issued by Abbey National Treasury Services plc and denominated in Australian dollars and issued in the Australian domestic capital markets as specified in the applicable Pricing Supplement (“Australian Domestic Notes”), the following provisions of this Condition 1 shall apply in lieu of the foregoing provisions of this Condition 1 in the event of any inconsistency. Australian Domestic Notes are debt obligations of the Issuer owing under a separate deed poll to be made by the Issuer as specified in the applicable Pricing Supplement (the “Deed Poll”) and take the form of entries in a register (the “Australian Register”) to be maintained by the Australian registrar (the “Australian Registrar”) to be appointed by the Issuer under a Registry Services Agreement (as referred to in Condition 6) as specified in the applicable Pricing Supplement. Although Australian Domestic Notes will not be constituted by the Trust Deed, Australian Domestic Notes will have the benefit of the guarantee from the Guarantor and the other provisions of the Trust Deed. The Agency Agreement is not applicable to Australian Domestic Notes.

Australian Domestic Notes will not be serially numbered. Each entry in the Australian Register constitutes a separate and individual acknowledgement to the relevant Noteholder of the indebtedness of the Issuer to the relevant Noteholder. No certificate or other evidence of title will be issued by or on behalf of the Issuer to evidence title to an Australian Domestic Note unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

No Australian Domestic Note will be registered in the name of more than four persons. Such Note registered in the name of more than one person is held by those persons as joint tenants. Australian Domestic Notes will be registered by name only without reference to any trusteeship. The person registered in the Australian Register as a holder of an Australian Domestic Note will be treated by the Issuer, the

Trustee and the Australian Registrar as the absolute owner of that Australian Domestic Note and none of the Issuer, the Guarantor, the Trustee or the Australian Registrar will, except as ordered by a court or as required by statute, be obliged to take notice of any other claim to an Australian Domestic Note.

2. Transfers of Registered Notes

(a) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Cedelbank, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Registered Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Cedelbank, as the case may be and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Rule 144A Global Note shall be limited to transfers of such Rule 144A Global Note, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

(b) Transfers of Registered Notes in definitive form

Subject as provided in paragraphs (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part in the authorised denominations set out in the applicable Pricing Supplement. In order to effect any such transfer:

- (i) the holder or holders must:
 - (a) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and
 - (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent, and
- (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 4 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Note in definitive form for the same aggregate nominal amount as the Registered Note (or the relevant part of the Registered Note) transferred. In the case of a transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent by uninsured mail to such address as the transferor may request.

(c) Transfers of Australian Domestic Notes

Conditions 2(a) and (b) do not apply to Australian Domestic Notes. Australian Domestic Notes may be transferred in whole but not in part. Australian Domestic Notes will be transferred by duly completed and (if applicable) stamped transfer and acceptance forms in the form specified by, and obtainable from, the Australian Registrar or by any other manner approved by the Issuer and the Australian Registrar. Notes entered in the Austraclear System (as defined below) will be transferable only in accordance with the Austraclear Regulations (as defined below).

Unless the Australian Domestic Notes are lodged in the Austraclear System, application for the transfer of Australian Domestic Notes must be made by the lodgement of a transfer and acceptance form with the Australian Registrar. Each transfer and acceptance form must be accompanied by such evidence (if any) as the Australian Registrar may require to prove the title of the transferor or the transferor's right to transfer the Australian Domestic Notes and must be signed by both the transferor and the transferee.

Notes may only be transferred within Australia if (a) the consideration payable at the time of transfer is a minimum amount of A\$500,000, or subject to any applicable laws, regulations or directives, the transfer otherwise constitutes an *excluded offer* or *excluded invitation* within the meaning given to those terms in the Corporations Law in force in the Commonwealth of Australia, and (b) the transfer is in compliance with the Banking (Exemption) Order No. 82 promulgated under the Banking Act 1959 of the Commonwealth of Australia ("Order No. 82") and any other applicable laws, regulations or directives. Australian Domestic Notes may only be transferred to or from Australia if (a) the consideration payable at the time of transfer is a minimum amount of A\$500,000 or the transfer otherwise constitutes an *excluded offer* or *excluded invitation* within the meaning given to those terms in the Corporations Law in force in the Commonwealth of Australia, (b) the transfer is in compliance with the Order No. 82 and any other applicable laws, regulations or directives, and (c) the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place. Australian Domestic Notes may only be transferred between persons in a jurisdiction or jurisdictions other than Australia if (a) a transfer and acceptance form is signed outside Australia, and (b) the transfer is in compliance with the laws of the jurisdiction in which the transfer takes place. A transfer to an unincorporated association is not permitted.

In this Condition 2(c):

"Austraclear" means Austraclear Limited (ACN 002 060 773).

"Austraclear Regulations" means the regulations known as the "Regulations and Operating Manual" established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System.

"Austraclear System" means the system operated by Austraclear for holding securities and the electronic recording and settling of transactions in those securities between members of that system.

(d) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(e) Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by normal uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(f) Transfers of interests in Regulation S Global Notes

Prior to expiry of the applicable Distribution Compliance Period (as defined below), transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "Transfer Certificate"), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of paragraph (i) above, such transferee may take delivery through a Restricted Note in global or definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Notes may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

(g) *Transfers of interests in Restricted Notes*

Transfers of Restricted Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Cedelbank; or
- (ii) to a transferee who takes delivery of such interest through a Restricted Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Restricted Notes, or upon specific request for removal of any United States securities law legend en faced on Restricted Notes, the Registrar shall deliver only Restricted Notes or refuse to remove such legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither such legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

(h) *Exchanges and transfers of Registered Notes generally*

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

(i) *Definitions*

In this Condition, the following expressions shall have the following meanings:

“Distribution Compliance Period” means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);

“QIB” means a “qualified institutional buyer” within the meaning of Rule 144A;

“Regulation S” means Regulation S under the Securities Act;

“Regulation S Global Note” means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S;

“Restricted Note” means a Note represented by a Rule 144A Global Note or a Note issued in registered form in exchange or substitution therefor;

“Rule 144A” means Rule 144A under the Securities Act;

“Rule 144A Global Note” means a Registered Global Note representing Notes sold in the United States to QIBs pursuant to Rule 144A;

“Securities Act” means the United States Securities Act of 1933, as amended; and

“U.S. person” has the meaning ascribed to it in Regulation S.

3. Status of the Notes and the Guarantee

(a) Status of the Notes

The Notes and any relative Receipts and Coupons constitute direct, unconditional and, subject to the provisions of Condition 4, unsecured obligations of the Issuer and rank without any preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors’ rights.

(b) Status of the Guarantee

The payment of the principal, and interest (if any) in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed and, in the case of Australian Domestic Notes, the Deed Poll has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed. The obligations of the Guarantor under such guarantee constitute direct, unconditional and, subject to the provisions of Condition 4, unsecured obligations of the Guarantor and rank without any preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors’ rights.

4. Negative Pledge

So long as any of the Notes remains outstanding (as defined in the Trust Deed), neither the Issuer nor the Guarantor will create or have outstanding any mortgage, lien, pledge, charge or other security interest upon, or with respect to, any of its present or future assets or revenues, to secure any Relevant Indebtedness (as defined below) or any guarantee of any Relevant Indebtedness, unless in any such case the Issuer or the Guarantor, as the case may be, shall simultaneously with, or prior to, the creation of such security interest, take any and all action necessary to procure that all amounts payable by it in respect of the Notes, the Receipts, the Coupons (if applicable) and the Trust Deed and the Deed Poll (if applicable) are secured equally and rateably with the Relevant Indebtedness or guarantee secured by such security interest to the satisfaction of the Trustee or such other security is provided as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the Noteholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

For the purposes of these Terms and Conditions, “Relevant Indebtedness” means any indebtedness for borrowed money (as defined in the Trust Deed) in the form of, or represented by, bonds, notes, debentures or other securities which are or are to be quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market (whether or not initially distributed by way of private placing), but excluding any such indebtedness which has a stated maturity not exceeding one year.

Any reference in these Terms and Conditions to an obligation being guaranteed shall include a reference to an indemnity being given in respect thereof.

5. Interest

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Pricing Supplement shall be the Issue Date) at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date if that does not fall on an Interest Payment Date.

Except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

If interest is required to be calculated for a period ending other than on an Interest Payment Date, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

In these Terms and Conditions:

“Interest Period” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date; and

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

(b) Interest on Floating Rate Notes, Index Linked Interest Notes and Credit Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note, Index Linked Interest Note and Credit Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date (which unless otherwise specified in the applicable Pricing Supplement shall be the Issue Date) and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an “Interest Payment Date”) in each year specified in the applicable Pricing Supplement; or
- (B) if no express Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each an “Interest Payment Date”) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

If a Business Day Convention is specified in the applicable Pricing Supplement and if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (2) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (3) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date:
 - (i) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date; or
 - (ii) in the case where there is no numerically corresponding day in the calendar month in which an Interest Payment should occur shall be the last day that is a Business Day in the relevant month and the provisions of (B) above of the paragraph shall apply *mutatis mutandis*.

In these Terms and Conditions, “Business Day” means a day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Pricing Supplement; and

(ii) either

- (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London); or
- (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System (the “TARGET System”) is operating.

If “adjusted” is specified in the applicable Pricing Supplement, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date and calculated from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, as such Interest Payment Date shall, where applicable, be adjusted in accordance with the Business Day Convention.

If “unadjusted” is specified in the applicable Pricing Supplement, interest in respect of the relevant Interest Period shall be payable in arrear on the relevant Interest Payment Date, as adjusted in accordance with the Business Day Convention, but shall be calculated in respect of the period from (and including) a Period End Date (or the Interest Commencement Date) to (but excluding) the next (or first) Period End Date. For the purpose of this paragraph “Period End Date” means an Interest Payment Date prior to any modification as result of any Business Day Convention.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph (A), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 1991 ISDA Definitions (as supplemented by the 1998 Supplement) and the 1998 ISDA Euro Definitions, each as amended and updated as at the Issue Date of the first Tranche of the Notes, published by the International Swaps and Derivatives Association, Inc. (the “ISDA Definitions”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (2) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (3) unless otherwise stated in the applicable Pricing Supplement, the relevant Reset Date is the first day of that Interest Period.

For the purposes of this sub-paragraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

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

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

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

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

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

(iii) Minimum and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Paying Agent or, where specified in the relevant Pricing Supplement, the Calculation Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at, or as soon as practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent will calculate the amount of interest (the “Interest Amount”) payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

In this Condition 5 “Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (1) if “Actual/Actual (ISMA)” is specified in the applicable Pricing Supplement, the actual number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date divided by (x) in the case of Notes where interest is scheduled to be paid only by means of regular annual payments, the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) scheduled Interest Payment Date or (y) in the case of Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the actual number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the next (or first) scheduled Interest Payment Date and the actual number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year;

- (2) if “Actual/365” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (3) if “Actual/365 (Fixed)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (4) if “Actual/365 (Sterling)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (5) if “Actual/360” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (6) if “30/360” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless, in the case of Floating Rate Notes, (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (7) if “30E/360” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the day last preceding the Maturity Date, such last preceding day is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(v) Notification of Rate of Interest and Interest Amounts

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression “London Business Day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

(vi) Determination or Calculation by Trustee

If for any reason at any relevant time the Principal Paying Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent defaults in its obligation to calculate any Interest Amount in accordance with sub-paragraph (ii)(A) or (B) above or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition 5, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances. In making any such determination or calculation, the Trustee may appoint and rely on a determination or calculation by a calculation agent (which shall be an investment bank or other suitable entity of international repute). Each such determination or calculation shall be deemed to have been made by the Principal Paying Agent or the Calculation Agent, as applicable.

(vii) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders, Receipholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Guarantor, the Noteholders, the Receipholders or the Couponholders shall attach to the Principal Paying Agent or the Calculation Agent (if applicable) or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) Interest on Dual Currency Notes

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the applicable Pricing Supplement.

(d) Interest on Partly Paid Notes

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

(e) Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

6. Payments

(a) Method of payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8.

Any reference in these Terms and Conditions to payment of any sums in respect of the Notes (including, in respect of Credit Linked, Equity Linked and other structured Notes, Physically-Settled Notes) shall be deemed to include, as applicable, delivery of assets if so provided in the applicable Pricing Supplement and references to paid and payable shall be construed accordingly.

(b) Presentation of definitive Bearer Notes, Receipts and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Bearer Note to which it appertains. Receipts presented without the definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Interest Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A "Long Maturity Note" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender of the relevant definitive Bearer Note.

