

PROSPECTUS SUPPLEMENT  
 (TO PROSPECTUS DATED AUGUST 12, 1993)

\$1,000,000,000  
 NATIONSBANK (Register mark)  
 SENIOR MEDIUM-TERM NOTES, SERIES C  
 SUBORDINATED MEDIUM-TERM NOTES, SERIES C  
 DUE FROM NINE MONTHS TO THIRTY YEARS FROM DATE OF ISSUE

NationsBank Corporation ("NationsBank" or the "Corporation") may from time to time offer up to \$1,000,000,000 aggregate initial offering price of its Senior Medium-Term Notes, Series C (the "Senior Notes"), and Subordinated Medium-Term Notes, Series C (the "Subordinated Notes" and, collectively with the Senior Notes, the "Notes"), subject to reduction from time to time after the date hereof at the option of NationsBank, including reduction as a result of the sale of other Securities (as defined in the accompanying Prospectus) of NationsBank pursuant to the accompanying Prospectus. The Senior Notes will rank equally with all other unsubordinated and unsecured indebtedness of the Corporation. The Subordinated Notes will be subordinated in right of payment to all senior indebtedness of the Corporation. Payment of principal of the Subordinated Notes may be accelerated only in the case of the bankruptcy of NationsBank. See "Description of Debt Securities -- Subordination" and "Description of Debt Securities -- Defaults and Rights of Acceleration" in the accompanying Prospectus.

Each Note will mature on a Business Day from nine months to thirty years from its date of issue and, as set forth in an applicable pricing supplement to this Prospectus Supplement (a "Pricing Supplement"), may be subject to redemption at the option of the Corporation or repaid at the option of the registered holder thereof prior to its stated maturity. Each Note will bear interest at a fixed rate (a "Fixed Rate Note") or at a floating rate (a "Floating Rate Note"), as set forth in the applicable Pricing Supplement. The interest rate or interest rate formula for each Note will be established by the Corporation at the time of issuance of such Note (the "Original Issue Date") and will be set forth therein and specified in the applicable Pricing Supplement. See "Description of Notes."

Unless otherwise specified in the applicable Pricing Supplement, the Notes will be issued only in minimum denominations of \$1,000 and any larger amount that is an integral multiple of \$1,000. Notes will be issued in book-entry only form, subject to certain exceptions listed herein, and will be represented by one or more global notes registered in the name of The Depository Trust Company ("DTC") or its nominee. Beneficial interests in Notes issued in book-entry form will be shown on, and transfer thereof will be effected only through, records maintained by DTC or its nominee and its participants. See "Description of Notes -- Book-Entry System."

THE NOTES ARE NOT SAVINGS ACCOUNTS OR DEPOSITS, ARE NOT OBLIGATIONS OF OR GUARANTEED BY ANY BANKING OR NONBANKING AFFILIATE OF NATIONSBANK, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, THE COMMISSIONER OF INSURANCE OF THE STATE OF NORTH CAROLINA OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION, THE COMMISSIONER OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT, ANY PRICING SUPPLEMENT HERETO, OR THE PROSPECTUS TO WHICH IT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[CAPTION]

<S>	<C>	PRICE TO PUBLIC (1)	<C>	AGENT'S DISCOUNTS OR COMMISSIONS (1) (2)
Per Note.....	<C>	100%	<C>	.125%-.750%
Total.....		\$1,000,000,000		\$1,250,000-7,500,000

<S>	<C>	PROCEEDS TO THE CORPORATION (1) (3)
Per Note.....	<C>	99.875%-99.250%
Total.....		\$998,750,000-992,500,000

(1) Unless otherwise agreed with the Corporation, NationsBanc Capital Markets, Inc., Lehman Brothers, Lehman Brothers Inc. (including its affiliate Lehman Government Securities Inc.), Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. Incorporated, or Salomon Brothers Inc (each, an "Agent" and, together, the "Agents") will purchase the Notes, as principal, from the Corporation, for resale to investors and other purchasers at varying prices relating to prevailing market prices at the time of resale as determined by the applicable Agent or, if so specified in an applicable Pricing Supplement, for resale at a fixed public offering price. Unless otherwise specified in an applicable Pricing Supplement, any Note sold to an Agent as principal will be purchased by such Agent at a

price equal to 100% of the principal amount thereof less a percentage of the principal amount equal to the commission applicable to an agency sale (as described below) of a Note of identical maturity. If agreed to by the Corporation and the applicable Agent, such Agent may utilize its reasonable efforts on an agency basis to solicit offers to purchase the Notes at 100% of the principal amount thereof, unless otherwise specified in an applicable Pricing Supplement. For each Note sold through an Agent as agent, the Corporation will pay a commission in the form of a discount to such Agent, ranging from .125% to .750% of the principal amount of the Note, depending upon its stated maturity date. See "Plan of Distribution."

- (2) The Corporation has also agreed to indemnify the Agents against certain liabilities under the Securities Act of 1933, as amended (the "Act").
- (3) Before deducting expenses payable by the Corporation estimated at \$300,000, including reimbursement of certain expenses of the Agents.

The Notes are being offered on a continuous basis by the Corporation through the Agents. The Notes will not be listed on any securities exchange, and there can be no assurance that the Notes offered by this Prospectus Supplement will be sold or that there will be a secondary market for the Notes or liquidity in the secondary market if one develops. The Corporation reserves the right to withdraw, cancel or modify the offer made hereby without notice. The Corporation or any Agent, if it solicits an offer on an agency basis, may reject any offer to purchase Notes, whether or not solicited, in whole or in part. See "Plan of Distribution."

NATIONSBANC CAPITAL MARKETS, INC.

LEHMAN BROTHERS

MERRILL LYNCH & CO.

MORGAN STANLEY & CO.

INCORPORATED

SALOMON BROTHERS INC

The date of this Prospectus Supplement is December 20, 1994.

#### DESCRIPTION OF NOTES

The following description of the particular terms of the Notes supplements, and to the extent inconsistent therewith, replaces, the description of the general terms and provisions of the Debt Securities (as defined in the accompanying Prospectus) set forth under the heading "Description of Debt Securities" in the accompanying Prospectus. The following description will apply to all the Notes unless otherwise specified in the applicable Pricing Supplement.

#### GENERAL

The Notes will be limited to \$1,000,000,000 in aggregate principal amount, subject to reduction as a result of the sale of other Securities pursuant to the accompanying Prospectus. The Notes will be either Senior Notes or Subordinated Notes (referred to in the accompanying Prospectus as "Senior Debt Securities" and "Subordinated Debt Securities," respectively). The Senior Notes will constitute a single series of Senior Debt Securities to be issued under the Indenture dated as of January 1, 1992, between the Corporation and BankAmerica National Trust Company (successor to BankAmerica Trust Company of New York), as Trustee (the "Senior Trustee"), as amended by the First Supplemental Indenture thereto dated as of July 1, 1993 (as so amended and from time to time hereafter amended, the "Senior Indenture"). The Subordinated Notes will constitute a single series of Subordinated Debt Securities to be issued under the Indenture dated as of November 1, 1992 between the Corporation and The Bank of New York, as Trustee (the "Subordinated Trustee" and, together with the Senior Trustee, the "Trustees"), as amended by the First Supplemental Indenture thereto dated as of July 1, 1993 (as so amended and from time to time hereafter amended, the "Subordinated Indenture"). The Senior Indenture and the Subordinated Indenture are collectively referred to herein as the "Indentures."

The Senior Notes will be unsecured and unsubordinated obligations of the Corporation and will rank equally with all unsecured senior debt of the Corporation. The Subordinated Notes will be unsecured and will be subordinate and junior in the right of payment, to the extent and in the manner set forth in the Subordinated Indenture, to all Senior Indebtedness (as described in the accompanying Prospectus) of the Corporation. There is no limitation on the issuance of additional Senior Indebtedness of the Corporation. See "Description of Debt Securities -- Subordination" in the accompanying Prospectus. The Corporation had issued and outstanding \$4.4 billion of unsecured, senior debt instruments and \$3.2 billion of unsecured, subordinate debt instruments at November 30, 1994, including medium term notes.

There is no right of acceleration of the payment of principal of the Subordinated Notes upon a default in the payment of principal of or interest on such Notes or in the performance of any covenant of the Corporation contained in the Subordinated Indenture. Payment of the principal of the Subordinated Notes may be accelerated only in the case of the bankruptcy of the Corporation. See "Description of Debt Securities -- Defaults and Rights of Acceleration" in the accompanying Prospectus.

The Notes will be issued in fully registered form only, without coupons. Unless otherwise specified in the applicable Pricing Supplement, the Notes will be issued in book-entry only form and will be represented by one or more global notes registered in the name of DTC or its nominee. Except as set forth herein,

Notes issued in book-entry form will not be issuable in certificated form ("Certificated Notes"). With respect to Notes issued in book-entry form, all references herein to "Registered Holders" or "Holders" will be to DTC or its nominee, and not to owners of beneficial interests in such Notes, except as otherwise provided. See "Description of Notes -- Book-Entry System" below. Unless otherwise specified in the applicable Pricing Supplement, the authorized denominations of Notes will be \$1,000 and any larger amount that is an integral multiple of \$1,000, and the principal of and any premium and interest on the Notes will be denominated and payable in U.S. dollars only.

The Notes will be offered on a continuous basis and will mature on a Business Day (as hereinafter defined) from nine months to thirty years from its date of issue, as selected by the purchaser thereof and agreed to by the Corporation. In addition, Floating Rate Notes will mature on an Interest Payment Date (as hereinafter defined).

The Pricing Supplement relating to a Note will describe the following terms: (i) whether such Note is a Fixed Rate Note or a Floating Rate Note; (ii) the price (expressed as a percentage of the aggregate principal amount thereof) at which such Note will be issued; (iii) the Original Issue Date; (iv) the stated maturity date; (v) if such Note is a Fixed Rate Note, the rate per annum at which such Note will bear interest; (vi) if such Note is a Floating Rate Note, the Base Rate, the Initial Interest Rate, the Interest Reset Period, the Interest Payment Dates, the Index Maturities, the Maximum Interest Rate, if any, the Minimum Interest Rate, if any, the Spread and/or Spread Multiplier, if any (each as hereinafter defined), and any other terms relating to the particular method of calculating the interest rate for such Note; (vii) whether such Note may be redeemed by the Corporation or repaid at the option of the registered holder prior to its stated maturity date and, if so, the provisions

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relating to such redemption or repayment; (viii) whether such Note is a Senior Note or a Subordinated Note; and (ix) any other terms of such Note not inconsistent with the provisions of the applicable Indenture.

Unless otherwise specified in a Pricing Supplement, "Business Day" with respect to any Note means any day, other than a Saturday or Sunday, that is (i) not a day on which banking institutions are authorized or required by law or regulation to be closed in The City of New York and (ii) if such Note is a LIBOR Note (as hereinafter defined), a London Banking Day. "London Banking Day" with respect to any Note means any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

#### PAYMENT OF PRINCIPAL AND INTEREST

The Notes will bear interest at a fixed rate, at floating rates determined by reference to one or more of the Base Rates described below (which may be adjusted by a Spread and/or Spread Multiplier applicable to such Floating Rate Notes) or at any combination of fixed and floating rates until the principal thereof is paid. Interest, if any, will be payable as specified under "Fixed Rate Notes" and "Floating Rate Notes" below. Interest payable and punctually paid on any date on which interest is payable (an "Interest Payment Date") and on the stated maturity date or upon earlier redemption or repayment (such stated maturity date or date of redemption or repayment, as the case may be, being collectively hereinafter referred to as the "Maturity Date"), or on a later date on which payment may be made hereunder in respect of such Interest Payment Date, will be paid to the Registered Holder at the close of business on the Regular Record Date (as hereinafter defined) next preceding such Interest Payment Date; PROVIDED, HOWEVER, that the first payment of interest on any Note with an Original Issue Date (as set forth in the applicable Pricing Supplement) between a Regular Record Date and an Interest Payment Date or on an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date to the Registered Holder on such next succeeding Regular Record Date; PROVIDED, FURTHER, that interest payable at the Maturity Date will be payable to the person to whom principal shall be payable.

Unless otherwise specified in the applicable Pricing Supplement, (i) payments of principal of and any premium and interest on Notes issued in book-entry form will be made in accordance with the arrangements from time to time in place between the Paying Agent (as hereinafter defined) and DTC or its nominee as Holder and (ii) payments of interest on Certificated Notes (other than interest payable at the Maturity Date) generally will be made by check mailed to the Holders of such Notes. Unless otherwise specified in the applicable Pricing Supplement, principal and any premium and interest payable at the Maturity Date of a Certificated Note will be paid by wire transfer of immediately available funds upon surrender of such Note at the corporate trust office or agency of the applicable Trustee.