(c) Payments in respect of Bearer Global Notes

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

No payments of principal, interest or other amounts due in respect of a Bearer Global Note will be made by mail to an address in the United States or by transfer to an account maintained in the United States.

(d) Payments in respect of Registered Notes

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account

(as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the “Register”) at the close of business on the fifteenth calendar day before the relevant due date (the “Record Date”). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the nominal amount of the Notes held by a holder is less than U.S.\$100,000 (or its equivalent), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, “Designated Account” means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and “Designated Bank” means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee as registered holder of a Rule 144A Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for payment in such Specified Currency for conversion into U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Guarantor, the Trustee and the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) Payments in respect of Australian Domestic Notes

The Australian Registrar will act (through its office in Sydney) as principal paying agent for Australian Domestic Notes pursuant to a Registry Services Agreement (such Registry Services Agreement as amended and/or supplemented and/or restated from time to time, the “Registry Services Agreement”) to be entered into between the Issuer, the Guarantor and the Australian Registrar as described in the applicable Pricing Supplement.

Payments of principal and interest will be made in Sydney in Australian dollars to the persons registered at the close of business on the relevant Record Date (as defined below) as the holders of such Notes, subject in all cases to normal banking practice and all applicable laws and regulations. Payment will be made by cheques drawn on the Sydney branch of an Australian bank despatched by post on the relevant payment date at the risk of the Noteholder or, at the option of the Noteholder by the Australian Registrar giving in Sydney irrevocable instructions for the effecting of a transfer of the relevant funds to an Australian dollar account in Australia specified by the Noteholder to the Australian Registrar, or in any other manner in Sydney which the Australian Registrar and the Noteholder agree.

In the case of payments made by electronic transfer, payments will for all purposes be taken to be made when the Australian Registrar gives irrevocable instructions in Sydney for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account of the Noteholder and, in the case of accounts maintained in Australia, reaching the account on the same day as the day on which the instructions are given.

If a cheque posted or an electronic transfer for which irrevocable instructions have been given by the Australian Registrar is shown, to the satisfaction of the Australian Registrar, not to have reached the Noteholder and the Australian Registrar is able to recover the relevant funds, the Australian Registrar may make such other arrangements as it thinks fit for the effecting of the payment in Sydney.

Interest will be payable in the manner specified in Condition 5 above, to the persons who are registered as Noteholders at the close of business in Sydney on the relevant Record Date and cheques will be made payable to the Noteholder (or, in the case of joint Noteholders, to the first-named) and sent to his registered address, unless instructions to the contrary are given by the Noteholder (or, in the case of joint Noteholders, by all the Noteholders) in such form as may be prescribed by the Australian Registrar. Payments of principal will be made to, or to the order of, the persons who are registered as Noteholders at the close of business in Sydney on the relevant Record Date, subject, if so directed by the Australian Registrar, to receipt from them of such instructions as the Australian Registrar may require.

In this Condition 6(e), Record Date means, in the case of payments or principal or interest, the date which is the eighth calendar day before the due date of the relevant payment of principal or interest.

(f) General provisions applicable to payments

For so long as the Notes of a Series are listed on the London Stock Exchange and for so long as the rules of the London Stock Exchange so require, the Issuer shall procure that there is a Paying Agent approved in writing by the Trustee in the City of London for the payment of principal and interest, if any, on the Notes.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of DTC, Euroclear or Cedelbank as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to DTC, Euroclear or Cedelbank, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences to the Issuer or the Guarantor.

(g) Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Payment Day" means any day which (subject to Condition 9) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) London;
 - (B) the relevant place of presentation; and
 - (C) any Additional Financial Centre specified in the applicable Pricing Supplement;
- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation, London and any Additional Financial Centre) or (2) in relation to any sum payable in euro, a day on which the TARGET System is operating; and
- (iii) in the case of any payment in respect of a Rule 144A Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Rule 144A Global Note) has elected to receive any part of such payment in U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

(h) Interpretation of principal and interest

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

- (i) any additional amounts which may be payable with respect to principal under Condition 8;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon/Discount Notes, the Amortised Face Amount (as defined in Condition 7(e)); and
- (vii) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

7. Redemption and Purchase

(a) Redemption at maturity

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

(b) Redemption for tax reasons

If the Issuer or the Guarantor satisfies the Trustee immediately prior to the giving of the notices referred to below that, on the next Interest Payment Date, either (i) the Issuer would be required to pay additional amounts as provided under Condition 8 or to account to any taxing authority in the taxing jurisdiction of any territory in which the Issuer is incorporated or resident for taxation purposes for any amount (other than any tax withheld or deducted from interest payable on the Notes) calculated by reference to any amount payable in respect of the Notes or (ii) the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making such payment itself would be required to pay additional amounts or to account to any taxing authority in the United Kingdom for any amount as aforesaid or (iii) where the Issuer is not incorporated or resident for taxation purposes in the United Kingdom, the Guarantor would be required to deduct or withhold amounts for or on account of any taxes of whatever

nature imposed or levied by or on behalf of the United Kingdom in making any payment of any sum to the Issuer required to enable the Issuer to make a payment in respect of the Notes or to account to any taxing authority in the United Kingdom for any amount calculated by reference to the amount of any such sum to be paid to the Issuer, then the Issuer may, having given not less than 30 nor more than 60 days' notice to the Trustee, the Principal Paying Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), redeem all, but not some only, of the Notes (in the case of Floating Rate Notes or Indexed Interest Notes on that Interest Payment Date). Upon the expiry of such notice the Issuer shall be bound to redeem the Notes accordingly.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

(c) Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice (or such other period of notice as may be specified in the relevant Pricing Supplement) to the Noteholders in accordance with Condition 14; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Trustee and the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount (if any). In the case of a partial redemption of Notes, the Notes to be redeemed ("Redeemed Notes") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of DTC and/or Euroclear and/or Cedelbank, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days (or such shorter period as is specified in the applicable Pricing Supplement) prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes or represented by a Global Note shall in each case bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding and Notes outstanding represented by such Global Note, respectively, bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that, if necessary, appropriate adjustments shall be made to such nominal amounts to ensure that each represents an integral multiple of the Specified Denomination. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least five days (or such shorter period as is specified in the relevant Pricing Supplement) prior to the Selection Date.

(d) Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than 15 nor more than 30 days' notice (or such other period of notice as is specified, in the applicable Pricing Supplement) (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified, or determined in the manner specified, in the applicable Pricing Supplement, in whole (but not, in the case of a Bearer Note in definitive form, in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7(d) in any multiple of their lowest Specified Denomination.

If this Note is in definitive form, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note at the specified office of any Paying Agent (in the case of Bearer Notes) or

the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a “Put Notice”) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2(b).

(e) Early Redemption Amounts

For the purpose of paragraph (b) above and Condition 10, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (i) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (ii) in the case of a Note (other than a Zero Coupon/Discount Note but including an Instalment Note and Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (iii) in the case where “Zero Coupon/Discount Note Provisions” is specified as being applicable in the relevant Pricing Supplement, at an amount (the “Amortised Face Amount”) equal to the sum of:
 - (A) the Reference Price; and
 - (B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the calculation basis specified in the applicable Pricing Supplement.

(f) Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (e) above.

(g) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(h) Purchases

The Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmaturing Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Noteholders alike. Such Notes may be held, reissued, resold or, at the option of the Issuer or the Guarantor, surrendered to any Paying Agent and/or the Registrar for cancellation.

(i) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmaturing Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and Notes purchased and cancelled pursuant to paragraph (h) above (together with all unmaturing

Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

(j) Late payment on Zero Coupon/Discount Notes

If the amount payable in respect of any Zero Coupon/Discount Note upon redemption of such Zero Coupon/Discount Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon/Discount Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon/Discount Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon/Discount Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon/Discount Notes has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

8. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer or the Guarantor will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by the United Kingdom or the taxing jurisdiction of any territory in which the Issuer is incorporated or resident for taxation purposes, or any political subdivision of either of the same or by any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer or the Guarantor (as the case may be) will pay such additional amounts as may be necessary in order that the net amounts receivable by the holders after such withholding or deduction shall equal the respective amounts of principal, and interest, if applicable, which would have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable in relation to any payment with respect to any Note, Receipt or Coupon presented for payment:

- (i) to, or to a third party on behalf of, a holder who (a) would be able to avoid such withholding or deduction by satisfying any statutory requirements or by making a declaration of non-residence or other similar claim for exemption but fails to do so, or (b) is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the above-mentioned taxing jurisdiction of the Issuer (in the case of payments by the Issuer) or the United Kingdom (in the case of payments by the Guarantor) other than the mere holding of such Note, Receipt or Coupon; or
- (ii) where such Note, Receipt or Coupon is presented for payment in the jurisdiction in which the Issuer or the Guarantor is incorporated or resident for tax purposes or in the United Kingdom; or
- (iii) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days.

For this purpose, the “Relevant Date” means the date on which the payment in respect of the Note, Receipt or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Principal Paying Agent or the Trustee on or prior to such date, the “Relevant Date” means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Noteholders in accordance with Condition 14.

9. Prescription

The Notes and, if applicable, the Receipts and Coupons (which for this purpose shall not include Talons) will become void unless presented for payment within a period of 10 years in the case of principal and five years in the case of interest from the Relevant Date (as defined in Condition 8) relating hereto. The Issuer shall be discharged from its obligation to pay principal on a Registered Note to the extent that the relevant Registered Note certificate has not been surrendered to the Registrar by, or a cheque which has been

duly despatched in the Specified Currency remains uncashed at, the end of the period of 10 years from the Relevant Date in respect of such payment. The Issuer shall be discharged from its obligation to pay interest on a Registered Note to the extent that a cheque which has been duly despatched in the Specified Currency remains uncashed at the end of the period of five years from the Relevant Date in respect of such payment. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6(b) or any Talon which would be void pursuant to Condition 6(b).

10. Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified to its satisfaction), give notice to the Issuer that the Notes are, and they shall accordingly thereby become, immediately due and repayable each at their Early Redemption Amount together with accrued interest as provided in the Trust Deed, in any of the following events (“Events of Default”):

- (i) if default is made for a period of seven days or more in the payment of any principal or 14 days or more in the payment of any interest due in respect of the Notes or any of them; or
- (ii) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Notes or the Trust Deed and (except where the Trustee considers such failure to be incapable of remedy when no such continuation or notice as is hereinafter referred to will be required) such failure continues for the period of 30 days (or such longer period as the Trustee may permit) next following the service by the Trustee on the Issuer or the Guarantor, as the case may be, of notice requiring the same to be remedied; or
- (iii) if any loan or loans or other indebtedness for borrowed money (which loan or loans or other indebtedness has or have an outstanding principal or aggregate principal amount of at least the Cross Default Amount) of the Issuer, the Guarantor or any Principal Subsidiary becomes or become due and repayable prematurely by reason of an event of default (however described) or the Issuer, the Guarantor or any Principal Subsidiary fails to make any payment in respect thereof on the due date for such payment as extended by any applicable grace period as originally provided or the security for any such loan or loans or other indebtedness for borrowed money becomes enforceable or if default is made by the Issuer, the Guarantor or any Principal Subsidiary in making any payment due under any guarantee given by it in respect of any such loan or loans or other indebtedness for borrowed money of any person having an outstanding principal or aggregate principal amount of at least the Cross Default Amount; or
- (iv) if the Issuer, the Guarantor or any Principal Subsidiary ceases to carry on the whole or a substantial part of its business (save, in the case of the Issuer where it is incorporated in England and Wales, for so long as it remains after such cessation not unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, and save, in each case, for the purposes of a reorganisation on terms approved by the Trustee and save, in the case of a Principal Subsidiary, where such cessation results from a solvent winding up of such Principal Subsidiary and the assets thereof attributable directly or indirectly to the Guarantor are distributed to any one or more of the Issuer, the Guarantor and the other Subsidiaries), or the Issuer, the Guarantor or any Principal Subsidiary stops payment of, or admits inability to pay, its debts as they fall due; or
- (v) if an administrative or other receiver or an administrator or other similar official is appointed in relation to the Issuer, the Guarantor or any Principal Subsidiary or in relation to the whole or a material part of the assets of any of them or an encumbrancer takes possession of the whole or a material part of the assets of any of them, or a distress or execution of other process is levied or enforced upon or sued out against the whole or a material part of the assets of any of them, and, in any of the foregoing cases in relation to a Principal Subsidiary, is not discharged within 30 days; or
- (vi) if an effective resolution is passed or an order is made for the winding up or dissolution of the Issuer or the Guarantor (except for the purposes of a reconstruction or amalgamation the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders); or

- (vii) if an order is made or an effective resolution is passed for the winding up or dissolution of any Principal Subsidiary (except for the purposes of a reconstruction or amalgamation the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders or a resolution for the solvent winding up of such Principal Subsidiary where the assets thereof attributable directly or indirectly to the Guarantor are distributed to any one or more of the Issuer, the Guarantor and the other Subsidiaries),

Provided that, in the case of any such Event of Default other than those described in paragraphs (i) and (vi) above, the Trustee shall have certified to the Issuer that such Event of Default is, in its opinion, materially prejudicial to the interests of the Noteholders.

For the purpose of this Condition, a “Principal Subsidiary” at any time shall mean a Subsidiary of the Guarantor *inter alia*:

- (i) whose total assets (consolidated in the case of a Subsidiary which itself has subsidiaries) attributable to the Guarantor represent not less than 10 per cent. of the consolidated total assets of the Guarantor and its Subsidiaries attributable to the Guarantor, as calculated by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Guarantor and its Subsidiaries (or, in each case, if no such accounts have been prepared and audited, calculated as provided in the Trust Deed); or
- (ii) to which is transferred the whole or substantially the whole of the assets and undertaking of a Subsidiary of the Guarantor which immediately prior to such transfer is a Principal Subsidiary,

all as more particularly defined in the Trust Deed. A report by the Auditors (as defined in the Trust Deed) of the Guarantor (whether or not addressed to the Trustee) that in their opinion a Subsidiary of the Guarantor is or is not or was or was not at any particular time a Principal Subsidiary shall, in the absence of manifest error, be conclusive and binding on all parties.

For the purpose of this Condition, “Cross Default Amount” shall mean the greater of: (a) £25,000,000 or its equivalent in any other currency or composite currency; and (b) such amount in sterling as is equal to 1 per cent. of the Adjusted Tangible Net Worth (as defined in the Trust Deed) of the Guarantor and its Subsidiaries or its equivalent in any other currency or composite currency. A certificate by the Auditors of the Guarantor as to the amount of the Cross Default Amount shall, in the absence of manifest error, be conclusive and binding on all parties.

11. Replacement of Notes, Receipts, Coupons and Talons

Should any Note or, if applicable, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed it may be replaced, in the case of Bearer Notes, Receipts or Coupons, at the specified office of the Principal Paying Agent or, in the case of Registered Notes, at the specified office of the Registrar (or in any case such other place of which notice shall have been given to the Noteholders in accordance with Condition 14) upon payment in any such case by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or, if applicable, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Agents

The names of the initial Agents and their initial specified offices are set out below.

The Issuer is entitled, subject to the prior written approval of the Trustee, to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;

- (c) there will at all times be a Paying Agent with a specified office in a city approved by the Trustee in continental Europe; and
- (d) so long as any of the Rule 144A Global Notes payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in London.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6(f). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

In acting under the Agency Agreement and the Registry Services Agreement, respectively, the Agents and the Australian Registrar, act solely as agents or, as the case may be, registrars of the Issuer and the Guarantor and, in certain circumstances, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

13. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9.

14. Notices

All notices regarding the Bearer Notes will be deemed to be validly given if published (i) in one leading English language daily newspaper of general circulation in London, and (ii) if and for so long as the Bearer Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, a daily newspaper of general circulation in Luxembourg. It is expected that such publication will be made in the *Financial Times* in London and the *Luxemburger Wort* in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange on which the Bearer Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange and the rules of that stock exchange so require, the relevant notice will be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. In addition, notices regarding Australian Domestic Notes shall also be published in a leading daily newspaper of general circulation in Australia. It is expected that such notices will normally be published in *The Australian Financial Review*. Any such notice will be deemed to have been given on the date of such publication. If the giving of notice as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Notes are issued, there may (so long as any Global Notes representing the Notes are held in their entirety on behalf of DTC, Euroclear and/or Cedelbank (and so long as the rules of any Stock Exchange on which the Notes are listed permit)) be substituted for such publication in such newspaper(s) and mailing the delivery of the relevant notice to DTC, Euroclear and/or Cedelbank for communication by them to the holders of the Notes provided that, in addition, for so long as any Notes are

listed on a stock exchange and the rules of that stock exchange so require, such notice will be published in a daily newspaper of general circulation in a place or places required by the rules of that stock exchange. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to DTC, Euroclear and/or Cedelbank as the case may be.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes) or the Australian Registrar (in the case of Australian Domestic Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through DTC, Euroclear and/or Cedelbank, as the case may be, in such manner as the Principal Paying Agent, the Registrar and DTC, Euroclear and/or Cedelbank, as the case may be, may approve for this purpose.

15. Meetings of Noteholders, Modification, Waiver, Determination and Substitution

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed or the Deed Poll. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer at the request of Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed or the Deed Poll, the quorum shall be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting one or more persons holding or representing not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification of, or any waiver or authorisation of any breach or proposed breach of, any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed, the Registry Services Agreement or the Deed Poll or, in the case of modification, the Agency Agreement which, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders; or
- (b) any modification of any of the provisions of these Terms and Conditions, the Notes, the Receipts, the Coupons, the Trust Deed, the Registry Services Agreement or the Deed Poll which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of applicable law.

The Issuer and the Principal Paying Agent may agree, without the consent of the Trustee, the Noteholders, Receiptholders or Couponholders, to any modification of any of the provisions of any Pricing Supplement which is of a formal, minor or technical nature or is made to correct a manifest error.

The Trustee may also determine, without the consent of the Noteholders, the Receiptholders or the Couponholders, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such if the Trustee is satisfied that so to do will not be materially prejudicial to the interests of the Noteholders.

Subject as provided in the Trust Deed, the Trustee, if it is satisfied that so to do would not be materially prejudicial to the interests of the Noteholders, may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to the substitution of (i) the Guarantor or any other person or persons incorporated in any country in the world in place of the Issuer as principal debtor under the Trust Deed, the Notes and, if applicable, the Receipts and Coupons provided that, except in the case of the substitution of the Guarantor, the obligations of such substitute as principal debtor under the Trust Deed, the Deed Poll (where applicable), the Notes and, if applicable, the Receipts and Coupons shall be guaranteed by the Guarantor in

such form as the Trustee may require or (ii) any successor company of the Guarantor in place of the Guarantor as guarantor in respect of the Trust Deed, the Deed Poll, the Notes and, if applicable, the Receipts and Coupons. The Trustee may also agree without the consent of the Noteholders, Receiptholders or Couponholders to the addition of another company as an issuer of Notes under the Programme and the Trust Deed. Any such addition shall be subject to the relevant provisions of the Trust Deed and to such amendment thereof and such other conditions as the Trustee may require.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, but without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders (whatever their number) and, in particular, but without limitation, shall not have regard to the consequences (including any tax consequences) of such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Receiptholders or Couponholders except, in the case of the Issuer and the Guarantor, to the extent provided for in Condition 8 and/or any undertaking given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

Any such modification, waiver, authorisation, determination, substitution or addition as aforesaid shall be binding on the Noteholders, the Receiptholders and the Couponholders and, unless the Trustee agrees otherwise, any such modification or substitution shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

16. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so as to be consolidated and form a single series with the outstanding Notes. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes of other Series in certain circumstances where the Trustee so decides.

17. Enforcement

At any time after the Notes or any of them shall have become immediately due and repayable and have not been repaid, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce repayment thereof together with accrued interest, if any, and to enforce the provisions of the Trust Deed or the Deed Poll, but it shall not be bound to institute any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter of the nominal amount of the Notes then outstanding and (b) it shall have been indemnified to its satisfaction. No Noteholder, Receiptholder or Couponholder shall be entitled to proceed against the Issuer and/or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

18. Governing Law and Submission to Jurisdiction

(a) Governing law

The Trust Deed, the Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law except that Australian Domestic Notes, the Deed Poll and the Registry Services Agreement are governed by, and shall be construed in accordance with, the laws in force in New South Wales, Australia.

(b) Submission to jurisdiction

The Issuer (except where the Issuer is Abbey National Treasury Services plc) has irrevocably agreed in the Trust Deed for the exclusive benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders that the Courts of England are to have jurisdiction to settle any disputes which may arise out

of or in connection with these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons and that accordingly any suit, action or proceedings arising out of or in connection with these Terms and Conditions, the Trust Deed, the Notes, the Receipts and/or the Coupons (together referred to as “Proceedings”) may be brought in such Courts.

In the case of Australian Domestic Notes, Abbey National Treasury Services plc has irrevocably agreed for the benefit of Noteholders that the courts of New South Wales, Australia and courts of appeal from them are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Australian Domestic Notes, any Deed Poll or the Registry Services Agreement and that accordingly any suit, action or proceedings arising out of or in connection with the Australian Domestic Notes, any Deed Poll or the Registry Services Agreement (together referred to as “Australian Proceedings”) may be brought in such courts.

The Issuer (except, in the case of the Courts of England, where the Issuer is Abbey National Treasury Services plc) has in the Trust Deed irrevocably waived any objection which it may have now or hereafter to the laying of the venue of any Proceedings (or any Australian Proceedings) in any such court and any claim that any such Proceedings (or Australian Proceedings) have been brought in an inconvenient forum and has further irrevocably agreed that a judgment in any such Proceedings (or Australian Proceedings) brought in the Courts of England (or the courts of New South Wales and courts of appeal from them) shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take any suit, action or proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of any suit, action or proceedings in one or more jurisdictions preclude the taking of any suit, action or proceedings in any other jurisdiction, whether concurrently or not.

(c) Appointment of Process Agent

The Issuer (except where the Issuer is Abbey National Treasury Services plc) has in the Trust Deed appointed the Guarantor at its registered office for the time being as its agent for service of process in England, and has undertaken that, in the event of the Guarantor ceasing so to act, it will appoint such other person as the Trustee may approve as its agent for service of process in England.

For so long as any Australian Domestic Notes are outstanding, Abbey National Treasury Services plc will ensure that there is an agent appointed to accept service of process on its behalf in New South Wales in respect of any legal action or proceedings as may be brought in the courts of New South Wales, Australia or the federal courts of Australia. The initial agent will be specified in the applicable Pricing Supplement.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used to fund the business of the Group.

ABBEY NATIONAL TREASURY SERVICES plc

ANTS is a wholly-owned subsidiary of Abbey National and is an authorised institution under the Banking Act 1987 of the United Kingdom. ANTS was incorporated in England and Wales on 24th January, 1989 with registered number 2338548.

ANTS has four main objectives: to manage the liquidity needs of Abbey National; to ensure the availability of diversified sources of wholesale funding and capital; to contribute to the management of risk throughout Abbey National; and to make a profit, predominantly through investment in low risk assets.

The principal activities of ANTS currently are:

1. *Liquid Asset Management*: investment in bank deposits, certificates of deposit, eligible bills, treasury bills, US agency and government bonds, highly rated eurobonds and other securities, and stocklending and repo of securities through its subsidiary Cater Allen International Limited;
2. *Wholesale Funding*: deposits, issuance of certificates of deposit, commercial paper, bank loans, floating rate notes, medium term notes and bonds;
3. *Asset Management*: investment in fixed income securities, floating rate notes, traded asset swaps and asset-backed and mortgage-backed securities;
4. *Special Finance*: investment in and supply of big ticket and operating leases, structured finance, UK social housing, project finance, private equity funds and acquisition finance;
5. *Derivative products*: its branch Abbey National Financial Products provides risk management solutions to the Group and third parties through interest rate and currency swaps and options, swaptions, constant maturity swaps (CMS), options on CMS and diff/quanto products, and equity derivative products for structured retail savings products.

As at the date hereof, the following are the members of the Board of Directors of ANTS:

<u>Position</u>	<u>Name</u>	<u>Other principal activities</u>
Chairman	Ian Harley, FCA FCIB	Chief Executive of the Guarantor
Executive Directors	Gwen Batchelor, FCCA FCT	Finance Director
	Alex Braun, ACA MCT	Director, Funding and Asset Management
	Fenella Edge	Director, Market Risk
	Robin Garratt, ACA MCT	Director, Credit and Corporate Development
	Tony Hibbitt	Chief Executive, Cater Allen International Limited
	Gareth Jones, FCA FCT	Managing Director, Treasury and Wholesale Banking, of the Guarantor and Chief Executive of ANTS
	Brian Morrison	Director, Treasury Services and International
Non-Executive Directors	Steve Warr, ACA MCT	Director, Abbey National Financial Products
	Antony Elliott, FCIB	Group Risk Director of the Guarantor
	Rodney Galpin, FCIB	
	Mark Pain, FCA	Finance Director of the Guarantor
Independent Non-Executive Directors	Keith Woodley, FCA	Non-Executive Director of the Guarantor
	Dr. Jeremy Fairbrother, FCIB FCT	Senior Bursar, Trinity College, Cambridge
	Raphael Hodgson	Non-Executive Director of General Re Financial Products Corporation

The business address of each of the above is Abbey House, Baker Street, London NW1 6XL.