Unless otherwise specified in the applicable Pricing Supplement, the "Regular Record Date" with respect to any Interest Payment Date for a Note will be the date (whether or not a Business Day) fifteen calendar days preceding such Interest Payment Date, except that the Regular Record Date for a March 15 Interest Payment Date for a Fixed Rate Note will always be the February 28 (whether or not a Business Day) immediately preceding such Interest Payment Date.

#### BOOK-ENTRY SYSTEM

Unless otherwise specified in the applicable Pricing Supplement, the Notes

will be issued in book-entry only form and will be represented by one or more fully registered global securities (each, a "Global Book-Entry Note"). DTC will act as securities depository for the Notes, and each Global Book-Entry Note will be registered in the name of DTC or its nominee. Upon issuance, all Fixed Rate Notes issued in book-entry form and having the same Original Issue Date and otherwise identical terms will be represented by a single Global Book-Entry Note, and all Floating Rate Notes issued in book-entry form and having the same Original Issue Date and otherwise identical terms will be represented by a single Global Book-Entry Note. So long as DTC or its nominee is the registered owner of a Global Book-Entry Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Book-Entry Note for all purposes under the applicable Indenture governing the Notes.

Under DTC's book-entry system, purchases of Notes must be made by or through persons that have accounts with DTC ("Participants") or persons that may hold interests through Participants ("Indirect Participants"). Upon the issuance of a Global Book-Entry Note, DTC or its nominee will credit, on its book-entry registration and transfer system, the respective principal amounts of the individual Notes represented by such Global Book-Entry Note to the accounts of Participants as designated by the applicable Agent. The ownership of beneficial interests in each such Global Book-Entry Note will be shown on, and the transfer of that ownership will be effected only through, records maintained by DTC or its nominee (with respect to interests of Participants), the records of Participants (with respect to interests of Indirect Participants) or on the records of Indirect Participants. Except as provided below, owners of beneficial interests in a Global Book-Entry Note will

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not be entitled to have Notes that are represented by such Global Book-Entry Note registered in their names and will not receive or be entitled to receive physical delivery of such Notes in certificated form. The laws of some states require that certain purchasers of securities take physical delivery of such securities in certificated form. Such transfer restrictions and such laws may impair the ability to own, transfer or pledge beneficial interests in a Global Book-Entry Note.

Payments of principal of and any premium and interest on individual Notes represented by a Global Book-Entry Note registered in the name of DTC or its nominee will be made only to DTC or its nominee, as the case may be, as the Registered Holder of the Global Book-Entry Note representing such Notes. DTC has advised the Corporation and the Agents that it is DTC's practice to credit Participants' accounts on the payable date in accordance with their respective holdings with respect to a Global Book-Entry Note as shown on DTC's records, unless DTC has reason to believe that it will not receive payment on such date. Payments by Participants to beneficial owners are governed by standing instructions and customary practices, as is the case with securities held in "street name." Such instructions will be the responsibility of such Participant and not of DTC, the Agents or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. The Corporation will in every case be discharged by payment to, or to the order of, DTC or its nominee, as the Holder of such Global Book-Entry Note, of the amount so paid. Each of the persons shown in the records of DTC or its nominee as an owner of a beneficial interest therein must look solely to DTC or its nominee, as the case may be, for its share of any such payment so made by the Corporation. Neither the Corporation, the Trustee for such Notes, nor any Paying Agent, Registrar or Transfer Agent for such Notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of owners of beneficial interests in a Global Book-Entry Note or for maintaining, supervising or reviewing any records relating to such beneficial interests.

DTC has advised the Corporation and the Agents as follows: DTC is a limited-purpose trust company organized under New York law, a "banking organization" within the meaning of New York law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code as in effect in the State of New York and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities deposited by its Participants and to facilitate the clearance and settlement of securities transactions among its Participants in such securities through electronic computerized book-entry changes in accounts of the Participants, thereby eliminating the need for physical movement of securities certificates. DTC's direct Participants include securities brokers and dealers (including one or more of the Agents), banks (including certain subsidiaries of the Corporation), trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) have ownership interests in DTC. 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. Indirect access to DTC's book-entry system is also available to Indirect Participants, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly. The rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

To facilitate subsequent transfers, all securities deposited by a Participant with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of securities 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 securities deposited with it such as the Notes; DTC's records reflect only the identity of the Participants to whose accounts such securities are credited, which may or may not be the beneficial owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Participants, by Participants to Indirect Participants, and by 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. Neither DTC nor Cede & Co. will consent or vote with respect to securities held by DTC. Under its usual procedures, DTC mails an Omnibus Proxy to an issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Participants to whose accounts the securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

DTC can act only on behalf of Participants, who in turn act on behalf of Indirect Participants. Owners of beneficial interests in a Global Book-Entry Note that are not Participants or Indirect Participants but desire to purchase, sell or otherwise transfer ownership of such interests may do so only through Participants and Indirect Participants. In addition, the ability of owners of beneficial interests in a Global Book-Entry Note to pledge such interests to persons or entities that do not participate in the DTC system may be limited due to the lack of certificates for the Notes. Currently, DTC may only transmit and receive payments in U.S. dollars.

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If DTC is at any time unwilling, unable or ineligible to continue as depository and a successor depository is not appointed by the Corporation within 90 days, the Corporation will issue individual registered Certificated Notes in exchange for Notes issued in book-entry form. In addition, the Corporation may at any time determine not to have Notes represented by one or more Global Book-Entry Notes and, in such event, will issue individual registered Certificated Notes in place of each Note represented by all such Global Book-Entry Notes. In either instance, an owner of a beneficial interest in a Global Book-Entry Note will be entitled to physical delivery of Certificated Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Individual Notes so issued in certificated form will be issued in denominations of \$1,000 or integral multiples thereof.  
PAYING AGENT, REGISTRAR AND TRANSFER AGENT

Until the Notes are paid, the Corporation will, at all times, maintain a Paying Agent, Registrar and Transfer Agent, which may or may not be the same person, for the Senior Notes and the Subordinated Notes. The Corporation has initially appointed NationsBank of Georgia, National Association, as Paying Agent, Registrar and Transfer Agent with respect to each of the Senior Notes and Subordinated Notes. The Corporation reserves the right at any time to vary or terminate the appointment of any Paying Agent, Registrar and Transfer Agent, to appoint additional Paying Agents, Registrars and Transfer Agents and to approve any change in the office through which the Paying Agent, Registrar or Transfer Agent shall act.

#### FIXED RATE NOTES

Each Fixed Rate Note will bear interest from its Original Issue Date at the rate per annum stated on the face thereof until the principal amount thereof is paid. Unless otherwise specified in the applicable Pricing Supplement, interest on each Fixed Rate Note will be computed on the basis of a 360-day year of twelve 30-day months and will be payable semi-annually in arrears on June 15 and December 15 of each year during the term of the Note (each an "Interest Payment Date") and on the Maturity Date. If any Interest Payment Date or the Maturity Date of a Fixed Rate Note falls on a day that is not a Business Day, the payment will be made on the next succeeding Business Day as if it were made on the date such payment was due, and no additional interest will accrue on the amount so payable for the period from and after such Interest Payment Date or the Maturity Date, as the case may be. Interest payments will be in the amount of interest accrued from and including the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the Original Issue Date if no interest has been paid or duly provided for with respect to such Note) to but excluding the Interest Payment Date or Maturity Date, as the case may be.

#### FLOATING RATE NOTES

Each Floating Rate Note will bear interest from its Original Issue Date at the rates determined as described below until the principal amount thereof is paid. Unless otherwise specified in the applicable Pricing Supplement, interest on Floating Rate Notes will be determined by reference to an interest rate basis (the "Base Rate"), which may be (i) the CD Rate (a "CD Rate Note"), (ii) the Commercial Paper Rate (a "Commercial Paper Rate Note"), (iii) LIBOR (a "LIBOR Note"), (iv) the Federal Funds Rate (a "Federal Funds Rate Note"), (v) the Prime Rate (a "Prime Rate Note"), (vi) the Treasury Rate (a "Treasury Rate Note") or (vii) such other Base Rate as may set forth in the applicable Pricing Supplement and in such Note. The Base Rate will be based upon one or more selected Index Maturities (as hereinafter defined) and adjusted by a Spread and/or Spread

Multiplier (each as hereinafter defined), if any, as specified in the applicable Pricing Supplement. The interest rate on each Floating Rate Note will be calculated by reference to the specified Base Rate, plus or minus the Spread and/or multiplied by the Spread Multiplier, if any. The "Index Maturity" is the period to maturity of the instrument or obligation with respect to which the Base Rate is calculated. The "Spread" is the number of basis points above or below the Base Rate applicable to such Floating Rate Note, and the "Spread Multiplier" is the percentage of the Base Rate applicable to the interest rate for such Floating Rate Note. The Spread, Spread Multiplier, Index Maturity and other variable terms of the Floating Rate Notes are subject to change by the Corporation from time to time, but no such change will affect any Floating Rate Note previously issued or as to which an offer to purchase has been accepted by the Corporation.

As specified in the applicable Pricing Supplement, a Floating Rate Note may also have either or both of the following (in each case expressed as a rate per annum on a simple interest basis): (i) a maximum rate at which interest may accrue during any interest period ("Maximum Interest Rate") and (ii) a minimum rate at which interest may accrue during any interest period ("Minimum Interest Rate"). In addition to any such Maximum Interest Rate, the interest rate on a Floating Rate Note will in no event be higher than the maximum rate permitted by applicable law, as the same may be modified by United States law of general application. Under current New York law, the maximum rate of interest (for any loan in the

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amount of \$250,000 or more) is 25% per annum on a simple interest basis. This limit may not apply to Notes in which \$2,500,000 or more has been invested.

The interest rate on each Floating Rate Note will be reset daily, weekly, monthly, quarterly, semi-annually or annually (such period being the "Interest Reset Period" for such Note and the first day of each Interest Reset Period being an "Interest Reset Date"), as specified in the applicable Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement, the Interest Reset Date will be (i) in the case of Floating Rate Notes that reset daily, each Business Day; (ii) in the case of Floating Rate Notes (other than Treasury Rate Notes) that reset weekly, Wednesday of each week; (iii) in the case of Treasury Rate Notes that reset weekly, Tuesday of each week; (iv) in the case of Floating Rate Notes that reset monthly, the third Wednesday of each month; (v) in the case of Floating Rate Notes that reset quarterly, the third Wednesday of March, June, September and December of each year; (vi) in the case of Floating Rate Notes that reset semi-annually, the third Wednesday of each of two months of each year specified in the applicable Pricing Supplement; and (vii) in the case of Floating Rate Notes that reset annually, the third Wednesday of one month of each year specified in the applicable Pricing Supplement. If an Interest Reset Date for any Floating Rate Note would otherwise be a day that is not a Business Day, such Interest Reset Date will be postponed to the next succeeding Business Day, except that in the case of a LIBOR Note, if the next succeeding Business Day is in the next succeeding calendar month, such Interest Reset Date will be the next preceding Business Day. If a Treasury bill auction (as described below) will be held on any day that would otherwise be an Interest Reset Date for a Treasury Rate Note, then such Interest Reset Date will instead be the Business Day following such auction date.

Unless otherwise specified in the applicable Pricing Supplement, the interest rate in effect with respect to a Floating Rate Note during the period commencing on an Interest Reset Date will be the rate determined on the "Interest Determination Date." The "Interest Determination Date" with respect to an Interest Reset Date for a CD Rate Note, Commercial Paper Rate Note, Federal Funds Rate Note or Prime Rate Note will be the second Business Day preceding such Interest Reset Date. The Interest Determination Date with respect to an Interest Reset Date for a LIBOR Note will be the second London Banking Day preceding such Interest Reset Date. The Interest Determination Date with respect to an Interest Reset Date for a Treasury Rate Note will be the day of the week in which such Interest Reset Date falls on which Treasury bills of the Index Maturity specified on the face of such Treasury Rate Note are auctioned. Treasury bills are normally sold at auction on Monday of each week. If such day is a legal holiday, the auction is normally held on the following Tuesday, except that such auction may be held on the preceding Friday. If, as the result of a legal holiday, an auction is so held on the preceding Friday, such Friday will be the Interest Determination Date with respect to the Interest Reset Date occurring in the succeeding week.