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF
ABBEY NATIONAL TREASURY SERVICES plc**

Consolidated profit and loss accounts for the years ended 31st December, 1998 and 1997⁽¹⁾

	1998	1997
	£m	£m
Interest receivable		
Interest receivable and similar income arising from debt securities ..	2,730	1,802
Other interest receivable and similar income	2,076	1,605
Exceptional item – adjustment to net investment in finance leases ..	—	(133)
Interest payable	(4,448)	(3,126)
Net interest income	358	148
Dividend income	1	1
Fees and commissions receivable	38	27
Fees and commissions payable	(27)	(8)
Dealing profits	42	51
Other operating income	31	30
Operating income	443	249
<i>Continuing operations</i>	412	213
<i>Discontinued operations</i>	31	36
Administrative expenses.. .. .	(112)	(77)
Depreciation and amortisation	(3)	(3)
Amounts written off fixed asset investments (debt securities and equity shares)	(19)	(3)
Operating profit	309	166
<i>Continuing operations prior to exceptional item</i>	300	282
<i>Exceptional item</i>	—	(133)
<i>Continuing operations</i>	300	149
<i>Discontinued operations</i>	9	17
Loss on transfer of activities to Wealth Management Division	(11)	—
Profit on ordinary activities before tax	298	166
<i>Continuing operations</i>	300	149
<i>Discontinued operations</i>	(2)	17
Tax on profit on ordinary activities (including tax on exceptional item of £nil (1997: £133 million))	(105)	19
Profit on ordinary activities after tax.. .. .	193	185
Dividends	—	(37)
Profit retained for the financial year	193	148

Notes:

(1) The information presented on pages 53 and 54 of this Information Memorandum has been extracted without material adjustment from the Annual Report and Accounts of ANTS for the years ended 31st December, 1998 and 31st December, 1997.

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF
ABBEY NATIONAL TREASURY SERVICES plc**

Consolidated balance sheets as at 31st December, 1998 and 1997⁽¹⁾

	1998	1997
	£m	£m
Assets		
Cash and balances at central banks	2	8
Treasury bills and other eligible bills	2,057	1,619
Loans and advances to banks	19,706	15,591
Loans and advances to customers	8,213	6,230
Net of non-recourse finance £24 million (1997: £29 million)		
Net investment in finance leases	4,715	4,716
Operating lease assets	29	—
Debt securities	50,753	45,526
Assets under stock borrowing and lending agreements	15,026	6,678
Equity shares and other variable yield securities	52	44
Interests in associated undertakings	—	7
Tangible fixed assets	13	18
Other assets.. .. .	2,345	1,583
Prepayments and accrued income	1,748	1,506
Total assets.. .. .	104,659	83,526
Liabilities		
Deposits by banks.. .. .	36,918	23,441
Customer accounts	2,270	9,424
Debt securities in issue	40,117	35,893
Liabilities under stock borrowing and lending agreements	15,026	6,678
Other liabilities	3,424	1,796
Accruals and deferred income.. .. .	1,841	1,664
Provision for liabilities and charges	951	921
Subordinated liabilities	2,494	2,396
	103,041	82,213
Called up share capital	255	255
Reserves	300	300
Profit and loss account	1,063	758
Equity shareholders' funds	1,618	1,313
Total liabilities	104,659	83,526
Memorandum items		
Contingent liabilities		
Guarantees and assets pledged as collateral security	1,813	1,930
Other contingent liabilities	542	762
	2,355	2,692
Commitments	2,376	1,741

Notes:

(1) The information presented on pages 53 and 54 of this Information Memorandum has been extracted without material adjustment from the Annual Report and Accounts of ANTS for the years ended 31st December, 1998 and 31st December, 1997.

ABBEY NATIONAL TREASURY INTERNATIONAL LIMITED

ANTIL is an indirect wholly owned subsidiary of Abbey National. It was incorporated in Jersey under the Companies (Jersey) Laws 1861 to 1968 on 11th December, 1989 with registered number 45968 and passed a special resolution to become a public company on 18th December, 1996.

ANTIL's intermediate parent undertaking is Abbey National Jersey International Limited (a subsidiary of Abbey National Offshore Holdings Limited which in turn is a subsidiary of Cater Tyndall Limited), which is incorporated in Jersey. ANTIL's ultimate parent undertaking is Abbey National. In each case ownership is 100%.

ANTIL is a banking business taking wholesale and retail deposits. At 31st December, 1998, ANTIL's deposit liability was £3.1 billion. ANTIL's business principally involves the offering of a range of sterling and foreign currency denominated savings products, predominantly to UK expatriates and investment in wholesale securities.

Registered Office of ANTIL

International House, 41 The Parade, St. Helier, Jersey JE4 8XG

The register of members of ANTIL is kept at the above address.

Company Secretary

Nicola Boarer, ACIS

Board of Directors

The Board of Directors of ANTIL comprises the following:

Graham S. Long	Chairman (non executive)
Ian D. Burns	Managing director
Peter G. Donne Davis, FCIB	Deputy chairman
Mark A. Hoyow, FCA	Finance director
Richard F.V. Jeune	Non-executive
Brian Morrison	Non-executive
Jeremy P. Norfolk	Executive
Richard J. Pirouet, FCA	Deputy chairman (non executive)
David Robbie, ACIB	Executive
David A. Siddall	Executive

The business address of each of the above is International House, 41 The Parade, St. Helier, Jersey JE4 8XG. None of the above has any activities outside the Group which are significant within the context of the Group.

**AUDITED FINANCIAL STATEMENTS OF
ABBEY NATIONAL TREASURY INTERNATIONAL LIMITED**

Profit and loss accounts for the years ended 31st December, 1998 and 1997⁽¹⁾

	Notes	1998		1997	
		£	£	£	£
Interest receivable and similar income arising from debt securities			179,771,470		141,077,179
Other interest receivable and similar income ..			66,281,059		51,786,882
Interest payable			(218,197,966)		(172,546,459)
Net interest income			<u>27,854,563</u>		<u>20,317,602</u>
Other operating income					
Fees and commissions receivable			954,681		883,019
Profits less losses arising on disposals			85,433		831,462
Other operating income			550,839		136,212
Operating income			<u>29,445,516</u>		<u>22,168,295</u>
Administrative expenses.. .. .		5,946,163		4,280,844	
Other operating expenses		3,412,687		3,334,939	
			<u>(9,358,850)</u>		<u>(7,615,783)</u>
Operating profit			<u>20,086,666</u>		<u>14,552,512</u>
Adjustments to fixed asset investments			(200,000)		(500,000)
Profit on ordinary activities before tax			<u>19,886,666</u>		<u>14,052,512</u>
Tax on profit on ordinary activities			(2,220,935)		(2,071,449)
Retained profit for the financial year			<u><u>17,665,731</u></u>		<u><u>11,981,063</u></u>

The company has no material recognised gains and losses other than those included in the profit and loss account above and therefore no separate statement of total recognised gains and losses has been prepared.

The company's results as reported are on an historical cost basis. Accordingly, no separate statement of historical cost profits and losses has been presented.

Note:

(1) The information presented on pages 56 and 57 of this Information Memorandum has been extracted without material adjustment from the Annual Report and Accounts of ANTIL for the years ended 31st December, 1998 and 31st December, 1997.

**AUDITED FINANCIAL STATEMENTS OF
ABBEY NATIONAL TREASURY INTERNATIONAL LIMITED**

Balance sheets as at 31st December, 1998 and 1997⁽¹⁾

	1998	1997
	£	£
Assets		
Cash, current accounts with banks and money at call	67,506,990	26,249,236
Certificates of deposit	87,056,271	82,564,835
Loans and advances to banks	148,400,270	252,095,657
Loans and advances to customers	3,386,882	4,379,002
Debtors and other assets	45,019,737	51,075,563
Investment securities	3,097,057,077	2,691,321,440
Fixed assets.. .. .	6,568,728	5,718,240
Total assets.. .. .	3,454,995,955	3,113,403,973
Liabilities and shareholders' funds		
Share capital:		
Equity	13,000,000	13,000,000
Non equity	3,350,000	3,350,000
Reserves:		
Equity	152,020,385	134,354,654
	168,370,385	150,704,654
Liabilities		
Deposit and current accounts	3,135,690,742	2,716,502,364
Debt securities in issue	78,421,910	158,366,846
Creditors and other accounts	70,005,506	85,684,265
Taxation	2,507,412	2,145,844
	3,454,995,955	3,113,403,973

Note:

(1) The information presented on pages 56 and 57 of this Information Memorandum has been extracted without material adjustment from the Annual Report and Accounts of ANTIL for the years ended 31st December, 1998 and 31st December, 1997.

AN STRUCTURED ISSUES LIMITED

ANSIL is a wholly owned subsidiary of ANTS. It was incorporated as a public company in Jersey under the Companies (Jersey) Laws 1991 on 14th October, 1999 with registered number 75340.

ANSIL is a special purpose company whose only business is to enter into issues of Credit Linked, Equity Linked and other structured Notes pursuant to the Programme. ANSIL is unconditionally and irrevocably guaranteed by Abbey National plc. It should however be noted that this guarantee extends only to amounts which have become due and payable in accordance with the terms of the relevant Note. It is not a guarantee that any such amount will become due and payable.

See “Risk Factors” above for a discussion of certain factors to be considered in connection with an investment in Credit Linked, Equity Linked and other structured Notes which may be issued by ANSIL under the Programme.

Registered Office of ANSIL

Cater Allen House, Commercial Street, St. Helier, Jersey JE4 8WU.

The register of members of ANSIL is kept at the above address.

Company Secretary

Mark A. Hoyow, FCA

Board of Directors

The Board of Directors of ANSIL comprises the following Executive Directors:

Position	Name	Other Principal Activities
Chairman	Gareth Jones, FCA FCT	Managing Director, Treasury and Wholesale Banking of the Guarantor and Chief Executive of ANTS
Executive Directors	Gwen Batchelor, FCCA FCT	Finance Director of ANTS
	Alex Braun, ACA MCT	Director of ANTS
	Fenella Edge	Director of ANTS
	Robin Garratt, ACA MCT	Director of ANTS
	Brian Morrison	Director of ANTS
	Steve Warr, ACA MCT	Director of ANTS

The business address of each of the above is Abbey House, Baker Street, London NW1 6XL.



The Directors
AN Structured Issues Limited
Cater Allen House
Commercial Street
St. Helier
Jersey JE4 8WU

12 November 1999

Dear Sirs

AN Structured Issues Limited (the “Company”)

We report for the purposes of the Information Memorandum being prepared in connection with the U.S.\$15,000,000,000 Euro Medium Term Note Programme established by Abbey National Treasury Services plc, Abbey National Treasury International Limited and AN Structured Issues Limited and guaranteed by Abbey National plc.

The Company was incorporated on 14 October 1999 under the name of AN Structured Issues Limited under the Companies (Jersey) Law 1991. The Company has issued 2 shares for a consideration of £2.

The Directors of ANSIL have informed us that the Company has not yet traded and no dividends have been declared or paid.

No financial statements have been prepared for submission to the members of the Company in respect of any period.

Yours faithfully

Deloitte & Touche
Chartered Accountants

THE ABBEY NATIONAL GROUP

Abbey National plc was incorporated in England and Wales on 12th September, 1988 with registered number 2294747 and is the successor company to which the Abbey National Building Society transferred its business in July 1989. Abbey National is the parent company of the Group.

Introduction

The Abbey National Group was the fifth largest banking group in the United Kingdom in terms of assets at 31st December, 1998 with total assets of £177.8 billion (1997: £150.8 billion). During 1998 the Group made pre-tax profits of £1,520 million (1997: £1,279 million).