Unless otherwise specified in the applicable Pricing Supplement, the interest rate in effect with respect to a Floating Rate Note on each day that is not an Interest Reset Date will be the interest rate determined as of the Interest Determination Date pertaining to the immediately preceding Interest Reset Date, and the interest rate in effect on any day that is an Interest Reset Date will be the interest rate determined as of the Interest Determination Date pertaining to such Interest Reset Date, subject in either case to any Maximum or Minimum Interest Rate limitation referred to above; PROVIDED, HOWEVER, that the interest rate in effect with respect to a Floating Rate Note for the period from the Original Issue Date to the initial Interest Reset Date (the "Initial Interest Rate") will be specified in the applicable Pricing Supplement, if available, and, unless otherwise specified in the applicable Pricing Supplement, the interest rate in effect for the ten calendar days immediately prior to the Maturity Date (with respect to any amount to be redeemed or repaid) will be the

interest rate in effect on the tenth calendar day preceding such Maturity Date. The interest rate on a Floating Rate Note for the initial Interest Payment Period and for the final Interest Payment Period may be based upon a different Index Maturity and therefore result in a different interest rate for such Interest Payment Periods.

Interest on each Floating Rate Note will be payable monthly, quarterly, semi-annually or annually (the "Interest Payment Period"), as specified in the applicable Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement and except as provided below, the date or dates on which interest will be payable (each an "Interest Payment Date") will be (i) in the case of Floating Rate Notes with a monthly Interest Payment Period, the third Wednesday of each month; (ii) in the case of Floating Rate Notes with a quarterly Interest Payment Period, the third Wednesday of March, June, September and December of each year; (iii) in the case of Floating Rate Notes with a semi-annual Interest Payment Period, the third Wednesday of each of two months of each year specified in the applicable Pricing Supplement; (iv) in the case of Floating Rate Notes with an annual Interest Payment Period, the third Wednesday of one month of each year specified in the applicable Pricing Supplement; and (v) in each case, on the Maturity Date.

Interest payments will be in the amount of interest accrued from and including the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the Original Issue Date if no interest

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has been paid or duly provided for with respect to such Note) to but excluding the Interest Payment Date or the Maturity Date, as the case may be. However, in the case of Floating Rate Notes on which the interest rate is reset daily or weekly, unless otherwise specified in the applicable Pricing Supplement, interest payments on each Interest Payment Date will be in the amount of interest accrued from but excluding the Regular Record Date through which interest has been paid (or from and including the Original Issue Date if no interest has been paid or duly provided for with respect to such Note) to and including the Regular Record Date next preceding the applicable Interest Payment Date, except that the interest payment due on the Maturity Date will include interest accrued to but excluding such date.

If any Interest Payment Date for any Floating Rate Note would fall on a day that is not a Business Day with respect to such Note, such Interest Payment Date will be the following day that is a Business Day with respect to such Note, except that, in the case of a LIBOR Note, if such Business Day is in the next succeeding calendar month, such Interest Payment Date will be the immediately preceding day that is a Business Day with respect to such LIBOR Note. If the Maturity Date of any Floating Rate Note falls on a day that is not a Business Day, the payment of principal and any premium or interest may be made on the next Business Day as if it were made on the date such payment was due, and no additional interest will accrue on the amount so payable for the period from and after the Maturity Date.

Unless otherwise specified in the applicable Pricing Supplement, accrued interest on any Floating Rate Note will be calculated by multiplying the principal amount of such Note by an accrued interest factor. Such accrued interest factor will be computed by adding the interest factor calculated for each day from and including the Original Issue Date, or from but excluding the last date to which interest has been paid, as the case may be, to and including the date for which accrued interest is being calculated. Unless otherwise specified in the applicable Pricing Supplement, the interest factor (expressed as a decimal) for each such day is computed by dividing the interest rate in effect on such day by the actual number of days in the year, in the case of Treasury Rate Notes, and by 360, in the case of other Floating Rate Notes.

Unless otherwise specified in the applicable Pricing Supplement, NationsBank of Georgia, National Association, will be the calculation agent for each Senior Note or Subordinated Note which is a Floating Rate Note (referred to herein as the "Calculation Agent"). Upon the request of the holder of any Floating Rate Note, the Calculation Agent will provide the interest rate then in effect and, if determined, the interest rate that will become effective as a result of a determination made for the next Interest Reset Date with respect to such Floating Rate Note. The Calculation Agent will also make certain calculations, specified below, on or prior to the "Calculation Date." Unless otherwise specified in the applicable Pricing Supplement, the "Calculation Date," if applicable, pertaining to any Interest Determination Date will be the earlier of (i) the tenth calendar day after such Interest Determination Date or, if such day is not a Business Day, the next succeeding Business Day or (ii) the Business Day next preceding the applicable Interest Payment Date or Maturity Date, as the case may be.

Unless otherwise specified in the applicable Pricing Supplement, all percentages resulting from any calculation on Floating Rate Notes will be rounded to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (E.G., 9.876545% (or .09876545) would be rounded to 9.87655% (or .0987655)), and all dollar amounts used or resulting from such calculation on Floating Rate Notes will be rounded to the nearest cent (with one-half cent being rounded upward).

The interest rate that will become effective on each subsequent Interest Reset Date will be determined by the Calculation Agent (calculated with reference to the Base Rate and the Spread and/or Spread Multiplier, if any, specified in the applicable Pricing Supplement) as follows (such determination,

in the absence of manifest error, to be binding upon all parties):

CD RATE: Unless otherwise specified in the applicable Pricing Supplement, "CD Rate" means, with respect to an Interest Determination Date relating to a CD Rate Note (the "CD Rate Interest Determination Date"), the rate on such CD Rate Interest Determination Date for negotiable certificates of deposit having the Index Maturity specified in the applicable Pricing Supplement, as such rate is published by the Board of Governors of the Federal Reserve System (the "Federal Reserve Board") in "Statistical Release H.15(519), Selected Interest Rates," or any successor publication of the Federal Reserve Board ("H.15(519)"), under the heading "CDs (Secondary Market)." If H.15(519) is not so published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such CD Rate Interest Determination Date, the CD Rate will be the rate on such CD Rate Interest Determination Date for negotiable certificates of deposit of the Index Maturity specified in the applicable Pricing Supplement, as published by the Federal Reserve Bank of New York in its daily statistical release "Composite 3:30 P.M. Quotations for U.S. Government Securities" ("Composite Quotations") under the heading "Certificates of Deposit." If by 3:00 p.m., New York City time, on such Calculation Date such rate is not yet published in Composite Quotations, the CD Rate for such CD Rate Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the secondary market offered rates as of 10:00 a.m., New York City time, on such CD Rate Interest Determination Date, of three leading nonbank dealers in negotiable U.S. dollar certificates of deposit in The City of New

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York selected by the Calculation Agent, after consultation with the Corporation, for negotiable certificates of deposit in denominations of \$5,000,000 of major United States money center banks of the highest credit standing (in the market for negotiable certificates of deposit) with a remaining maturity closest to the Index Maturity specified in the applicable Pricing Supplement. However, if such dealers are not so quoting such rates, the CD Rate for such CD Rate Interest Determination Date will be the CD Rate in effect on such CD Rate Interest Determination Date.

COMMERCIAL PAPER RATE: Unless otherwise specified in the applicable Pricing Supplement, "Commercial Paper Rate" means, with respect to an Interest Determination Date relating to a Commercial Paper Note (a "Commercial Paper Rate Interest Determination Date"), the Money Market Yield (as hereinafter defined) of the rate on such Commercial Paper Rate Interest Determination Date for commercial paper having the Index Maturity specified in the applicable Pricing Supplement as published in H.15(519) under the heading "Commercial Paper." If such rate is not so published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Commercial Paper Rate Interest Determination Date, the Commercial Paper Rate will be the Money Market Yield on such Commercial Paper Rate Interest Determination Date of the rate for commercial paper of the Index Maturity specified in the applicable Pricing Supplement as published in Composite Quotations under the heading "Commercial Paper." If by 3:00 p.m., New York City time, on such Calculation Date such rate is not yet published in Composite Quotations, the Commercial Paper Rate for such Commercial Paper Rate Interest Determination Date will be calculated by the Calculation Agent and will be the Money Market Yield of the arithmetic mean of the offered rates, as of 11:00 a.m., New York City time, on such Commercial Paper Rate Interest Determination Date of three leading dealers of commercial paper in The City of New York (which may include the Calculation Agent or its affiliates) selected by the Calculation Agent, after consultation with the Corporation, for commercial paper of the Index Maturity specified in the applicable Pricing Supplement placed for an industrial issuer whose bond rating is "AA" or the equivalent by a nationally recognized rating agency. However, if such dealers are not so quoting such rates, the Commercial Paper Rate for such Commercial Paper Rate Interest Determination Date will be the Commercial Paper Rate then in effect on such Commercial Paper Rate Interest Determination Date.

"Money Market Yield" will be a yield calculated in accordance with the following formula:

$$\text{Money Market Yield} = [(D \times 360) / (360 - (D \times M))] 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and "M" refers to the actual number of days in the interest period for which interest is being calculated.

LIBOR: Unless otherwise specified in the applicable Pricing Supplement, "LIBOR" means the rate determined by the Calculation Agent in accordance with the following provisions:

(i) With respect to an Interest Determination Date relating to a LIBOR Note (a "LIBOR Interest Determination Date"), LIBOR will be "LIBOR Telerate" unless "LIBOR Reuters" is specified in the applicable pricing supplement or LIBOR Telerate is not available. "LIBOR Telerate" is the rate for deposits in the LIBOR Currency (as defined below) having the Index Maturity designated in the applicable Pricing Supplement that appears on the Designated LIBOR Page (as defined below) specified in the applicable Pricing Supplement as of 11:00 A.M. London time, on that LIBOR Interest Determination Date. "LIBOR Reuters" is that rate which is the arithmetic mean of the offered rates (unless the specified Designated LIBOR Page by its terms provides only for a single rate, in which case such single rate shall be used) for deposits in the LIBOR Currency having the Index Maturity



designated in the applicable Pricing Supplement that appear on the Designated LIBOR Page specified in the applicable Pricing Supplement as of 11:00 A.M. London time, on that LIBOR Interest Determination Date, if at least two such offered rates appear (unless, as aforesaid, only a single rate is required) on such Designated LIBOR Page. If LIBOR cannot be determined under this clause (i), LIBOR in respect of the related LIBOR Interest Determination Date will be determined as if the parties had specified the rate described in clause (ii) below.

(ii) With respect to a LIBOR Interest Determination Date on which LIBOR cannot be determined under clause (i) above, the Calculation Agent will request the principal London offices of each of four major reference banks in the London interbank market, as selected by the Calculation Agent, after consultation with the Corporation, to provide the Calculation Agent with its offered quotation for deposits in the LIBOR Currency for the period of the Index Maturity designated in the applicable Pricing Supplement to prime banks in the London interbank market at approximately 11:00 A.M., London time, on such LIBOR Interest Determination Date and in a principal amount that is representative for a single transaction in such LIBOR Currency in such market at such time. If at least two such quotations are provided, LIBOR determined on such LIBOR Interest Determination Date will be the arithmetic mean of such quotations. If fewer

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than two such quotations are provided, LIBOR for such LIBOR Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 A.M. (or such other time specified in the applicable Pricing Supplement), in the applicable Principal Financial Center (as defined below), on such LIBOR Interest Determination Date by three major banks in such Principal Financial Center selected by the Calculation Agent, after consultation with the Corporation, for loans in the LIBOR Currency to leading European banks, having the Index Maturity designated in the applicable Pricing Supplement and in a principal amount that is representative for a single transaction in such LIBOR Currency in such market at such time; provided, however, that if the banks so selected by the Calculation Agent are not quoting as mentioned in this sentence, LIBOR determined on such LIBOR Interest Determination Date will be LIBOR then in effect on such LIBOR Interest Determination Date.

"LIBOR Currency" means the currency (including composite currencies) specified in the applicable Pricing Supplement as the currency for which LIBOR shall be calculated. If no such currency is specified in the applicable Pricing Supplement, the LIBOR Currency shall be U.S. dollars.

"Designated LIBOR Page" means either (a) if "LIBOR Telerate" is designated in the applicable Pricing Supplement, the display on the Dow Jones Telerate Service for the purpose of displaying the London interbank rates of major banks for the applicable LIBOR Currency, or (b) if "LIBOR Reuters" is designated in the applicable Pricing Supplement, the display on the Reuters Monitor Money Rates Service for the purpose of displaying the London interbank rates of major banks for the applicable LIBOR Currency. If neither LIBOR Telerate nor LIBOR Reuters is specified in the applicable Pricing Supplement, LIBOR for the applicable LIBOR Currency will be determined as if LIBOR Telerate (and, if the U.S. dollar is the LIBOR Currency, LIBO Page) had been specified.

"Principal Financial Center" will generally be the capital city of the country of the specified LIBOR Currency, except that with respect to U.S. dollars, Deutsche marks and ECUs, the Principal Financial Center shall be The City of New York, Frankfurt, and Luxembourg, respectively.

FEDERAL FUNDS RATE: Unless otherwise specified in the applicable Pricing Supplement, "Federal Funds Rate" means, with respect to an Interest Determination Date relating to a Federal Funds Rate Note (a "Federal Funds Rate Interest Determination Date"), the rate on such Interest Determination Date for Federal Funds as published in H.15(519) under the heading "Federal Funds (Effective)." If H.15(519) is not so published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Federal Funds Rate Interest Determination Date, the Federal Funds Rate will be the rate on such Federal Funds Rate Interest Determination Date for Federal Funds as published in Composite Quotations under the heading "Federal Funds/Effective Rate." If by 3:00 p.m., New York City time, on such Calculation Date such rate is not yet published in Composite Quotations, the Federal Funds Rate for such Federal Funds Rate Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the rates for the last transaction in overnight Federal Funds as of 9:00 a.m., New York City time, on such Federal Funds Rate Interest Determination Date quoted by each of three leading brokers of Federal Funds transactions in The City of New York selected by the Calculation Agent, after consultation with the Corporation. However, if fewer than three such brokers are so quoting such rates, the Federal Funds Rate for such Federal Funds Rate Interest Determination Date with respect to any Federal Funds Rate Note will be the Federal Funds Rate then in effect on such Federal Funds Rate Interest Determination Date.

PRIME RATE: Unless otherwise specified in the applicable Pricing Supplement, "Prime Rate" means, with respect to an Interest Determination Date relating to a Prime Rate Note (a "Prime Rate Interest Determination Date"), the rate set forth on such date in H.15(519) under the heading "Bank Prime Loan," or if not so published prior to 9:00 a.m., New York City time, on the Calculation

Date pertaining to such Prime Rate Interest Determination Date, then the Prime Rate will be determined by the Calculation Agent and will be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen NYMF Page (as defined below) as such bank's prime rate or base lending rates as in effect for that Prime Rate Interest Determination Date. If fewer than four such rates but more than one such rate appear on the Reuters Screen NYMF Page for the Prime Rate Interest Determination Date, the Prime Rate will be determined by the Calculation Agent and will be the arithmetic mean of the prime rates, quoted on the basis of the actual number of days in the year divided by a 360-day year, as of the close of business on such Prime Rate Interest Determination Date by four major money center banks in The City of New York selected by the Calculation Agent, after consultation with the Corporation. If fewer than two such rates appear on the Reuters Screen NYMF Page, the Prime Rate will be determined by the Calculation Agent, as of the close of business on the Prime Rate Interest Determination Date, on the basis of the prime rates, as of the close of business on the Prime Rate Interest Determination Date, furnished in The City of New York by the appropriate number of substitute banks or trust companies organized and doing business under the laws of the United States, or any State thereof, having total equity capital of at least \$500,000,000 and being subject to supervision or examination by Federal or State authority, selected

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by the Calculation Agent, after consultation with the Corporation, to provide such rate or rates; PROVIDED, HOWEVER, that if the banks selected as aforesaid are not quoting as mentioned in this sentence, the Prime Rate for such Prime Rate Interest Determination Date will be the Prime Rate then in effect on such Prime Rate Interest Determination Date.

"Reuters Screen NYMF Page" means the display designated as page "NYMF" on the Reuters Monitor Money Rates Service (or such other page as may replace the NYMF page on that service for the purpose of displaying prime rates or base lending rates of major United States banks).

TREASURY RATE: Unless otherwise specified in the applicable Pricing Supplement, "Treasury Rate" means, with respect to an Interest Determination Date relating to a Treasury Rate Note (a "Treasury Rate Interest Determination Date"), the rate for the auction held on such Treasury Rate Interest Determination Date of direct obligations of the United States ("Treasury bills") having the Index Maturity specified in the applicable Pricing Supplement, as published in H.15(519) under the heading "U.S. Government Securities-Treasury bills-auction average (investment)." If such rate is not published by 3:00 p.m., New York City time, on the Calculation Date pertaining to such Treasury Rate Interest Determination Date, the Treasury Rate will be the auction average rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) on such Treasury Rate Interest Determination Date as otherwise announced by the United States Department of the Treasury, provided that if by 3:00 p.m., New York City time, on such Calculation Date, such rate is not yet published or reported as provided above or if no such auction is held on such Treasury Rate Interest Determination Date, then the Treasury Rate for such Treasury Rate Interest Determination Date will be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary market bid rates, as of approximately 3:30 p.m., New York City time, on such Treasury Rate Interest Determination Date, of three leading primary United States government securities dealers selected by the Calculation Agent, after consultation with the Corporation, for the issue of Treasury bills with a remaining maturity closest to the Index Maturity specified in the applicable Pricing Supplement. However, if such dealers are not so quoting such rates, the Treasury Rate for such Treasury Rate Interest Determination Date with respect to any Treasury Rate Note will be the Treasury Rate then in effect on such Treasury Rate Interest Determination Date.

#### REDEMPTION

The Pricing Supplement relating to each Note will indicate either that such Note cannot be redeemed prior to its stated maturity date or that such Note will be redeemable at the option of the Corporation on a date or dates specified prior to its stated maturity date and at a price or prices as set forth in the applicable Pricing Supplement, together with accrued interest to the date of redemption. The Corporation may redeem any of the Notes that are redeemable and remain outstanding either in whole or from time to time in part, upon not less than 30 nor more than 60 days' notice. If less than all of the Notes with like tenor and terms are to be redeemed, the Notes to be redeemed will be selected by the applicable Trustee by such method as such Trustee deems fair and appropriate pursuant to the terms of the respective Indentures.

The Notes will not be subject to any sinking fund.

#### REPAYMENT AND REPURCHASE

The Pricing Supplement relating to each Note will indicate either that such Note cannot be repaid at the option of the Holder prior to its stated maturity date or that such Note will be repayable at the option of the Holder on a date or dates specified prior to its stated maturity date and at a price or prices as set forth in the applicable Pricing Supplement, together with accrued interest to the date of repayment.

The Corporation may at any time purchase Notes at any price in the open market or otherwise. Notes so purchased by the Corporation may, at its discretion, be held, resold or surrendered to the applicable Trustee for cancellation.

#### OTHER PROVISIONS;ADDENDA

Any provisions with respect to the determination of a Base Rate, the specification of Base Rates, calculation of the interest rate applicable to a Floating Rate Note, its Interest Payment Dates or any other matter relating thereto or to any Fixed Rate Note may be modified by the terms as specified under "Other Provisions" on the face thereof or in an Addendum thereto, if so specified on the face of such Note and in the applicable Pricing Supplement.

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#### UNITED STATES TAXATION

The following summary of the principal United States Federal income tax consequences of the acquisition, ownership and disposition of Notes is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change. The following discussion does not purport to deal with the Federal tax consequences applicable to all categories of investors. In particular, the discussion does not deal with persons in special tax situations, such as dealers in securities, insurance companies, financial institutions or tax-exempt entities. It is based upon the United States Federal tax laws and regulations as now in effect and as currently interpreted and does not take into account possible changes in such tax laws or such interpretations. It does not include any description of the tax laws of any state or local governments, or of any foreign government, that may be applicable to the Notes or holders thereof. Investors should consult their own tax advisors with respect to their particular circumstances.

#### UNITED STATES HOLDERS

The term "United States Holder," as used herein, means a holder of a beneficial interest in a Note that is a United States person for United States Federal income tax purposes or any other holder of a beneficial interest in a Note to the extent the income attributable to the Note is effectively connected with the holder's United States trade or business.

**PAYMENT OF INTEREST.** Except as described below under "Original Issue Discount" and "Short-Term Notes," interest on a Note generally will be taxable to a holder that is a United States Holder as ordinary income at the time it accrues or is received in accordance with the United States Holder's method of accounting for tax purposes.

**PURCHASE, SALE AND RETIREMENT OF NOTES.** Upon the sale, exchange, retirement or other disposition of a Note, a United States Holder will recognize gain or loss equal to the difference between the amount realized and the United States Holder's tax basis in the Note.

A United States Holder's tax basis in a Note generally will be the United States Holder's cost for the Note, increased by any original issue discount, or market discount (if the holder has elected to include accrued market discount in income on a current basis) previously included in income by such United States Holder with respect to such Note, and decreased by the amount of any bond premium previously amortized by such United States Holder with respect to such Note, and the amount of any payment (other than a payment of qualified stated interest) previously received by such United States Holder with respect to the Note. Gain or loss on the sale, exchange, retirement or other disposition of a Note generally will be a long-term capital gain or loss if the Note has been held for more than one year, except to the extent (as discussed below) that gain represents market discount not previously included in the holder's income.

If a United States Holder has a tax basis for a Note that is less than its principal amount, the Note may be considered to have "market discount." As a general matter, gain on disposition of a Note (or on repayment of principal) is treated as ordinary income rather than capital gain to the extent of market discount accrued while the holder held the Note, although holders may elect to accrue market discount into income on a current basis. An election to accrue market discount, once made, will apply to all market discount obligations acquired by the holder on or after the first day of the first taxable year for which the election is made and may not be revoked without the consent of the Internal Revenue Service (the "IRS"). Market discount will be treated as accruing on a ratable basis or, at the election of the holder, based on a constant interest method. Furthermore, a holder of a Note having market discount may be required to defer the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Note until the maturity date of the Note or its earlier disposition in a taxable transaction unless the holder elects to include market discount in income on a current basis as described above.

If a United States Holder has a tax basis for a Note that is greater than

its principal amount, the Note may be considered to have "bond premium." The holder may elect to amortize such premium (as offsets to interest income) over the remaining life of the Note under a constant interest method. However, if such Note may be optionally redeemed after the holder acquires it at a price in excess of its principal amount, special rules would apply that could result in a deferral of the amortization of some bond premium until later in the term of the Note. With respect to a holder that does not elect to amortize bond premium, the amount of bond premium constitutes a capital loss when the bond matures or is sold.

ORIGINAL ISSUE DISCOUNT. On January 27, 1994, the IRS issued final regulations under Sections 1271 through 1275 of the Internal Revenue Code of 1986, as amended (the "Code"), dealing with original issue discount (the "Final Regulations") effective for debt instruments issued after April 4, 1994. The following summary of the Federal income tax consequences of the Notes with respect to original issue discount ("OID") is based on the Final Regulations. Each potential purchaser of a Note should consult its own tax advisor.

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For United States Federal income tax purposes, OID is the excess of the stated redemption price at maturity of a debt instrument (the sum of all payments required to be made on the debt instrument other than qualified stated interest payments) over its issue price (the first offering price to the public at which a substantial amount of the debt instrument is sold), if that excess equals or exceeds 1/4 of 1 percent of the debt instrument's stated redemption price at maturity multiplied by the number of complete years from its issue date to its maturity. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate. In addition, under the Final Regulations if a Note bears interest for one or more accrual periods at a rate below the rate applicable for the remaining term of such Note (E.G., Notes with teaser rates or interest holidays), and if the greater of either the resulting foregone interest on such Note or the excess of the stated principal amount over its issue price equals or exceeds a DE MINIMIS amount, then the stated interest would be treated as OID rather than qualified stated interest.

A United States Holder of a Note is required to include payments of qualified stated interest in income as interest at the time such payments are accrued or are received (in accordance with the United States Holder's method of accounting for tax purposes). A United States Holder of a Note with OID (an "OID Note") with a maturity of more than one year is required to include the OID in income before the receipt of cash attributable to that income, regardless of such United States Holder's method of accounting for tax purposes. The amount of OID includible in income by the initial United States Holder of an OID Note is the sum of the daily portions of the OID with respect to the Note for each day during the taxable year (or portion of the taxable year) in which the United States Holder held such OID Note. The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. An accrual period may be of any length and the accrual periods may even vary in length over the term of the OID Note, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the first day of an accrual period or on the final day of an accrual period. The amount of OID allocable to an accrual period is equal to the difference between (i) the product of the "adjusted issue price" of the OID Note at the beginning of the accrual period and its yield to maturity (computed generally on a constant yield method and compounded at the end of each accrual period, appropriately taking into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest allocable to the accrual period. The "adjusted issue price" of an OID Note at the beginning of any accrual period is the sum of the issue price of the OID Note plus the amount of OID allocable to all prior accrual periods reduced by any payments on the Note that were not qualified stated interest. Under these rules, a United States Holder will generally have to include in income increasingly greater amounts of OID in successive accrual periods.

A United States Holder who purchases an OID Note for an amount that is greater than its adjusted issue price as of the purchase date and less than or equal to the sum of all amounts payable on the OID Note after the purchase date other than payments of qualified stated interest, will be considered to have purchased the OID Note at an "acquisition premium." Under the acquisition premium rules, the amount of OID which such United States Holder must include in its gross income with respect to such Note for any taxable year (or portion thereof in which the United States Holder holds the Note) will be reduced (but not below zero) by the portion of the acquisition premium properly allocable to the period.