The Business of the Group

Abbey National and its subsidiaries comprise a major personal financial services group in the United Kingdom, providing a wide range of financial products and services. The Group operates principally in the following business segments:

U.K. Retail Banking

U.K. Retail Banking is the largest business of the Group and the major areas of activity are:

Mortgage Lending

The Group provides an extensive mortgage service and, as at 31st December, 1998, had total U.K. residential mortgage assets of £62.3 billion (1997: £60.8 billion) net of suspended interest and provisions. During 1998 the Group's market share of the increase in U.K. mortgages outstanding was an estimated 5.9 per cent. (1997: 3.3 per cent.). As at 31st December, 1998, the Group's market share of the total U.K. mortgage stock was an estimated 13.6 per cent. compared to 14.1 per cent. as at 31st December, 1997.

Savings

The Group provides a range of savings accounts to meet the varied requirements of its customers and, as at 31st December, 1998, U.K. retail savings of customers with the Group amounted to £49.3 billion (1997: £47.7 billion). As at 31st December, 1998, the Group's market share of the total U.K. liquid savings stock was an estimated 8.9 per cent. compared to 9.2 per cent. at 31st December, 1997.

Retail Current Account Banking

During 1998, over 182,000 new bank accounts were opened (1997: 127,000) bringing the total number of accounts to 1.86 million. In addition, the Group has a credit card base of 507,000 cards and nearly 2.2 million debit cards in issue.

Treasury & Wholesale Banking

The activities of Treasury & Wholesale Banking are conducted primarily through ANTS. The assets of Treasury & Wholesale Banking were £84.9 billion at 31st December, 1998 (1997: £68.5 billion). This includes assets of £31.6 billion at 31st December, 1998 in its specialist repo and stocklending subsidiary, Cater Allen International Limited ("CAIL") (1997: £16.1 billion). The size of the trading book within ANTS stood at £5.6 billion at the end of 1998 (1997: £7.6 billion). Investment assets increased to £47.7 billion at 31st December, 1998 (1997: £44.8 billion). ANTS has a representative office in Hong Kong and a branch in Paris.

Life Assurance Operations

The Group is active in each of the three principal areas of the U.K. Life assurance industry: life and ill-health protection assurance, pensions and investments and savings. Scottish Mutual Assurance plc offers a broad range of products through independent financial advisers, while Abbey National Life plc offers products through the Group's distribution network. Scottish Mutual Assurance plc's new business premium income arising from policies sold in 1998 increased by 38 per cent. to £1,672 million (1997: £1,212 million). Abbey National Life plc's new business premiums from policies sold in 1998 totalled £851 million (1997: £727 million), a 17 per cent. increase.

Finance House

Finance House provides unsecured personal loans under the Abbey National and First National brands. It also provides secured loans, motor finance and vehicle contract hire, leasing, factoring and commercial mortgages. In 1998, First National Bank's assets increased by 3.9 per cent. to £3.57 billion (1997: £3.44 billion) and the net loan assets of Abbey National branded unsecured personal loans increased by 8 per cent. to £1.23 billion (1997: £1.14 billion).

On 30th December, 1998 the NatWest Group ("NatWest") sold to the Group three point of sale finance businesses. The consideration consisted of a cash payment (inclusive of premium) of £347 million, based on the estimated net asset value of these businesses as at the date of completion.

The businesses included in the transaction are Lombard Motor Finance, Lombard Tricity Finance Limited and Lombard Business Equipment Leasing Limited (now known as First National Motor Finance, First National Tricity Finance Limited and LBEL Limited, respectively) together representing total assets of £4.11 billion as at 30th December, 1998. The acquisition of these businesses enabled First National Bank to add further strength and depth to its own strongly growing point of sale finance operations.

General Insurance

General Insurance is a business segment reflecting the results of the Group's general insurance business, previously classified with U.K. Retail Banking. The range of general insurance products offered includes property, buildings and contents, payment protection, private medical, motor and travel insurance.

Wealth Management

In 1998 a new Wealth Management division was formed from the offshore retail, onshore private banking and execution-only stockbroking operations previously in Treasury & Wholesale Banking, plus the Abbey National Independent Consulting Group. The Wealth Management division targets these specialist businesses at high net worth individuals and expatriate clients.

Continental Europe

The Group has operations in France and Italy, the main activity of which is the provision of residential mortgage loans. In May, 1998 the entire Abbey National operation in Spain was sold to Caja de Ahorros del Mediterraneo, at a profit to the Group of £13 million. The Group maintains a representative office in Madrid.

Interim Results for the six months to 30th June, 1999

Profits before tax of the Group for the six months to 30th June, 1999 rose by 17 per cent. to £875 million compared with £748 million for the six months to 30th June, 1998. Total charges for bad debts rose to £171 million from £79 million in the first half of 1998.

Total Group assets increased by 10 per cent. since 31st December, 1998 to £196.4 billion (31st December, 1998: £177.8 billion).

Pre-tax profits for U.K. Retail Banking increased by 6 per cent. to £460 million (30th June, 1998: £436 million) reflecting a strengthening of the retail brand in spite of challenging market conditions.

Treasury & Wholesale Banking contributed pre-tax profits of £202 million for the six months to 30th June, 1999 (30th June, 1998: £184 million). This increase reflects continued growth in investment assets and the development of related and complementary businesses.

Life Assurance increased profit before tax by 15 per cent. to £105 million (30th June, 1998: £91 million) as a result of growth in business volumes in a strong market.

Finance House profit before tax rose by 32 per cent. to £79 million (30th June, 1998: £60 million), reflecting the acquisition of consumer finance businesses in 1998 and notwithstanding the cost of infrastructure investment, margin pressures in unsecured lending and increased provisions.

General Insurance profit increased by 9 per cent. to £48 million (30th June, 1998: £44 million), significant growth in premiums being partially offset as a result of Abbey National now bearing the full operating expenses of the business.

Wealth Management division increased profits before tax by 58 per cent. to £19 million (30th June, 1998: £12 million) due to increased business volumes and margins on the retail deposit business.

Continental Europe made a pre-tax loss of £0.1 million excluding Year 2000 and EMU costs (30th June, 1998: £1 million profit).

Recent Developments

On 24th September, 1999 the Bank of Scotland announced an offer for National Westminster Bank Plc. Abbey National is reviewing its position in the banking industry in the light of this offer and other developments in the context of its overall strategy.

Directors of Abbey National

The following are members of the Board of Directors of Abbey National:

<u>Position</u>	<u>Name</u>	<u>Other principal activities</u>
Chairman	The Lord Tugendhat	Non-executive Director, Eurotunnel plc Chairman, Blue Circle Industries PLC Non-executive Director, Rio Tinto PLC
Deputy Chairmen	Charles Villiers, FCA Keith Woodley, FCA	Non-executive Director, Debenham, Tewson and Chinnocks Holdings PLC
Chief Executive	Ian Harley, FCA FCIB	Non-executive Director, Rentokil Initial plc
Executive Directors	Tim Ingram, MBA FCIB Gareth Jones, FCA FCT John King Malcolm Millington Mark Pain, FCA Andrew Pople, MBA Ian Treacy, FCA	Non-executive Director, Hogg Robinson plc Non-executive Director, Somerfield plc
Non-Executive Directors	Leon Allen Mair Barnes Richard Hayden Sir Terence Heiser, GCB Peter Ogden James Tuckey, FRICS The Lord Shuttleworth, JP FRICS	Non-executive Director, Scottish Power Plc Non-executive Vice Chairman, Goldman Sachs International Non-executive Director, J. Sainsbury plc Director Personal Investment Authority Director, Computacenter plc Chairman, Omnia Limited and Computasoft Limited

The business address of each of the above is Abbey House, Baker Street, London NW1 6XL.

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF ABBEY NATIONAL

Consolidated profit and loss accounts for the years ended 31st December, 1998 and 1997⁽¹⁾

	1998	1997
	£m	£m
Interest receivable		
Interest receivable and similar income arising from debt securities	3,011	2,008
Other interest receivable and similar income	6,467	5,823
Adjustment to net investment in finance leases	—	(133)
Interest payable	(7,249)	(5,809)
Net interest income	<u>2,229</u>	<u>1,889</u>
Dividend income	4	3
Fees and commissions receivable	643	547
Fees and commissions payable	(136)	(96)
Dealing profits	44	52
Other operating income:		
Income from long term assurance business	155	147
Adjustment to income from long term assurance business	—	(12)
Other operating income	172	83
Total operating income	<u>3,111</u>	<u>2,613</u>
Administrative expenses.. .. .	(1,240)	(1,096)
Depreciation and amortisation	(106)	(98)
Provisions:		
Provisions for bad and doubtful debts	(201)	(121)
Provisions for contingent liabilities and commitments	(16)	(16)
Amounts written off fixed asset investments	(28)	(3)
Profit on ordinary activities before tax	<u>1,520</u>	<u>1,279</u>
Tax on profit on ordinary activities	(462)	(326)
Profit on ordinary activities after tax	<u>1,058</u>	<u>953</u>
Minority interests—equity	—	1
Profit attributable to the shareholders of Abbey National plc	<u>1,058</u>	<u>954</u>
Transfer to non-distributable reserve.. .. .	(125)	(78)
Dividends including amounts attributable to non-equity interests	(535)	(469)
Profit retained for the financial year	<u>398</u>	<u>407</u>
Profit on ordinary activities before tax includes:		
for acquired operations	—	7
for discontinued operations (with prior year comparative)	5	(1)
Earnings per ordinary share—basic	72.4p	65.2p
Earnings per ordinary share—diluted	71.7p	64.7p

Notes:

(1) The information presented on pages 63 and 64 of this Information Memorandum has been extracted without material adjustment from the Directors' Report and Accounts of the Guarantor for the years ended 31st December, 1998 and 31st December, 1997.

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF ABBEY NATIONAL

Consolidated balance sheets as at 31st December, 1998 and 1997⁽¹⁾

	1998	1997
	£m	£m
Assets		
Cash and balances at central banks	329	329
Treasury bills and other eligible bills	2,057	1,628
Loans and advances to banks	7,428	8,271
Loans and advances to customers	72,261	66,878
Net investment in finance leases	5,326	4,655
Debt securities	54,203	46,454
Assets under stock borrowing and lending agreements	15,026	6,678
Equity shares and other variable yield securities	123	83
Long term assurance business	760	649
Interests in associated undertakings	20	21
Intangible fixed assets	201	—
Tangible fixed assets	731	698
Operating lease assets	223	67
Other assets.. .. .	3,332	2,273
Prepayments and accrued income	2,376	2,023
Assets of long term assurance funds	13,383	10,101
Total assets.. .. .	177,779	150,808
Liabilities		
Deposits by banks.. .. .	35,610	23,814
Customer accounts	52,924	55,719
Debt securities in issue	42,989	40,201
Liabilities under stock borrowing and lending agreements	15,026	6,678
Dividend proposed	334	290
Other liabilities	4,564	2,678
Accruals and deferred income	3,015	2,842
Provisions for liabilities and charges.. .. .	1,194	1,144
Subordinated liabilities including convertible debt	3,333	2,463
Liabilities of long term assurance funds	13,383	10,101
	172,372	145,930
Called up share capital—ordinary shares	142	141
—preference shares.. .. .	325	325
Share premium account	1,493	1,460
Reserves	433	308
Profit and loss account	3,014	2,644
Shareholders' funds including non-equity interests	5,407	4,878
Total liabilities	177,779	150,808
Memorandum items		
Contingent liabilities		
Guarantees and assets pledged as collateral security	1,844	1,915
Other contingent liabilities	552	779
	2,396	2,694
Commitments	2,810	2,164

Notes:

(1) The information presented on pages 63 and 64 of this Information Memorandum has been extracted without material adjustment from the Directors' Report and Accounts of the Guarantor for the years ended 31st December, 1998 and 31st December, 1997.