Under the Final Regulations, Floating Rate Notes are subject to special rules whereby a Floating Rate Note will qualify as a "variable rate debt

instrument" if (a) its issue price does not exceed the total noncontingent principal payments by more than a specified DE MINIMIS amount and (b) it provides for stated interest, paid or compounded at least annually, at current values of (i) one or more qualified floating rates, (ii) a single fixed rate and one or more qualified floating rates, (iii) a single objective rate or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate. A "qualified floating rate" is any floating rate where variations in such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Floating Rate Note is denominated (E. G., the CD Rate, the Commercial Paper Rate, the Federal Funds Rate, LIBOR, the Prime Rate or the Treasury Rate.) Although a multiple of a qualified floating rate will generally not itself constitute a qualified floating rate, a variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than zero but not more than 1.35 will constitute a qualified floating rate. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than zero but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, under the Final Regulations, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Floating Rate Note (e.g., two or more qualified floating rates with values within 25 basis points of each other as determined on the Floating Rate Note's issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e., a cap) or a minimum numerical limitation (i.e., a floor) may, under certain circumstances, fail to be treated as a qualified floating rate under the Final Regulations. An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single formula and which is based upon (i) one

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or more qualified floating rates, (ii) one or more rates where each rate would be a qualified floating rate for a debt instrument denominated in a currency other than the currency in which the Floating Rate Note is denominated (iii) either the yield or changes in the price of one or more items of actively traded personal property (other than stock or debt of the issuer or a related party) or (iv) a combination of such rates. The Final Regulations also provide that other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Floating Rate Note will not constitute an objective rate if it is reasonably expected that the average value of such rate during the first half of the Floating Rate Note's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Floating Rate Note's term. A "qualified inverse floating rate" is any objective rate where such rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the cost of newly borrowed funds. The Final Regulations also provide that if a Floating Rate Note provides for stated interest at a fixed rate for an initial period of less than one year followed by a variable rate that is either a qualified floating rate or an objective rate and if the variable rate on the Floating Rate Note's issue date is intended to approximate the fixed rate (e.g., the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

If a Floating Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a "variable rate debt instrument" under the Final Regulations, then any stated interest on such Note which is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Floating Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument" under the Final Regulations will generally not be treated as having been issued with original issue discount unless the Floating Rate Note is issued at a "true" discount (i.e., at a price below the Note's stated principal amount) in excess of a specified DE MINIMIS amount. Original issue discount on such a Floating Rate Note arising from "true" discount is allocated to an accrual period using the constant yield method described above by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Floating Rate Note.

In general, any other Floating Rate Note that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of OID and

qualified stated interest on the Floating Rate Note. The Final Regulations generally require that such a Floating Rate Note be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Floating Rate Note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Floating Rate Note's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Floating Rate Note is converted into a fixed rate that reflects the yield that is reasonably expected for the Floating Rate Note. In the case of a Floating Rate Note that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Floating Rate Note provides for a qualified inverse floating rate). Under such circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Floating Rate Note as of the Floating Rate Note's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Floating Rate Note is then converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the Floating Rate Note is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the general OID rules to the "equivalent" fixed rate debt instrument and a United States Holder of the Floating Rate Note will account for tax purposes for such OID and qualified stated interest as if the U.S. Holder held the "equivalent" fixed rate debt instrument. Each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument in the event that such amounts differ from the actual amount of interest accrued or paid on the Floating Rate Note during the accrual period.

If a Floating Rate Note does not qualify as a "variable rate debt instrument" under the Final Regulations, then the Floating Rate Note would be treated as a contingent payment debt obligation.

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Certain of the Notes (i) may be redeemable at the option of the Corporation prior to their stated maturity (a "call option") and/or (ii) may be repayable at the option of the holder prior to their stated maturity (a "put option"). Notes containing such features may be subject to rules that differ from the general rules discussed above. Prospective purchasers of Notes with such features should consult their tax advisors because the OID consequences will depend, in part, on the particular terms and features of such Notes.

A United States Holder may elect to include in gross income all interest that accrues on a Note by using the constant yield method applicable to OID, subject to certain limitations and exceptions. For purposes of this election, interest includes stated interest, acquisition discount, OID, DE MINIMIS OID, market discount, DE MINIMIS market discount and unstated interest, as adjusted by any amortizable bond premium or acquisition premium.

PROPOSED CONTINGENT DEBT REGULATIONS. On December 15, 1994, the IRS released proposed regulations (the "Proposed Contingent Debt Regulations") defining, and describing the taxation of, contingent payment debt obligations.

The Proposed Contingent Debt Regulations also modify the definition of "objective rate" for purposes of the Final Regulations. Under the Proposed Contingent Debt Regulations, for debt instruments issued 60 days after final regulations are published, an objective rate is defined as a rate that is determined using a single fixed formula and that is based on objective financial or economic information. An objective rate does not include a rate based on information that is within the control of the issuer (or a related party) or that is unique to the circumstances of the issuer.

The proposed regulations will not be effective until 60 days after final regulations are published in the Federal Register. Any final regulations may differ substantially from the Proposed Contingent Debt Regulations. Each potential purchaser of the Notes should consult its own tax advisor regarding the Proposed Contingent Debt Regulations.

SHORT-TERM NOTES. Certain United States Holders (including banks, securities dealers, regulated investment companies and taxpayers that elect under Code Section 1282(b)(2) and that otherwise use the cash method of tax accounting, as well as all accrual method United States Holders) will be required to accrue into income on a current basis qualified stated interest and any OID with respect to Notes having a maturity of not more than one year ("Short-Term Notes"). (In that regard it should be noted that the Final Regulations treat none of the stated interest on a Short-Term Note as qualified stated interest, but instead treat such interest as part of the Short-Term Note's stated redemption price at maturity, thereby giving rise to OID.) OID on a Short-Term Note will be treated as accruing on a ratable basis or, at the election of the holder, on a constant interest basis. Other cash method holders of Short-Term Notes generally will not be required, but may elect under Section 1282(b)(2) of the Code, to accrue qualified stated interest and OID into income on a current basis. However, unless such holder so elects, such holder may not be allowed to deduct all of the interest paid or accrued on any indebtedness incurred or maintained to purchase or carry such Short-Term Note until the maturity date of the Note or its earlier disposition in a taxable transaction. In addition, such a non-electing cash method holder will be required to treat any gain realized on a sale, exchange or retirement of the Short-Term Note as ordinary income to the extent such gain does not exceed the OID accrued with respect to the Note during the period the holder held the Short-Term Note. In determining OID for such purposes, OID will be deemed to accrue on a ratable basis unless the holder elects accrual on a constant interest basis.

A United States Holder of a Short-Term Note can elect to apply the rules in the preceding paragraph dealing with the current accrual of OID and the deferral of interest deductions by taking into account the amount of "acquisition discount," if any, with respect to the Note (rather than the amount of OID, if any, with respect to such Short-Term Note). Acquisition discount is the excess of the remaining stated redemption price at maturity of the Short-Term Note over the holder's tax basis in the Short-Term Note at the time of the acquisition. Acquisition discount will be treated as accruing on a ratable basis or, at the election of the holder, on a constant interest basis.

A United States Holder's tax basis for a Short-Term Note generally will be the holder's purchase price for the Note, increased by any stated interest, OID or acquisition discount that the holder is required to accrue, or has elected to accrue, into income currently under the rules described above and decreased by the amount of any bond premium previously amortized by such holder with respect to such Note, the amount of any payment of principal received by such holder with respect to the Note, and, if the holder is required to accrue, or has elected to accrue, interest into income currently with respect to the Note, the amount of any payment of stated interest received by such holder with respect to the Note.

The market discount rules will not apply to a Short-Term Note.

Certain of the Notes may be redeemable prior to their maturity date, at the option of either the Corporation or the holder. This redemption feature may affect the determination of whether a Note has a maturity of not more than one year and is thus

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a Short-Term Note. Purchasers of Notes with such features should carefully examine the applicable Pricing Supplement and should consult their own tax advisors with respect to such features.

#### NON-UNITED STATES HOLDERS

Except as otherwise discussed in the applicable Pricing Supplement, under the United States Federal income tax laws as in effect on the date of this Prospectus Supplement and subject to the discussion of backup withholding below, payments of principal and any premium and interest, including any OID, by the Corporation or its agent (acting in its capacity as such) to any holder of a Note who is not a United States person (a "Non-United States Holder") will be not subject to United States Federal withholding tax; PROVIDED, HOWEVER, that, in the case of interest, including any OID, (i) such holder does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the entitled to vote, (ii) such holder is not a controlled foreign corporation for United States tax purposes that is related to the (directly or indirectly) through stock ownership, and (iii) either (A) the beneficial owner of the Note certifies to the Corporation or its agent, under penalties of perjury, that it is a Non-United States Holder and provides its name and address, or (B) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade

business (a "financial institution") and holds the Note and certifies to the Corporation or its agent under penalties of perjury that such statement has been received from the beneficial owner by it or by a financial institution and furnishes the payor with a copy thereof. In the event a Floating Rate Note is issued which bears interest at a rate other than a rate determined by reference to a Base Rate explicitly referred to under "Floating Rate Notes," the applicable Pricing Supplement will describe whether interest (including original issue discount) on such Note will be subject to Federal withholding tax.

If a Non-United States Holder is engaged in a trade or business in the United States and interest, including any OID, on the Note is effectively connected with the conduct of such trade or business, such holder, although exempt from the withholding tax discussed in the preceding paragraph (upon delivery of a properly executed Form 4224), may be subject to United States Federal income tax on such interest, and any OID, in the same manner as if it were a United States person. In addition, if such a holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. In lieu of the certification described in the preceding paragraph, a Non-United States Holder with effectively connected interest income must provide the payor with a properly executed Internal Revenue Service Form 4224 to claim an exemption from United States Federal withholding tax.

Any capital gain or market discount realized upon retirement or disposition of a Note by a Non-United States Holder will not be subject to United States Federal income or withholding taxes if (i) such gain is not effectively connected with a United States trade or business of the holder, and (ii) in the case of an individual, such holder is not present in the United States for 183 days or more in the taxable year of the retirement or disposition.

Notes held by an individual who is neither a citizen nor a resident of the United States for United States Federal income tax purposes at the time of such individual's death will not be subject to United States Federal estate tax provided that the income from such Notes was not or would not have been effectively connected with a United States trade or business of such individual and that such individual qualified for the exemption from United States Federal withholding tax (without regard to the certification requirements) that is described above.

#### BACKUP WITHHOLDING AND INFORMATION REPORTING

For each calendar year in which the Notes are outstanding, the Corporation is required to provide the Internal Revenue Service with certain information, including each holder's name, address and taxpayer identification number (either the holder's Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and any premium and qualified stated interest paid to the holder during the calendar year, the amount of original issue discount (if any) accruing on the obligation during the calendar year, and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain United States Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts and individual retirement accounts.

In the event that a United States Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required or underreports its tax liability with respect to interest or dividends, the Corporation, its agent or its paying agent may be required to "backup" withhold a tax equal to 31% of each payment of interest (including original issue discount, if any) and principal and any premium on the Notes. This tax is not an additional tax and may be credited against the United States Holder's United States Federal income tax liability, provided that the required information is furnished to the IRS.

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Under current Treasury Regulations, backup withholding and information reporting will not apply to payments made by the Corporation or any agent thereof (in its capacity as such) to a Non-United States Holder of a Note with respect to which the holder has provided required certification that it is not a United States person as set forth in clause (iii) in the first paragraph under "Non-United States Holders," or has otherwise established an exemption (provided that neither the nor such agent has actual knowledge that the holder is a United States person or that the conditions of any exemption are not in fact satisfied).

Payment of the proceeds from the sale of a Note to or through a foreign office of a broker will not be subject to information reporting or backup withholding, except that if the broker is a United States person, a controlled foreign corporation for United States tax purposes or a foreign person 50% or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business, information reporting may apply to such payments. Payment of the proceeds from a sale of a Note to or through the United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner certifies as to its non-United States status or otherwise establishes an exemption from information reporting and backup withholding.

For purposes of the preceding discussion, the term "United States person"



means a citizen or resident of the United States, a corporation, partnership or other entity created or organized under the laws of the United States or an estate or trust the income of which is subject to United States Federal income taxation regardless of its source, and "United States" means the United States of America (including the States and the District of Columbia).

THE FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A HOLDER'S PARTICULAR SITUATION. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN FEDERAL OR OTHER TAX LAWS.

#### PLAN OF DISTRIBUTION

The Notes are being offered on a continuous basis for sale by the Corporation. Unless otherwise agreed with the Corporation, an Agent will purchase a specified amount of the Notes, as principal, from the Corporation, for resale to investors and other purchasers at varying prices relating to prevailing market prices at the time of resale as determined by the Agent or, if so specified in an applicable Pricing Supplement, for resale at a fixed public offering price. Unless otherwise specified in an applicable Pricing Supplement, any Note sold to an Agent as principal will be purchased by such Agent at a price equal to 100% of the principal amount thereof less a percentage of the principal amount equal to the commission applicable to an agency sale (as described below) of a Note of identical maturity. If agreed to by the Corporation and an Agent, such Agent may utilize its reasonable efforts on an agency basis to solicit offers to purchase the Notes at 100% of the principal amount thereof, unless otherwise specified in an applicable Pricing Supplement. For each Note sold through an Agent as agent, the Corporation will pay a commission in the form of a discount to such Agent, ranging from .125% to .750% of the principal amount of the Note, depending upon its stated maturity. The Corporation may also sell Notes directly to investors and other purchasers on its own behalf in those jurisdictions where it is authorized to do so, and, upon such sale, no Agent will be entitled to any commission as set forth herein.

An Agent may sell Notes it has purchased from the Corporation as principal to other dealers for resale to investors, and may allow any portion of the discount received in connection with such purchases from the Corporation to such dealers. After the initial public offering of Notes to be resold to investors and other purchasers, the public offering price (in the case of Notes to be resold on a fixed public offering price basis), the concession and the discount may be changed.

The Corporation reserves the right to withdraw, cancel or modify the offer made hereby without notice and may reject orders in whole or in part whether placed directly with the Corporation or through one of the Agents. Each Agent will have the right, in its discretion reasonably exercised, to reject any offer to purchase Notes received by it on an agency basis, in whole or in part.

Unless otherwise provided in a Pricing Supplement, payment of the purchase price of the Notes will be required to be made in immediately available funds on the date of settlement.

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No Note will have an established trading market when issued. The Notes will not be listed on any securities exchange. The Agents may from time to time purchase and sell Notes in the secondary market, but are not obligated to do so, and there can be no assurance that there will be a secondary market for the Notes or liquidity in the secondary market if one develops. From time to time, the Agents may make a market in the Notes, but no Agent is obligated to do so, and may discontinue any market-making activity at any time.

The Agents, whether acting as agent or principal, may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). The Corporation has agreed to indemnify the Agents against and to contribute to payments that the Agents may be required to make relating to certain liabilities, including liabilities under the Securities Act. The Corporation has also agreed to reimburse the Agents for certain expenses.

NationsBanc Capital Markets, Inc. ("NCMI") is an indirect, wholly owned subsidiary of NationsBank. Under Schedule E to the By-Laws ("Schedule E") of the National Association of Securities Dealers, Inc. (the "NASD"), when an NASD member, such as NCMI, participates in the distribution of an affiliated company's securities, the offering must be conducted in accordance with the applicable provisions of Schedule E. NationsBank is considered to be an "affiliate" (as such term is defined in Schedule E) of NCMI. The offer and sale of any Notes by NCMI will comply with the requirements of Schedule E regarding the underwriting of securities of affiliates and with any restrictions as may be imposed on NCMI by the Board of Governors of the Federal Reserve System. In addition, under Schedule E, no NASD member participating in offers and sales of the Notes may execute a transaction in the Notes in a discretionary account without the specific prior written approval of the member's customer.

This Prospectus Supplement and related Prospectus also may be used by direct or indirect wholly owned subsidiaries of NationsBank acting in an agency capacity in connection with offers and sales related to secondary market transactions in the Notes. Any such sales will be made at prices related to prevailing market prices at the time of sale.

The Agents may from time to time engage in transactions with, or perform

services for, the Corporation in the ordinary course of business.

The Corporation may, in its sole discretion, suspend solicitations of purchases of the Notes through the Agents, acting as agent, for any period of time or permanently.

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## PROSPECTUS

### NationsBank(Register Mark) DEBT SECURITIES

NationsBank Corporation ("NationsBank" or the "Corporation") may offer from time to time in one or more series up to \$4,000,000,000 in aggregate initial offering price of (i) its unsecured debt securities, which may be either senior (the "Senior Debt Securities") or subordinated (the "Subordinated Debt Securities" and, together with the Senior Debt Securities, the "Debt Securities"), (ii) shares of its preferred stock (the "Preferred Stock"), which may be represented by depositary shares (the "Depositary Shares"), and (iii) shares of its common stock (the "Common Stock"). This Prospectus relates solely to the offer and sale of Debt Securities, which may be offered, separately or together, in separate series in amounts, at prices and on terms to be determined at the time of sale and set forth in an accompanying supplement to this Prospectus (a "Prospectus Supplement"). Any shares of Preferred Stock, Depositary Shares or Common Stock that may be offered and issued under the Registration Statement of which this Prospectus forms a part will be so offered and issued pursuant to the terms of a separate Prospectus contained in such Registration Statement. The aggregate amount of Debt Securities that may be offered and sold pursuant hereto is subject to reduction as the result of the sale of any Preferred Stock, Depositary Shares or Common Stock pursuant to such separate Prospectus.

The Senior Debt Securities will rank equally with all other unsubordinated and unsecured indebtedness of the Corporation. The Subordinated Debt Securities will be subordinate in right of payment to all existing and future Senior Indebtedness (as defined herein) of the Corporation.

The applicable Prospectus Supplement will set forth the specific terms of each series of Debt Securities offered pursuant to this Prospectus, including the specific designation, aggregate principal amount, authorized denominations, maturity, any premium, any interest rate (which may be fixed or variable), any interest payment dates, any optional or mandatory redemption terms, any sinking fund provisions, any subordination terms, any terms for conversion into other series of Debt Securities, Preferred Stock, Depositary Shares or Common Stock, the initial public offering price and any other terms of such series of Debt Securities.

The Debt Securities may be sold (i) through underwriting syndicates represented by managing underwriters, or by underwriters without a syndicate, with such underwriters to be designated at the time of sale; (ii) through agents designated from time to time; or (iii) directly by the Corporation. The names of any underwriters or agents of NationsBank involved in the sale of the Debt Securities, the public offering price or purchase price and any applicable commissions or discounts will be set forth in the applicable Prospectus Supplement, in addition to any other terms of the offering of such Debt Securities. The net proceeds to the Corporation from such sale also will be set forth in such Prospectus Supplement.

This Prospectus may not be used to consummate sales of Debt Securities unless accompanied by a Prospectus Supplement.

THESE SECURITIES ARE NOT SAVINGS ACCOUNTS OR DEPOSITS, ARE NOT OBLIGATIONS OF OR GUARANTEED BY ANY BANKING OR NONBANKING AFFILIATE OF THE CORPORATION, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC") OR ANY OTHER GOVERNMENT AGENCY.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, THE COMMISSIONER OF INSURANCE OF THE STATE OF NORTH CAROLINA (THE "COMMISSIONER") OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION, THE COMMISSIONER OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is August 12, 1993.

#### INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, previously filed by the Corporation with the Securities and Exchange Commission (the "Commission") pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "1934 Act"), are incorporated herein by reference:

(a) The Corporation's Annual Report on Form 10-K for the year ended December 31, 1992;

(b) The Corporation's Quarterly Report on Form 10-Q for the quarter ended March 31, 1993; and

(c) The Corporation's Current Reports on Form 8-K filed January 13, 1993, January 25, 1993, February 24, 1993 (as amended by Amendment No. 1 on Form 8 filed March 1, 1993, Form 8-K/A Amendment No. 1 filed May 6, 1993 and Form 8-K/A Amendment No. 2 filed May 27, 1993), March 26, 1993, July 7, 1993, August 2, 1993 and August 11, 1993 (including a description of the Common Stock).

All reports and any definitive proxy or information statements filed by the Corporation with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act subsequent to the date of this Prospectus and prior to the termination of the offering of the Debt Securities offered

hereby shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

THE CORPORATION WILL PROVIDE WITHOUT CHARGE TO EACH PERSON TO WHOM THIS PROSPECTUS IS DELIVERED, ON THE WRITTEN OR ORAL REQUEST OF ANY SUCH PERSON, A COPY OF ANY OR ALL OF THE DOCUMENTS INCORPORATED HEREIN BY REFERENCE (OTHER THAN EXHIBITS TO SUCH DOCUMENTS WHICH ARE NOT SPECIFICALLY INCORPORATED BY REFERENCE IN SUCH DOCUMENTS). WRITTEN REQUESTS FOR SUCH COPIES SHOULD BE DIRECTED TO JOHN E. MACK, SENIOR VICE PRESIDENT AND TREASURER, NATIONSBANK CORPORATION, NATIONS BANK CORPORATE CENTER, CORPORATE TREASURY DIVISION, CHARLOTTE, NORTH CAROLINA 28255. TELEPHONE REQUESTS MAY BE DIRECTED TO MR. MACK AT (704) 386-5833.

#### AVAILABLE INFORMATION

NationsBank is subject to the informational requirements of the 1934 Act and, in accordance therewith, files reports, proxy statements and other information with the Commission. Such reports, proxy statements and other information can be inspected and copied at the following public reference facilities maintained by the Commission: 450 Fifth Street, N.W., Washington, D.C. 20549; 7 World Trade Center, 13th Floor, New York, New York 10048; and the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material may also be obtained by mail from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, upon payment of prescribed rates. In addition, reports, proxy statements and other information concerning NationsBank may be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005 and at the offices of The Pacific Stock Exchange, Incorporated, 301 Pine Street, San Francisco, California 94104.

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#### NATIONSBANK CORPORATION

##### GENERAL

NationsBank is a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal assets being the stock of its banking subsidiaries (the "Banks"). Through the Banks and its various non-banking subsidiaries, NationsBank provides domestic banking and banking-related services throughout the Southeastern and MidAtlantic states and Texas. The principal executive offices of NationsBank are located at NationsBank Corporate Center, Charlotte, North Carolina 28255. Its telephone number is (704) 386-5000.

As part of its operations, the Corporation routinely analyzes its lines of business and from time to time may increase, decrease or terminate any of its activities as the result of such evaluations. In particular, the Corporation regularly evaluates the potential acquisition of, and holds discussions with, various financial institutions and other businesses of a type eligible for bank holding company investment. The Corporation also regularly analyzes the values of, and submits bids for, the acquisitions of customer-based funds and other liabilities and assets of failed financial institutions. As a general rule, the Corporation publicly announces such material acquisitions when a definitive agreement has been reached.

##### BANKING OPERATIONS

NationsBank, through its various subsidiaries, provides a diversified range of financial services to its customers. These services include activities related to the general banking business as provided through the General Bank Group (including comprehensive service in the commercial and retail banking fields, the origination and servicing of home mortgage loans, the issuance and servicing of credit cards, certain insurance services and private banking services); the Institutional Bank Group (including comprehensive service in the corporate and investment banking fields, trading in financial futures through contractual arrangements with members of the various commodities exchanges, options market making and trading and arranging and structuring mergers, acquisitions, leveraged buyouts, private debt placements, international financings and venture capital; and international operations through representative offices, branches or merchant banks located in London, Frankfurt, Singapore, Mexico City, Grand Cayman and Nassau, including the traditional services of paying and receiving, international collections, bankers acceptances, letters of credit and foreign exchange services, as well as specialized international services, such as tax-based leasing, export financing of certain capital goods and raw materials and capital market services, for its corporate customers); the Secured Lending Group (including real estate lending, commercial finance and factoring, and leasing and financing a wide variety of commercial equipment); and the Trust Group (including trust and investment management services and mutual funds products).

NationsBank has banking operations in the following jurisdictions (listed in declining order of total assets, with the approximate number of banking offices in parentheses): Texas (271), North Carolina (239), Florida (370), Georgia (205), Virginia (258), South Carolina (189), Tennessee (104), Maryland (83), District of Columbia (11) and Kentucky (4). The

Company also has a banking subsidiary in Delaware that issues and services credit cards.

In addition to the banking offices located in the above states, the various Banks have loan production offices located in New York City, Chicago, Los Angeles, Denver and Birmingham. The Banks also provide fully automated, 24-hour cash dispensing and depositing and payment services throughout the states in which they are located, through approximately 1,700 automated teller machines.

#### NON-BANKING OPERATIONS

NationsBank conducts its non-banking operations through several subsidiaries. NationsCredit Corporation and several other subsidiaries engage in consumer credit activities. NationsBanc Mortgage Corporation originates and services loans for the Banks and for other investors. NationsBanc Commercial Corporation and an additional subsidiary provide services related to the factoring of accounts receivable. NationsBanc Leasing Corporation and several additional subsidiaries engage in equipment and leveraged leasing activities. NationsSecurities, A Dean Witter/NationsBank Company, provides full service retail brokerage services. NationsBanc Securities, Inc. conducts discount brokerage activities.