INTERIM CONSOLIDATED FINANCIAL STATEMENTS OF ABBEY NATIONAL

Consolidated profit and loss accounts for the six months ended 30th June, 1999 and 30th June 1998⁽²⁾

	1999 Before exceptional items £m	1999 exceptional items £m	1999 (Unaudited) £m	1998 (Unaudited) £m	Full Year 1998 £m
Net interest income ..	1,302	—	1,302	1,066	2,229
Commissions, fees and other income (note 1)	528	(5)	523	432	882
Total operating income ..	1,830	(5)	1,825	1,498	3,111
Operating expenses (note 1)	(746)	(15)	(761)	(655)	(1,346)
Provisions for bad and doubtful debts	(171)	—	(171)	(79)	(201)
Provisions for contingent liabilities and commitments	(3)	—	(3)	(9)	(16)
Amounts written off fixed asset investments	(15)	—	(15)	(7)	(28)
Profit on ordinary activities before tax	895	(20)	875	748	1,520
Tax on profit on ordinary activities	(270)	6	(264)	(234)	(462)
Profit on ordinary activities after tax	625	(14)	611	514	1,058
Transfer to non-distributable reserve	—	—	—	—	(125)
Preference dividends ..	(17)	—	(17)	(16)	(34)
Ordinary dividends ..	(190)	—	(190)	(167)	(501)
Profit retained for the period	418	(14)	404	331	398
Profit on ordinary activities before tax includes:					
for operations acquired in the period			2	—	—
for operations discontinued in the period			—	12	5
Average number of ordinary shares in issue (millions)			1,418	1,413	1,414
Earnings per ordinary share- basic			41.9p	35.2p	72.4p
Earnings per ordinary share- diluted			41.5p	34.9p	71.7p
Dividends per ordinary share			13.4p	11.75p	35.3p
Dividend cover			3.1	3.0	2.0

Notes on exceptional items:

- (1) Comparative charges for 1998 were £36 million in operating expenses (1998 full year: £61 million) and £3 million in commissions, fees and other income (1998 full year: £7 million). Year 2000 and EMU costs incurred in 1999 are shown as exceptional items within operating expenses and as a charge against income from long term assurance business within commissions, fees and other income.
- (2) The information presented on pages 65 and 66 of this Information Memorandum have been extracted without material adjustment from the interim consolidated results of the Guarantor for the six months ended 30th June, 1999 and 30th June, 1998.

INTERIM CONSOLIDATED FINANCIAL STATEMENTS OF ABBEY NATIONAL

Consolidated balance sheets as at 30th June, 1999 and 30th June 1998⁽¹⁾

	1999 (Unaudited) £m	1998 (Unaudited) £m
Assets		
Cash, treasury bills and other eligible bills..	3,097	2,289
Loans and advances to banks ..	9,972	6,801
Loans and advances to customers ..	73,370	67,391
Non returnable finance and securitised advances ..	(1,129)	(233)
Loans and advances to customers, after non-returnable finance ..	72,241	67,158
Net investment in finance leases ..	5,362	4,668
Securities and investments ..	62,390	49,760
Assets under stock borrowing and lending agreements ..	17,767	13,982
Long-term assurance business ..	973	710
Fixed assets..	947	736
Operating lease assets ..	267	84
Other assets..	8,428	4,666
Assets of long-term assurance funds ..	14,974	11,880
Total assets..	196,418	162,734
Liabilities		
Deposits by banks..	36,621	28,552
Customer accounts ..	53,321	53,334
Debt securities in issue ..	52,949	38,621
Liabilities under stock borrowing and lending agreements ..	17,767	13,982
Other liabilities ..	10,870	8,419
Subordinated liabilities including convertible debt ..	4,096	2,727
Liabilities of long-term assurances funds ..	14,974	11,880
Total liabilities ..	190,598	157,515
Non-equity shareholders' funds ..	450	450
Equity shareholders' funds ..	5,370	4,769
Total liabilities and shareholders' funds ..	196,418	162,734

Notes:

(1) The information presented on pages 65 and 66 of this Information Memorandum have been extracted without material adjustment from the interim consolidated results of the Guarantor for the six months ended 30th June, 1999 and 30th June, 1998.

CAPITALISATION OF THE GROUP

The following table sets out the authorised and issued share capital of ANTS and of the Guarantor and the Group shareholders' funds and indebtedness as at 31st December, 1998 and at 30th September, 1999.⁽⁸⁾⁽⁹⁾

	As at 31st December, 1998 (in £ million) (audited)	As at 30th September, 1999 (in £ million) (unaudited)
SHARE CAPITAL		
ANTS		
Authorised share capital comprising ordinary shares of £1 each ..	255	1,000
Issued and fully paid	255	675
Guarantor		
Authorised share capital:		
Sterling Ordinary shares of 10p each	175	175
Sterling Preference shares of £1 each	1,000	1,000
USD Preference shares of \$0.01	6	6
Issued and fully paid comprising ordinary shares of 10p each ..	142	142
Issued and fully paid comprising sterling preference shares of £1 each	325	325
GROUP SHAREHOLDERS' FUNDS		
Equity		
Issued and fully paid share capital	142	142
Share premium	1,368	1,389
Reserves	433	433 ⁽¹⁾
Profit and loss account	3,014	3,407 ⁽¹⁾
Non-Equity		
Issued and fully paid preference share capital	325	325
Share premium ⁽²⁾	125	125
Total Shareholders' Funds	5,407	5,822
GROUP INDEBTEDNESS⁽³⁾		
Subordinated Bonds/Notes⁽⁴⁾⁽⁵⁾		
Due within one year	357	36
Due after more than one year and less than five years	288	680
Due after five years	2,500	3,015
Exchangeable capital securities ⁽⁶⁾	200	200
	3,345	3,931
Medium-Term Note Programme⁽⁴⁾⁽⁵⁾		
Due within one year	7,718	9,357
Due after more than one year and less than five years	3,149	4,540
Due after five years	659	1,140
	11,526	15,037
Other Loan Capital⁽⁴⁾⁽⁵⁾		
Floating/Variable Rate Bonds/Notes		
Due within one year	59	11
Due after more than one year and less than five years	—	—
Due after five years	—	—
	59	11
Fixed Rate Bonds/Notes		
Due within one year	3,255	1,802
Due after more than one year and less than five years	8,320	9,474
Due after five years	2,917	1,969
	14,492	13,245
Total Indebtedness	29,422	32,224
Total Capitalisation⁽⁷⁾	34,829	38,046

Notes:

- (1) As at 30th June, 1999.
- (2) The preference share premium is stated after the deduction of issue costs of £8 million.
- (3) As at 31st December, 1998 and 30th September, 1999, £27,125 million and £29,393 million respectively constituted indebtedness of the ANTS Group.
- (4) All the bonds and notes are guaranteed by Abbey National, with the exception of certain unsecured indebtedness of Abbey National which amounted to £2,150 million and £2,825 million at 31st December, 1998 and 30th September, 1999, respectively and certain secured indebtedness of Abbey National which amount to £47 million and £0 million at 31st December, 1998 and 30th September, 1999, respectively.
- (5) Liabilities in foreign currencies are translated into Pounds Sterling at market exchange rates prevailing on 31st December, 1998 and 30th September, 1999, as appropriate.
- (6) £200 million 10¹/₁₆ per cent. Exchangeable Capital Securities, exchangeable into 200 million 10³/₈ per cent. Non-Cumulative Sterling Preference Shares of £1 each of Abbey National on any Exchange Date at the option of Abbey National plc.
- (7) The total capitalisation of the Group has increased by £1,067 million between 30th September, 1999 and 12th November, 1999 as a result of issues and repayments of loan capital amounting to £1,119 million and £184 million, respectively, and a £132 million increase due to foreign exchange movements.
- (8) As at 12th November, 1999, no undertaking within the Group, either individually or collectively, had any contingent liabilities outside of the Group which were material in the context of the ANTS Group or the Group.
- (9) Save for the information disclosed, there has been no material change in the authorised or issued share capital of ANTS and of the Guarantor, and no material change in the indebtedness of the ANTS Group or the Group since 30th September, 1999.

CAPITALISATION OF ANTIL

The following table sets out the share capital and indebtedness of ANTIL at 31st December, 1998 and at 30th September, 1999:⁽²⁾⁽³⁾

	As at 31st December, 1998 (audited)	As at 30th September, 1999 (unaudited)
Share capital		
Ordinary shares (authorised 15,000,000, issued 13,000,000 of £1 each)	£13,000,000	£13,000,000
Non-redeemable preference shares (authorised 5,000,000, issued 3,350,000 of £1 each)	£3,350,000	£3,350,000
Total shareholders' funds	£16,350,000	£16,350,000
 Indebtedness		
U.S.\$130,000,000 6 per cent. Guaranteed Notes due 1999	£78,421,910 ⁽¹⁾	—
Total indebtedness	£78,421,910	—

Notes:

- (1) Translated into sterling at the rate of U.S.\$1.6577=£1.
- (2) As at 12th November, 1999, ANTIL had no material contingent liabilities.
- (3) There has been no material change in the authorised or issued share capital of ANTIL and no material change in the indebtedness as set out in the above table of ANTIL since 30th September, 1999.

CAPITALISATION OF ANSIL

The following table sets out the share capital of ANSIL at 12th November, 1999:⁽¹⁾

	As at 12th November, 1999 (unaudited)
Share capital	
Ordinary shares (authorised 2, issued 2 of £1 each)	2
Total Shareholders' funds	<u>2</u>

Notes:

(1) As at 12th November, 1999, ANSIL had no material contingent liabilities and no material indebtedness.

BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Cedelbank (together, the “Clearing Systems”) currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuers and the Guarantor believe to be reliable. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuers, the Guarantor, the Trustee, the Dealers and the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry Systems

DTC

DTC has advised the Issuers and the Guarantor that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants (“Participants”) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations (“Direct Participants”). DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “Rules”), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC’s book-entry settlement system (“DTC Notes”) as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the United States Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (“Owners”) have accounts with respect to the DTC Notes are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants can receive payments and transfer their interest with respect to the DTC Notes.

Purchases of DTC Notes under the DTC System must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC’s records. The ownership interest of each actual purchaser of each DTC Note (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC’s records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping an account of their holdings of DTC Notes on behalf of their customers.

Delivery of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes of a Series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC will mail an Omnibus Proxy to the relevant Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the relevant Issuer or the Guarantor, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the relevant Issuer or the Guarantor, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants. None of the Issuers or the Guarantor accept any responsibility or liability for any such payments to be made by DTC or by Direct or Indirect Participants.

Euroclear and Cedelbank

Euroclear and Cedelbank each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Cedelbank provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Cedelbank also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Cedelbank have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Cedelbank customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Cedelbank is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Book-entry Ownership of and Payments in respect of DTC Notes

The relevant Issuer will apply to DTC in order to have each Tranche of Notes represented by Rule 144A Global Notes accepted in its book-entry settlement system. Upon the issue of any Rule 144A Global Notes, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Rule 144A Global Notes to the accounts of DTC Participants. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in a Rule 144A Global Note will be held through Direct Participants or Indirect Participants of DTC, including the respective depositories of Euroclear and Cedelbank. Ownership of beneficial interests in a Rule 144A Global Note will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Rule 144A Global Note registered in the name of DTC's nominee will be made to the order of such nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made by the relevant Issuer to the Exchange Agent on behalf of DTC's nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Rule 144A Notes in the currency in which such payment was made and/or cause all or a

portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

Transfers of Notes Represented by Registered Global Notes

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and Cedelbank will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Rule 144A Global Note to pledge such Notes to persons or entities that do not participate in the DTC system or to otherwise take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Rule 144A Global Note to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a Direct or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "Subscription and Sale and Transfer and Selling Restrictions", cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Cedelbank accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian ("Custodian") with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Euroclear and Cedelbank and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Cedelbank and DTC Participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Cedelbank, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Cedelbank accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a delivery free of payment basis and arrangements for payment must be made separately.

DTC, Euroclear and Cedelbank have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Euroclear and Cedelbank. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, the Guarantor, the Trustee, the Agents or any Dealer will be responsible for any performance by DTC, Euroclear or Cedelbank or their respective Direct or Indirect Participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

The relevant Issuer will apply to Austraclear Limited ("Austraclear") for approval for each Series of Australian Domestic Notes to be traded on the settlement system operated by Austraclear ("Austraclear System"). Such approval by Austraclear is not a recommendation or endorsement by Austraclear of the Australian Domestic Notes.

If accepted for admission to the respective system, interests in Australian Domestic Notes may be held through Euroclear or Cedelbank. In these circumstances, entitlements in respect of holdings of interests in the Notes in Euroclear would be held in the Austraclear System by Westpac Custodian Nominees Limited as nominee of Euroclear while entitlements in respect of holdings of interests in the Notes in Cedelbank would be held in the Austraclear System by ANZ Nominees Limited as nominee of Cedelbank.

The rights of a holder of interests in Australian Domestic Notes held through Euroclear or Cedelbank are subject to the respective rules and regulations for accountholders of Euroclear and Cedelbank, the terms and conditions of agreements between Euroclear and Cedelbank and their respective nominee and the rules and regulations of the Austraclear System.

In addition any transfer of interests in Australian Domestic Notes, which is held through Euroclear or Cedelbank will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Law in force in Australia and the requirements for minimum consideration set out in Condition 2(c) of the Notes.

The relevant Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

TAXATION

The comments below are of a general nature and are based on the Issuers' and the Guarantor's understanding of current law and practice in the United Kingdom, Jersey and Australia relating to the deduction from interest on the Notes for or on account of tax.