In addition, NationsBanc Capital Markets, Inc. ("NCMI"), NationsBank's institutional securities subsidiary, underwrites and deals in bank-eligible securities (generally U.S. government and government agency securities, certain municipal securities, primarily municipal general obligation securities, and certain certificates of deposit, bankers acceptances and money market instruments) and, to a limited extent, certain bank-ineligible securities, including corporate debt, as authorized by the Board of Governors of the Federal Reserve System (the "Federal Reserve Board") under

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Section 20 of the Glass-Steagall Act. Through NCMI's securities underwriting authority, NationsBank provides corporate and institutional customers a broad range of debt-related financial services.

#### SUPERVISION AND REGULATION

##### GENERAL

NationsBank is subject to the supervision of, and to regular inspection by, the Federal Reserve Board. The Banks are organized as national banking associations, which are subject to regulation, supervision and examination by the Office of the Comptroller of the Currency (the "Comptroller") and the FDIC. In addition to banking laws, regulations and regulatory agencies, NationsBank and its subsidiaries and affiliates are subject to various other laws and regulations and supervision and examination by other regulatory agencies, all of which directly or indirectly affect NationsBank's operations, management and ability to make distributions.

The following discussion summarizes certain aspects of those laws and regulations that affect NationsBank. Proposals to change the laws and regulations governing the banking industry are frequently introduced in Congress, in the state legislatures and before the various bank regulatory agencies. For example, Federal interstate branching legislation may be proposed in the future which, if enacted, would permit nationwide interstate branching by NationsBank. In addition, North Carolina recently revised its banking statutes, effective in 1996, to facilitate interstate banking in other states that have similar statutes regarding interstate banking. Other states in which NationsBank has banking operations are considering similar legislation. However, the likelihood and timing of any such changes and the impact such changes might have on NationsBank and its subsidiaries are difficult to determine.

##### CAPITAL AND OPERATIONAL REQUIREMENTS

The Federal Reserve Board, the Comptroller and the FDIC have issued substantially similar risk-based and leverage capital guidelines applicable to United States banking organizations. In addition, those regulatory agencies may from time to time require that a banking organization maintain capital above the minimum levels, whether because of its financial condition or actual or anticipated growth.

The Federal Reserve Board risk-based guidelines define a two-tier capital framework. Tier 1 capital consists of common and qualifying preferred shareholders' equity, less certain intangibles and other adjustments. Tier 2 capital consists of subordinated and other qualifying debt, and the allowance for credit losses up to 1.25 percent of risk-weighted assets. The sum of Tier 1 and Tier 2 capital less investments in unconsolidated subsidiaries represents qualifying total capital, at least 50 percent of which must consist of Tier 1 capital. Risk-based capital ratios are calculated by dividing Tier 1 and total capital by risk-weighted assets. Assets and off-balance sheet exposures are assigned to one of four categories of risk-weights, based primarily on relative credit risk. The minimum Tier 1 capital ratio is 4 percent and the minimum total capital ratio is 8 percent. The Corporation's Tier 1 and total risk-based capital ratios under these guidelines at June 30, 1993 were 7.63 percent and 11.75 percent, respectively.

The leverage ratio is determined by dividing Tier 1 capital by adjusted total assets. Although the stated minimum ratio is 3 percent, most banking organizations are required to maintain ratios of at least 100 to 200 basis points above 3 percent. The Corporation's leverage ratio at June 30, 1993 was 6.34 percent. Management believes that the Corporation meets

its leverage ratio requirement.

The Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA"), among other things, identifies five capital categories for insured depository institutions (well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized) and requires the respective Federal regulatory agencies to implement systems for "prompt corrective action" for insured depository institutions that do not meet minimum capital requirements within such categories. FDICIA imposes progressively more restrictive constraints on operations, management and capital distributions, depending on the category in which an institution is classified. Failure to meet the capital guidelines could also subject a banking institution to capital raising requirements. An "undercapitalized" bank must develop a capital restoration plan and its parent holding company must guarantee that bank's compliance with the plan. The liability of the parent holding company under any such guarantee is limited to the lesser of 5 percent of the bank's assets at the time it became "undercapitalized" or the amount needed to comply with the plan. Furthermore, in the event of the bankruptcy of the parent holding company, such guarantee would take priority over the parent's general unsecured creditors. In addition, FDICIA requires the various regulatory agencies to prescribe within two years from the

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date of enactment of FDICIA certain non-capital standards for safety and soundness relating generally to operations and management, asset quality and executive compensation and permits regulatory action against a financial institution that does not meet such standards.

The various regulatory agencies have adopted substantially similar regulations that define the five capital categories identified by FDICIA, using the total risk-based capital, Tier 1 risk-based capital and leverage capital ratios as the relevant capital measures. Such regulations establish various degrees of corrective action to be taken when an institution is considered undercapitalized. Under the regulations, a "well capitalized" institution must have a Tier 1 capital ratio of at least 6 percent, a total capital ratio of at least 10 percent and a leverage ratio of at least 5 percent and not be subject to a capital directive order. An "adequately capitalized" institution must have a Tier 1 capital ratio of at least 4 percent, a total capital ratio of at least 8 percent and a leverage ratio of at least 4 percent, or 3 percent in some cases. Under these guidelines, each of the Banks is considered adequately or well capitalized.

#### DISTRIBUTIONS

NationsBank's funds for cash distributions to its shareholders are derived from a variety of sources, including cash and temporary investments. The primary source of such funds, however, is dividends received from its banking subsidiaries. The amount of dividends that each Bank may declare in a calendar year without approval of the Comptroller is the Bank's net profits for that year, as defined by statute, combined with its net retained profits, as defined, for the preceding two years. The Banks can initiate dividend payments in 1993 without prior regulatory approval of up to \$386 million plus an additional amount equal to their net profits for 1993 up to the date of any such dividend declaration.

In addition to the foregoing, the ability of NationsBank and its national bank subsidiaries to pay dividends may be affected by the various minimum capital requirements and the capital and non-capital standards to be established under FDICIA as described above. Furthermore, the Comptroller may prohibit the payment of a dividend by a national bank if it determines that such payment would constitute an unsafe or unsound practice. The right of NationsBank, its shareholders and its creditors to participate in any distribution of the assets or earnings of its subsidiaries is further subject to the prior claims of creditors of the respective subsidiaries.

#### DEPOSIT INSURANCE

The deposits of each of the Banks are insured up to applicable limits by the FDIC. Accordingly, the Banks are subject to deposit insurance assessments to maintain the Bank Insurance Fund of the FDIC. As mandated by FDICIA, the FDIC adopted regulations effective January 1, 1993 for the transition from a flat-rate insurance assessment system to a risk-based system by January 1, 1994. Pursuant to these regulations, a financial institution's deposit insurance assessment will be within a range of 0.23 percent to 0.31 percent of its qualifying deposits, depending on the institution's risk classification. The assessment for the Banks is estimated to average 26 cents per \$100 of eligible deposits in 1993, resulting in an increase of approximately \$13 million in FDIC insurance premiums compared to 1992.

#### SOURCE OF STRENGTH

According to Federal Reserve Board policy, bank holding companies are expected to act as a source of financial strength to each subsidiary bank and to commit resources to support each such subsidiary. This support may be required at times when a bank holding company may not be able to provide such support. In the event of a loss suffered or anticipated by the FDIC -- either as a result of default of a banking or thrift subsidiary of the Corporation or related to FDIC assistance provided to a subsidiary in danger of default -- the other banking subsidiaries of NationsBank may be assessed for the FDIC's loss, subject to certain exceptions.

#### USE OF PROCEEDS

The net proceeds from the sale of the Debt Securities will be used for general corporate purposes, including NationsBank's working capital needs, the funding of investments in, or extensions of credit to, Nations Bank's banking and nonbanking subsidiaries, possible acquisitions of other financial institutions or their assets, possible acquisitions of failed financial institutions offered for sale by regulatory authorities, possible acquisitions of or investments in other businesses of a type eligible for bank holding companies and possible reduction of outstanding indebtedness or repurchase of outstanding equity securities of the Corporation. Pending such use, the Corporation may temporarily invest the net proceeds in investment grade securities. The Corporation may, from time to time, engage in additional capital financings of a character and in amounts to be determined by the Corporation in light of its needs at such time or times

and in light of prevailing market conditions. If the Corporation elects at the time of issuance of Debt Securities to make different or more specific use of proceeds other than that set forth herein, such use will be described in the applicable Prospectus Supplement.

RATIOS OF EARNINGS TO FIXED CHARGES

The following are the consolidated ratios of earnings to fixed charges for the three months ended March 31, 1993 and for each of the years in the five-year period ended December 31, 1992:

	THREE MONTHS ENDED MARCH 31, 1993	1992	YEAR ENDED DECEMBER 31, 1991 (1) 1990	
1989 (2)				
<S>	<C>	<C>	<C>	<C>
<C>				
Ratio of Earnings to Fixed Charges:				
Excluding interest on deposits.....	2.6	2.4	1.1	1.3
1.7				
Including interest on deposits.....	1.5	1.4	1.0	1.1
1.2				
<CAPTION>				
	1988			
<S>	<C>			
Ratio of Earnings to Fixed Charges:				
Excluding interest on deposits.....	1.8			
Including interest on deposits.....	1.2			
</TABLE>				

(1) Ratios include the 1991 restructuring expense of \$330 million recorded in connection with the merger of a subsidiary of the Corporation into C&S/Sovran Corporation, effective December 31, 1991. On a pro forma basis, excluding the 1991 restructuring expense of \$330 million, the Ratio of Earnings to Fixed Charges excluding interest on deposits was 1.3, and the Ratio of Earnings to Fixed Charges including interest on deposits was 1.1. For additional information regarding the restructuring expense, see the Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 1992, incorporated by reference herein.

(2) Includes the FDIC's interest in the earnings of NationsBank of Texas, National Association.

For purposes of computing the consolidated ratios, earnings represent net income of the Corporation plus applicable income taxes and fixed charges, less capitalized interest and the equity in undistributed earnings of unconsolidated subsidiaries and associated companies. Fixed charges represent interest expense (exclusive of interest on deposits in one case and inclusive of such interest in the other), capitalized interest, amortization of debt discount and appropriate issuance costs and one-third (the amount deemed to represent an appropriate interest factor) of net rent expense under all lease commitments.

PLAN OF DISTRIBUTION

The Corporation may offer and sell the Debt Securities in one or more of the following ways: (i) through underwriters or dealers; (ii) through agents; or (iii) directly by the Corporation to one or more purchasers. Such underwriters, dealers or agents may be affiliates of NationsBank. The Prospectus Supplement with respect to a particular offering of a series of Debt Securities will set forth the terms of the offering of such Debt Securities, including the name or names of any underwriters or agents with whom NationsBank has entered into arrangements with respect to the sale of such Debt Securities, the public offering or purchase price of such Debt Securities and the proceeds to the Corporation from such sales, and any underwriting discounts, agency fees or commissions and other items constituting underwriters' compensation, the initial public offering price, any discounts or concessions to be allowed or reallocated or paid to dealers and any securities exchange, if any, on which such Debt Securities may be listed.

If underwriters are used in the offer and sale of Debt Securities, the Debt Securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including

negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The Debt Securities may be offered to the public either through underwriting syndicates represented by managing underwriters, or by underwriters without a syndicate, all of which underwriters in either case will be designated in the applicable Prospectus Supplement. Unless otherwise set forth in the applicable Prospectus Supplement, under the terms of the underwriting agreement, the obligations of the underwriters to purchase Debt Securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all the Debt Securities if any are purchased. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

Debt Securities may be offered and sold directly by the Corporation or through agents designated by the Corporation from time to time. Any agent involved in the offer or sale of the Debt Securities with respect to which this Prospectus is delivered will be named in, and any commissions payable by the Corporation to such agent will be set forth in or

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calculable from, the applicable Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best-efforts basis for the period of its appointment.

If so indicated in the applicable Prospectus Supplement, the Corporation may authorize underwriters, dealers or agents to solicit offers by certain institutions to purchase Debt Securities from the Corporation at the public offering price set forth in such Prospectus Supplement pursuant to delayed delivery contracts ("Delayed Delivery Contracts") providing for payment and delivery on the date or dates stated in the Prospectus Supplement. Each Delayed Delivery Contract will be for an amount of Debt Securities not less than and, unless the Corporation otherwise agrees, the aggregate amount of Debt Securities sold pursuant to Delayed Delivery Contracts shall be not more than the respective amounts stated in the Prospectus Supplement. Institutions with which Delayed Delivery Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies and educational and charitable institutions, but shall in all cases be subject to the approval of the Corporation in its sole discretion. The obligations of the purchaser under any Delayed Delivery Contract to pay for and take delivery of Debt Securities will not be subject to any conditions except that (i) the purchase of Debt Securities by such institution shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such institution is subject; and (ii) any related sale of Debt Securities to underwriters shall have occurred. A commission set forth in the Prospectus Supplement will be paid to underwriters soliciting purchases of Debt Securities pursuant to Delayed Delivery Contracts accepted by the Corporation. The underwriters will not have any responsibility in respect of the validity or performance of Delayed Delivery Contracts.