UK Taxation

1. ANTS, provided that it continues to be a bank for the purposes of Section 349 of the Income and Corporation Taxes Act 1988 ("ICTA 1988") and provided that the interest on the Notes is paid in the ordinary course of its business within the meaning of Section 349 of ICTA 1988, is entitled to make payments of interest on the Notes without withholding or deduction for or on account of United Kingdom income tax.
2. Payments of interest on Notes issued by ANTS or by ANSIL (whether or not paragraph 1. above applies) which are in bearer form and are listed on a "recognised stock exchange" within the meaning of Section 841 of ICTA 1988 may be made without withholding or deduction for or on account of United Kingdom income tax:
 - (i) where payment is made by or through an overseas paying agent; or
 - (ii) if payment is made by or through a paying agent in the United Kingdom, where the Notes (and any related Receipts) are held in a "recognised clearing system" within the meaning of Section 841A of ICTA 1988 (Euroclear and Cedelbank are recognised for these purposes) or where the person who is the beneficial owner of the Notes, the related Receipts (if any) and the related Coupons is not resident in the United Kingdom, and in each case the person by or through whom the payment is made receives a declaration in the prescribed form that one of these conditions is satisfied.

In all other cases tax would, subject to any relief available under any applicable double taxation convention, have to be withheld at the rate set out in paragraph 4 below.

3. If Notes issued by ANTS or ANSIL are in bearer form and are listed on a recognised stock exchange any person in the United Kingdom who, in the course of a trade or profession:
 - (a) acts as a custodian of the Notes and receives interest or has it paid at its direction or with its consent to another person; or
 - (b) collects or secures (or arranges to collect or secure) payment of or receives interest on the Notes for another person (other than merely by clearing, or arranging to clear, a cheque), may be required to account for (and therefore may withhold) United Kingdom income tax as set out below in paragraph 4 from such interest unless certain exceptions apply, such exceptions including that:
 - (i) the Notes (and any related Receipts) are held in a recognised clearing system (as described above) and the collecting agent pays or accounts for the interest directly or indirectly to the recognised clearing system; or
 - (ii) the Notes (and any related Receipts) are held in a recognised clearing system and the collecting agent is acting as depositary for the recognised clearing system; or
 - (iii) the person beneficially entitled to the interest is not resident in the United Kingdom and beneficially owns the Notes (and any related Receipts),

and in cases (i) and (iii) a declaration has been made in the prescribed form that one of those conditions is satisfied.

There are also other exemptions for certain types of Noteholder in certain circumstances (e.g. pension funds, charities, non-resident trusts, local authorities, and health service bodies etc.)

4. Where the United Kingdom tax is withheld, the rate is the lower rate of income tax (currently 20 per cent.).
5. In May 1998, the European Commission presented to the Council of Ministers of the European Union a proposal to oblige Member States to adopt either a "withholding tax system" or an

“information reporting system” in relation to interest, discounts and premiums. It is unclear whether this proposal will be adopted, and if it is adopted, whether it will be adopted in its current form. The “withholding tax system” would require a paying agent established in a Member State to withhold tax at a minimum rate of 20 per cent. from any interest, discount or premium paid to an individual resident in another Member State unless such an individual presents a certificate obtained from the tax authorities of the Member State in which he is resident confirming that those authorities are aware of the payment due to that individual. The “information reporting system” would require a Member State to supply, to other Member States, details of any payment of interest, discount or premium made by paying agents within its jurisdiction to an individual resident in another Member State. For these purposes, the term “paying agent” is widely defined and includes an agent who collects interest, discounts or premiums on behalf of an individual beneficially entitled thereto. If this proposal is adopted, it will not apply to payments of interest, discounts and premiums made before 1st January, 2001.

Noteholders who are individuals should note that, if this proposal is adopted in its current form, the provisions of the Standard Terms and Conditions relating to additional amounts would not apply in respect of any withholding tax imposed as a result thereof.

Jersey Taxation

ANTIL has received confirmation from the Comptroller of Income Tax in Jersey that payments of interest on the Notes may be made by ANTIL without withholding or deduction for or on account of Jersey income tax.

ANSIL will have “exempt company” status within the meaning of Article 123A of the Income Tax (Jersey) Law, 1961, as amended, for the calendar year ending 31st December, 1999. ANSIL will be required to pay an annual exempt company charge which is currently £600 in respect of each subsequent calendar year during which it wishes to continue to have “exempt company” status. The retention of “exempt company” status is conditional on the Comptroller of Income Tax in Jersey being satisfied that no Jersey resident has a beneficial interest in the Issuer, except as permitted by concessions granted by the Comptroller of Income Tax.

As an “exempt company”, ANSIL will not be liable to Jersey income tax other than on Jersey source income (except bank deposit interest on Jersey bank accounts). For so long as ANSIL is an “exempt company”, payments in respect of the Notes will not be subject to taxation in Jersey (unless the Noteholder is resident in Jersey) and no withholding in respect of taxation will be required on any such payment made to a holder of the Notes.

Australian Taxation

So long as the relevant Issuer remains a non-resident of Australia, payments of principal and interest made under the Notes will not be subject to Australian interest withholding tax. The requirements of Part VA of the *Income Tax Assessment Act 1936* of Australia relating to the quotation of tax file numbers do not apply to debentures (which would include the Notes) issued by non-resident body corporates which are not attributable to a permanent establishment in Australia.

PROSPECTIVE NOTEHOLDERS WHO ARE IN ANY DOUBT AS TO THEIR TAX POSITION OR WHO MAY BE SUBJECT TO TAX IN A JURISDICTION OTHER THAN THE UNITED KINGDOM, JERSEY OR AUSTRALIA SHOULD SEEK INDEPENDENT ADVICE.

SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealers have in a programme agreement (the “Programme Agreement”) dated 12th November, 1999 agreed with the Issuers and the Guarantor a basis upon which each Issuer may from time to time agree to issue Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes”. In the Programme Agreement, the relevant Issuer (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

In order to facilitate the offering of any Tranche of the Notes, certain persons participating in the offering of the Tranche may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Notes during and after the offering of the Tranche. Specifically such persons may over-allot or create a short position in the Notes for their own account by selling more Notes than have been sold to them by the relevant Issuer. Such persons may also elect to cover any such short position by purchasing Notes in the open market. In addition, such persons may stabilise or maintain the price of the Notes by bidding for or purchasing Notes in the open market and may impose penalty bids, under which selling commissions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Notes at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the price of the Notes to the extent that it discourages resales of the Notes. No representation is made as to the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time. Under current United Kingdom laws and regulations stabilising activities may only be carried on by the Stabilising Manager named in the applicable Pricing Supplement and only for a period of 30 days following the Issue Date of the relevant Tranche of Notes.

Transfer Restrictions

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.

Each purchaser of Registered Notes or person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or *vice versa*, will be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

1. that either: (a) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (b) it is outside the United States and is not a U.S. person;
2. that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
3. that, unless it holds an interest in a Regulation S Global Note and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is two years after the later of the last Issue Date for the Series and the last date on which the relevant Issuer or an affiliate of the relevant Issuer was the owner of such Notes, only (a) to the relevant Issuer or any affiliate thereof, (b) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (c) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (d) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (e) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws;

4. it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph 3 above, if then applicable;
5. that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes, and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
6. that the Rule 144A Global Notes and any definitive Registered Notes issued in exchange therefor will bear a legend to the following effect unless otherwise agreed to by the relevant Issuer:

“THIS SECURITY HAS NOT BEEN 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 AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES, OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE TRUST DEED AND THE AGENCY AGREEMENT) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).”;

7. if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the Distribution Compliance Period (defined as 40 days after the completion of distribution of the Notes), it will do so only (a)(i) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (ii) to a QIB in compliance with Rule 144A and (b) in accordance with all applicable U.S. State securities laws;

and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS 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 IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.”; and

8. that the relevant Issuer, the Guarantor and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the relevant Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Restricted Notes in the United States to any one purchaser will be for less than U.S.\$100,000 (or its equivalent) principal amount and no Restricted Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$100,000 (or its equivalent).

Selling Restrictions

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Notes issued by ANSIL may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

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

In connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S (“Regulation S Notes”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Regulation S Notes are a part. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration

requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is U.S.\$100,000 (or the approximate equivalent thereof in any other currency).

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the relevant Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

United Kingdom

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

1. in relation to Notes which have a maturity of one year or more and which are to be listed on the London Stock Exchange, it has not offered or sold and will not offer or sell any Notes to persons in the United Kingdom prior to admission of such Notes to listing in accordance with Part IV of the Financial Services Act 1986 (the “FSA”) except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended) or the FSA;
2. in relation to Notes which have a maturity of one year or more and which are not to be listed on the London Stock Exchange, it has not offered or sold and, prior to the expiry of the period of six months from the issue date of such Notes, will not offer or sell any such Notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (as amended);
3. it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of any Notes, other than, in relation to any Notes to be listed on the London Stock Exchange, any document which consists of or any part of listing particulars, supplementary listing particulars or any other document required or permitted to be published by listing rules under Part IV of the FSA, to a person who is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 (as amended) or is a person to whom such document may otherwise lawfully be issued or passed on; and
4. it has complied and will comply with all applicable provisions of the FSA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Australia

No prospectus in relation to the Notes has been lodged with, or registered by, the Australian Securities and Investments Commission (“ASIC”). Accordingly, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it:

- (a) has not (directly or indirectly) offered for subscription or purchase or issued invitations to subscribe for or buy nor has it sold the Notes;
- (b) will not (directly or indirectly) offer for subscription or purchase or issue invitations to subscribe for or buy nor will it sell the Notes; and
- (c) has not distributed and will not distribute this Information Memorandum or any other draft, preliminary or definitive offering memorandum, advertisements or other offering material relating to the Notes,

in the Commonwealth of Australia, its territories or possessions, unless:

- (i) the consideration payable is a minimum amount of A\$500,000 or the offer or invitation is otherwise an *excluded offer* or *excluded invitation* for the purposes of the Corporations Law

(within the meaning of the Corporations Act 1989 of Australia) and the Corporations Regulations made under the Corporations Law; and

- (ii) the offer, invitation or distribution complies with all applicable laws, regulations and directives and does not require any document to be lodged with, or registered by, the ASIC.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, in relation to Australian Domestic Notes issued by Abbey National Treasury Services plc, it will comply with the directive issued by the Assistant Treasurer of the Commonwealth of Australia dated 23rd September, 1996 as contained in the Banking (Exemption) Order No. 82 which requires all offers and transfers to be for a consideration of at least A\$500,000. Banking (Exemption) Order No. 82 does not apply to transfers which occur outside Australia.

France

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, Notes in France, and has not distributed and will not distribute or cause to be distributed in France this Information Memorandum or any other offering material relating to the Notes, except to (i) qualified investors (*investisseurs qualifiés*) or (ii) a restricted group of investors (*cercle restreint d'investisseurs*), all as defined in Article 6 of *Ordonnance* no. 67-833 dated 28th September, 1967 (as amended) and *Decret* no. 98-880 dated 1st October, 1998.

Germany

In connection with the initial placement of any Notes in Germany, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will offer and sell such Notes (i) unless otherwise provided in the relevant subscription agreement or the applicable Pricing Supplement in the case of an issue made on a syndicated basis, only for an aggregate purchase price per purchaser of at least DM 80,000 (or equivalent) or such other amount as may be stipulated from time to time by applicable German law or (ii) as may otherwise be permitted in accordance with applicable German law.

Japan

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the "Securities and Exchange Law") and each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws and regulations of Japan.

Jersey

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may not be offered to, sold to or purchased or held by persons, other than financial institutions, resident for income tax purposes in Jersey.

The Netherlands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that issues of Notes may not, directly or indirectly, be offered or sold in The Netherlands with a denomination of less than NLG100,000 (or its equivalent in other currencies) other than to persons who trade or invest in securities in the conduct of a profession or business, except for Notes in respect of which one of the exceptions in Article 3, or one of the exemptions under Article 4, of the Securities Transactions Supervision Act 1995 ("*Wet toezicht effectenverkeer 1995*" – "STSA") is applicable. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that if, in the case of a fully underwritten syndicated issue of Notes only, the Notes qualify as Euro-securities under the STSA and its implementing regulation (which they will do if at least two syndicate members have their registered office in different EEA member states and at least 60 per cent. of the relevant Notes are underwritten by syndicate members established in one or more states other than that of the relevant Issuer's registered office), then no general advertising or canvassing campaign may be conducted in respect of the Notes thus issued in The Netherlands.

General

Each Dealer has severally agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuers and the Guarantor that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Notes and that it will not, directly or indirectly, offer, sell or deliver Notes or distribute or publish this document, any prospectus, circular, advertisement or other offering material (including, without limitation, any supplement to this document) in relation to the Notes in or from any country of jurisdiction except under circumstances that will to be the best of its knowledge and belief result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes by it will be made on the foregoing terms.

The restrictions on offerings may be modified by the agreement of the Issuers, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement applicable to each Series of Notes or in a supplement to this document.

GENERAL INFORMATION

1. Incorporation

Abbey National Treasury Services plc and Abbey National plc were incorporated in England and Wales on 24th January, 1989 and 12th September, 1988 respectively, and with registered numbers 2338548 and 2294747 respectively. Abbey National Treasury International Limited was incorporated in Jersey on 11th December, 1989 with registered number 45968 and passed a special resolution to become a public limited company on 18th December, 1996. AN Structured Issues Limited was incorporated as a public limited company in Jersey on 14th October, 1999 with registered number 75340.

2. Authorisation

The establishment of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of Abbey National Treasury Services plc, Abbey National Treasury International Limited and AN Structured Issues Limited dated 16th September, 1999, 22nd September, 1999 and 10th November, 1999 respectively and resolutions of committees of the Board of Directors of Abbey National Treasury Services plc and Abbey National Treasury International Limited dated 9th November, 1999 and 10th November, 1999 respectively. The giving of the Guarantee has been duly authorised by a resolution of the Board of Directors of Abbey National plc dated 21st September, 1999 and a resolution of a committee of the Board of Directors of Abbey National plc dated 9th November, 1999.

3. Listing of Notes on the London Stock Exchange and the Luxembourg Stock Exchange

The listing of Notes on the London Stock Exchange will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List of the London Stock Exchange will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. The listing of the Programme on the London Stock Exchange in respect of Notes is expected to be granted on or before 12th November, 1999.

Application has been made to list Notes issued under the Programme on the Luxembourg Stock Exchange. A legal notice relating to the Programme and the constitutional documents of each Issuer are being lodged with the Registrar of the District Court in Luxembourg (*Greffier en Chef du Tribunal d'Arrondissement de et à Luxembourg*) where such documents may be examined and copies obtained. The Luxembourg Stock Exchange has allocated the number 12299 to the Programme for listing purposes.

4. Documents Available

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of each Issuer and the Guarantor and at the specified offices of the Paying Agents:

- (i) the memorandum and articles of association of each Issuer and the memorandum and articles of association of the Guarantor;
- (ii) the Programme Agreement, the Agency Agreement and the Trust Deed and the forms of Global Notes, Notes in definitive form, Receipts, Coupons and Talons;
- (iii) this Information Memorandum;
- (iv) any future information memoranda, offering circulars, prospectuses and supplements to this Information Memorandum and any other documents incorporated herein or therein by reference; and
- (v) in the case of each issue of listed Notes subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

In addition, for so long as the Notes are capable of being issued under the Programme, copies of the following will, when published, be available free of charge from the registered office of each Issuer and the Guarantor and from the specified office of the Paying Agents:

- (i) Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Paying Agent as to its holding of Notes and identity);
- (ii) the consolidated (in the case of ANTS and the Guarantor) and non-consolidated audited financial statements of each Issuer (other than ANSIL) and the Guarantor for the financial years ended 31st December, 1997 and 31st December, 1998;
- (iii) the most recently published unaudited interim consolidated financial results of the Guarantor, for the six month period ended 30th June, 1999;
- (iv) the letter from Deloitte & Touche (reproduced in this Information Memorandum).

The interim consolidated financial statements of the Guarantor are published semi-annually. The Issuers do not publish any interim financial statements.

A list of the significant subsidiaries of the Group is contained in Abbey National's most recently published Annual Report on Form 20-F.

5. Clearing Systems

The Notes in bearer form may be accepted for clearance through Euroclear and Cedelbank. The appropriate Common Code and ISIN for each Tranche of Bearer Notes allocated by Euroclear and Cedelbank will be specified in the applicable Pricing Supplement. In addition, the relevant Issuer may make an application for any Notes in registered form to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and common code, will be specified in the applicable Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.

6. Significant or Material Change

Save as disclosed herein there has been no significant change in the financial or trading position of the Group, the ANTS Group or any Issuer since 30th June, 1999 and there has been no material adverse change in the financial position or prospects of the Group, the ANTS Group or any Issuer since 31st December, 1998.

7. Litigation

None of the Group, the ANTS Group or any Issuer is or has been involved in any litigation or arbitration proceedings which may have, or have had in the previous 12 months, a significant effect on the financial position of the Group, the ANTS Group or any Issuer nor, so far as the Issuers and the Guarantor are aware, are any such litigation or arbitration proceedings pending or threatened.

8. Other Matters

In 1996, ANTS received a demand from an overseas tax authority in an amount of approximately £113 million relating to the repayment of certain tax credits received and related charges. ANTS has been advised that it has strong grounds to challenge the validity of the demand. As at 31st December, 1998, additional interest in relation to the demand could amount to approximately £10 million (1997: £5 million).

9. Auditors

The consolidated accounts of the Group and the Issuer Group for each of the two years ended 31st December, 1996 and 31st December, 1997 were audited by Coopers & Lybrand, Chartered Accountants, and for the year ended 31st December, 1998 were audited by PricewaterhouseCoopers, Chartered Accountants, in accordance with auditing standards and have been reported on without qualification. The address of PricewaterhouseCoopers is Southwark Towers, 32 London Bridge, London SE1 9SY. Deloitte & Touche, Chartered Accountants, of Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR were appointed as the auditors of Abbey National on 22nd April, 1999 and as the auditors of ANTS on 27th May, 1999.

The consolidated accounts of ANTIL for each of the two years ended 31st December, 1996 and 31st December, 1997 were audited by Coopers & Lybrand (Jersey), Chartered Accountants, and for the year ended 31st December, 1998 were audited by PricewaterhouseCoopers (Jersey), Chartered Accountants, in accordance with auditing standards and have been reported on without qualification. The address of PricewaterhouseCoopers (Jersey) is Twenty Two Colomberie, St. Helier, Jersey JE4 4XA. Deloitte &

Touche, Chartered Accountants, of Lord Coutanche House, 66-68 Esplanade, St. Helier, Jersey JE2 3QB were appointed as the auditors of ANTIL on 22nd July, 1999.

Deloitte & Touche, Chartered Accountants, of Lord Coutanche House, 66-68 Esplanade, St. Helier, Jersey JE2 3QB were appointed as the auditors of ANSIL on 10th November, 1999.

The summary financial information relating to ANTS and the Guarantor contained in this document for each of the two years ended 31st December, 1998, does not constitute statutory accounts as defined in Section 240 of the Companies Act 1985 of Great Britain (the "Companies Act"), but has been extracted without material adjustment from the audited consolidated financial statements of ANTS and the Guarantor respectively for those years. The statutory consolidated accounts of ANTS and the Guarantor for each of the two financial years ended 31st December, 1998 were delivered to the Registrar of Companies in England and Wales. The auditors of ANTS and the Guarantor have made reports under Section 235 of the Companies Act in respect of each set of statutory consolidated accounts for the two financial years ended 31st December, 1998 and each such report was an unqualified report and did not contain a statement under Section 237(2) or (3) of the Companies Act.

10. Consents

Deloitte & Touche, Chartered Accountants, Jersey, have given and not withdrawn their written consent to the inclusion in this document of their report on page 59 and the references to their name in the form and context in which they are included and have authorised such part of this Information Memorandum for the purposes of Section 152(1)(e) of the Financial Services Act 1986.

11. Jersey

The following statements have been included to comply with Jersey regulatory requirements:

- (a) a copy of this document has been delivered to the registrar of companies in accordance with Article 6 of the Companies (General Provisions) (Jersey) Order 1992 and he has given, and has not withdrawn, his consent to its circulation;
- (b) the Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 to the issue by ANTIL and ANSIL of the Notes;
- (c) it must be distinctly understood that, in giving these consents, neither the registrar of companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of ANTIL and ANSIL or for the correctness of any statements made, or opinions expressed, with regard to either of them. The Jersey Financial Services Commission is protected by the Borrowing (Control) (Jersey) Law 1947, as amended, against any liability arising from the discharge of its functions under that law;
- (d) if you are in any doubt about the contents of this document you should consult an appropriate adviser;
- (e) it should be remembered that the price of securities and the income from them can go down as well as up; and
- (f) an investment in the Notes is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such an investment.

12. European Monetary Union

The third stage of European economic and monetary union commenced on 1st January, 1999 when the value of the euro as against the currencies of the member states participating in the third stage was irrevocably fixed and the euro became a currency in its own right.

With effect from 1st January, 2002 the participating member currencies will cease to exist.

13. Banking Act 1987 (Exempt Transactions) Regulations 1997

Notes (including Notes denominated in Sterling) issued by ANTIL or by ANSIL in respect of which the issue proceeds are to be accepted by ANTIL or by ANSIL in the United Kingdom and which

are issued pursuant to an exempt transaction under regulation 13(1) or (3) of the Banking Act 1987 (Exempt Transactions) Regulations 1997 (the “Regulations”) will constitute commercial paper, shorter term debt securities or longer term debt securities (in each case as defined in the Regulations), as specified in the applicable Pricing Supplement, in each case issued in accordance with regulations made under section 4 of the Banking Act 1987. Neither ANTIL nor ANSIL is an authorised institution or a European authorised institution (as such terms are defined in the Regulations) and repayment of the principal and payment of any interest or premium in connection with such Notes will be guaranteed by the Guarantor, which is an authorised institution, but is not a European authorised institution.

In relation to any Notes which are issued pursuant to an exempt transaction under regulation 13(3) of the Regulations where such Notes would fall within regulation 13(4)(a) of the Regulations, ANTIL or ANSIL, as the case may be, confirms that:

- (1) as at the date hereof, it has complied with its obligations under the relevant rules (as defined in the Regulations) in relation to the admission to and continuing listing of Notes issued under the Programme and of any previous issues made under it and listed on the same exchange as the Programme;
- (2) it will have complied with its obligations under the relevant rules in relation to the admission to listing of such Notes by the time when such Notes are so admitted; and
- (3) as at the date hereof, it has not, since the last publication, if any, in compliance with the relevant rules of information about the Programme, any previous issues made under it and listed on the same exchange as the Programme, or any Notes falling within regulation 13(4)(a) of the Regulations, having made all reasonable enquiries, become aware of any change in circumstances which could reasonably be regarded as significantly and adversely affecting its ability to meet its obligations as issuer in respect of such Notes as they fall due.

In relation to Notes which are to be exempt transactions under regulation 13(3) of the Regulations and fall within regulation 13(4)(b) of the Regulations, ANTIL or ANSIL, as the case may be, confirms that, as at the date hereof, it has complied and will continue to comply with its obligations under the Regulations to lodge all relevant information (as defined in the Regulations) in relation to any such Notes with the London Stock Exchange Limited.

The information required to be delivered to the London Stock Exchange Limited in respect of any Notes which are to fall within Regulation 13(4)(b) will include (i) this Information Memorandum and any supplements to it approved by the Luxembourg Stock Exchange which are required to be delivered before any Notes are offered for sale and (ii) the applicable Pricing Supplement which must be delivered before the Notes are issued.

14. Australian Banking (Foreign Exchange) Regulations

The prior specific approval of the Reserve Bank of Australia must be obtained in connection with certain transfers of Australian currency, payments made or sums credited in Australia and transactions involving the purchase or sale of foreign currency by persons in Australia or by Australian residents, in each case which have a prescribed connection with countries designated from time to time by the Reserve Bank of Australia for the purposes of the Banking (Foreign Exchange) Regulations. As at the date of this Information Memorandum, such countries are Iraq, Libya and the Federal Republic of Yugoslavia (Serbia and Montenegro).

15. Bearer Notes and the relevant Receipts, Coupons or Talons will bear a legend to the effect that any U.S. person holding the same will be subject to limitations under the United States income tax laws, including those under Sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended.

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**REGISTERED OFFICE OF
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**REGISTERED OFFICE OF
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THE TRUSTEE

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To ANTIL and ANSIL as to Jersey law

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To the Issuers and the Guarantor as to Australian law

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To the Dealers and the Trustee as to English and United States law

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To ANTS and the Guarantor

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To ANSIL and ANTIL

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