The Debt Securities will be new issues of securities with no established trading market. Any underwriters to whom Debt Securities are sold by the Corporation for public offering and sale may make a market in such Debt Securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for any Debt Securities.

Any underwriter, dealer or agent participating in the distribution of the Debt Securities may be deemed to be an underwriter, as that term is defined in the Securities Act of 1933, as amended (the "1933 Act"), of the Debt Securities so offered and sold, and any discounts or commissions received by them from NationsBank and any profit realized by them on the sale or resale of the Debt Securities may be deemed to be underwriting discounts and commissions under the 1933 Act.

Under agreements entered into with the Corporation, underwriters, dealers and agents may be entitled to indemnification by the Corporation against certain civil liabilities, including liabilities under the 1933 Act, or to contribution with respect to payments which the underwriters or agents may be required to make in respect thereof.

The participation of an affiliate or subsidiary of NationsBank in the offer and sale of the Debt Securities will comply with the requirements of Schedule E to the By-laws of the National Association of Securities Dealers, Inc. (the "NASD") regarding the participation in a distribution of securities by an affiliate. No NASD member participating in offers and sales of the Debt Securities will execute a transaction in the Debt Securities in a discretionary account without the prior written specific approval of the member's customer.

This Prospectus and related Prospectus Supplements also may be used by direct or indirect wholly owned subsidiaries of NationsBank in connection with offers and sales related to secondary market transactions in the Debt Securities. Such subsidiaries may act as principal or agent in such transactions. Any such sales will be made at prices related to prevailing market prices at the time of sale.

Underwriters, dealers and agents also may be customers of, engage in transactions with, or perform other services for the Corporation in the ordinary course of business.

#### DESCRIPTION OF DEBT SECURITIES

The following description of the terms of the Debt Securities sets

forth certain general terms and provisions of the Debt Securities to which any Prospectus Supplement may relate. The particular terms of the Debt Securities offered by any Prospectus Supplement and the extent, if any, to which such general provisions may apply to the Debt Securities so offered will be described in the Prospectus Supplement relating to such Debt Securities.

The Senior Debt Securities are to be issued under an Indenture dated as of January 1, 1992 between the Corporation and BankAmerica National Trust Company (formerly BankAmerica Trust Company of New York), Trustee (the "Senior

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Trustee"), as supplemented by the First Supplemental Indenture thereto dated as of July 1, 1993 between the Corporation and the Senior Trustee (such indenture, as so supplemented, is referred to herein as the "Senior Indenture"). The Subordinated Debt Securities are to be issued under an Indenture dated as of November 1, 1992 between the Corporation and The Bank of New York, Trustee (the "Subordinated Trustee" and, together with the Senior Trustee, the "Trustees"), as supplemented by the First Supplemental Indenture thereto dated as of July 1, 1993 between the Corporation and the Subordinated Trustee (such indenture, as so supplemented, is referred to herein as the "Subordinated Indenture"). A copy of each of the Senior Indenture and the Subordinated Indenture (each, an "Indenture" and together, the "Indentures") is incorporated by reference in the Registration Statement of which this Prospectus forms a part. The following summaries of certain provisions of the Indentures do not purport to be complete and are subject to and qualified in their entirety by reference to the provisions of the applicable Indentures. Whenever particular sections or defined terms of the Indentures are referred to, it is intended that such sections or defined items shall be incorporated herein by reference. Unless otherwise indicated, capitalized terms shall have the meanings ascribed to them in the Indentures.

#### GENERAL

The respective Indentures provide that there is no limitation on the amount of debt securities that may be issued thereunder from time to time. The amount of Debt Securities that may be offered and sold pursuant to this Prospectus, however, is limited to the aggregate initial offering price of the securities registered under the Registration Statement of which this Prospectus forms a part, subject to reduction as the result of the sale of other securities under the Registration Statement.

The Senior Debt Securities of each series will be unsecured and will rank equally with all unsecured senior debt of the Corporation. The Subordinated Debt Securities of each series will be unsecured and will be subordinate and junior in right of payment to the prior payment in full of the Senior Indebtedness of the Corporation. See "Description of Debt Securities -- Subordination."

The Debt Securities will be issued in fully registered form only. Principal of and premium, if any, and interest on the Debt Securities will be payable, and the Debt Securities may be transferable or exchangeable, without payment of any service charge other than any tax or governmental charge payable in connection therewith, at the principal corporate trust office of the respective Trustees, or at such other places as may be designated from time to time pursuant to the Indentures. The Debt Securities may be sold at a substantial discount below their stated principal amount, bearing no interest or interest at a rate which at the time of issuance is below market rates. Federal income tax consequences and special considerations applicable to any such Debt Securities will be described in the Prospectus Supplement relating thereto.

The Debt Securities may be issued from time to time in one or more series. The particular terms of each series of Debt Securities to be offered and sold will be described in the Prospectus Supplement with respect to such Debt Securities, including: (1) the specific title of the series of Debt Securities; (2) whether such Debt Securities are Senior Debt Securities or Subordinated Debt Securities; (3) the aggregate principal amount of such series of Debt Securities; (4) the denominations in which such series of Debt Securities are authorized to be issued, if other than denominations of \$1,000 or any integral multiple thereof; (5) any sinking fund provisions; (6) the price or prices (expressed as a percentage of the aggregate principal amount thereof) at which such series of Debt Securities will be issued; (7) the date or dates on which such series of Debt Securities will mature; (8) the rate or rates per annum or the method for determining such rate or rates, if any, at which such series of Debt Securities will bear interest (which rate may be fixed or variable), and the date or dates from which any such interest will accrue; (9) any premium payments; (10) the date or dates on which any such interest on such series of Debt Securities will be payable and the record dates for any interest payable on any such dates; (11) the person to whom any interest of such series of Debt Securities will be payable, if other than the persons in whose names such series of Debt Securities are registered at the close of business on the record dates for such interest, and the extent to which, or the manner in which, any interest payable on a permanent global Debt Security on an interest payment date will be paid; (12) each office or agency where, subject to the terms of the applicable Indenture, the principal of and premium, if any, and interest on such series of Debt Securities will be paid; (13) each office or agency where, subject to the



terms of the applicable Indenture, such series of Debt Securities may be presented for registration of transfer or exchange; (14) any provisions relating to optional redemption of such series of Debt Securities, including the period or periods within which and the price or prices at which such series of Debt Securities may, pursuant to any such provisions, be redeemed, in whole or in part, and the other detailed terms of such optional redemption provisions; (15) any provisions relating to the obligation, if any, of the Corporation to redeem or purchase such series of Debt Securities pursuant to any sinking fund or analogous provisions or at the option of the holder thereof, including the

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period or periods within which at the price or prices at which such series of Debt Securities will, pursuant to any such provisions, be redeemed or purchased, in whole or in part, and the other detailed terms and provisions of such obligation; (16) any terms by which such series of Debt Securities may be convertible into or exchanged for common stock or other securities, including Debt Securities, of the Corporation; (17) whether such series of Debt Securities is to be issuable in permanent global form; (18) information with respect to book-entry procedures, if any; (19) the currency or currency units of payment of principal of and premium, if any, and interest on such series of Debt Securities, if other than U.S. dollars; (20) any index or formula used to determine the amount of payments of principal of and premium, if any, on such series of Debt Securities; (21) any additional covenants and Events of Default (as described below) and the remedies with respect thereto not currently set forth in the respective Indenture; and (22) any other specific terms of such series of Debt Securities.

The ability of NationsBank to make payments of principal of and premium, if any, and interest on the Debt Securities may be affected by the ability of the Banks to pay dividends. The ability of the Banks, as well as of the Corporation, to pay dividends in the future currently is, and could be further, influenced by bank regulatory requirements and capital guidelines. See "Supervision and Regulation."

Neither the Senior Indenture nor the Subordinated Indenture contains provisions that would provide protection to holders of Debt Securities against a decline in credit quality resulting from takeovers, recapitalizations, the incurrence of additional indebtedness or similar restructurings by the Corporation. If credit quality declines as a result of such an event, or otherwise, the ratings of any Debt Securities then outstanding may be withdrawn or downgraded.

#### GLOBAL DEBT SECURITIES

If any Debt Securities of a series are issuable in global form, the applicable Prospectus Supplement will describe the circumstances, if any, under which beneficial owners of interests in any such global Debt Security may exchange such interests for Debt Securities of such series and of like tenor and principal amount in any authorized form and denomination. Principal of and premium, if any, and interest on any global Debt Security will be payable in the manner described in the applicable Prospectus Supplement.

#### SUBORDINATION

The Subordinated Debt Securities are subordinate and subject, to the extent and in the manner set forth in the Subordinated Indenture, in right of payment to the prior payment in full of all Senior Indebtedness of the Corporation. "Senior Indebtedness" is defined by the Subordinated Indenture as any indebtedness for money borrowed (including all indebtedness of the Corporation for borrowed and purchased money of the Corporation, all obligations of the Corporation arising from off-balance sheet guarantees by the Corporation and direct credit substitutes, and obligations of the Corporation associated with derivative products such as interest and foreign exchange rate contracts and commodity contracts) that is outstanding on the date of execution of the Subordinated Indenture, or is thereafter created, incurred or assumed, for the payment of which the Corporation is at the time of determination responsible or liable as obligor, guarantor or otherwise, and all deferrals, renewals, extensions and refundings of any such indebtedness or obligations, other than the Subordinated Debt Securities or any other indebtedness as to which, in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such indebtedness is subordinate in right of payment to any other indebtedness of the Corporation.

No payment on account of principal of (and premium, if any, on) or interest, if any, on the Subordinated Debt Securities shall be made, and no Subordinated Debt Securities shall be purchased, either directly or indirectly, by the Corporation or any of its subsidiaries, if any default or event of default with respect to any Senior Indebtedness shall have occurred and be continuing and the Corporation and the Subordinated Trustee shall have received written notice thereof from the holders of at least 10 percent in principal amount of any kind or category of any Senior Indebtedness (or the representative or representatives of such holders) or the Subordinated Trustee shall have received written notice thereof from the Corporation.

In the event that any Subordinated Debt Security is declared due and payable before the date specified therein as the fixed date on which the principal thereof is due and payable pursuant to the Subordinated Indenture, or upon any payment or distribution of assets of the Corporation

of any kind or character to creditors upon any dissolution or winding up or total or partial liquidation or reorganization of the Corporation, all principal of (and premium, if any) and interest due or to become due upon all Senior Indebtedness shall first be paid in full before the holders of the Subordinated Debt Securities (the "Subordinated Debt Holders"), or the Subordinated Trustee, shall be entitled to retain any

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assets (other than shares of stock of the Corporation as reorganized or readjusted or securities of the Corporation or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the same extent as the Subordinated Debt Securities, to the payment of all Senior Indebtedness which may at the time be outstanding, provided that the rights of the holders of the Senior Indebtedness are not altered by such reorganization or readjustment) so paid or distributed in respect of the Subordinated Debt Securities (for principal or interest, if any). Upon such dissolution or winding up or liquidation or reorganization, any payment or distribution of assets of the Corporation of any kind or character, whether in cash, property or securities (other than shares of stock of the Corporation as reorganized or readjusted or securities of the Corporation or any other corporation provided for by a plan of reorganization or readjustment, the payment of which is subordinated, at least to the same extent as the Subordinated Debt Securities, to the payment of all Senior Indebtedness which may at the time be outstanding, provided that the rights of the holders of the Senior Indebtedness are not altered by such reorganization or readjustment), to which the Subordinated Debt Holders or the Subordinated Trustee would be entitled, except for the subordination provisions of the Subordinated Indenture, shall be paid by the Corporation or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the Subordinated Debt Holders or the Subordinated Trustee if received by them or it, directly to the holders of the Senior Indebtedness (pro rata to each such holder on the basis of the respective amounts of Senior Indebtedness held by such holder) or their representatives, to the extent necessary to pay all Senior Indebtedness in full, after giving effect to any concurrent payment or distribution to or for the holders of Senior Indebtedness, before any payment or distribution is made to the Subordinated Debt Holders or to the Subordinated Trustee.

Subject to the payment in full of all Senior Indebtedness, the Subordinated Debt Holders shall be subrogated (equally and ratably with the holders of all indebtedness of the Corporation which, by its express terms, ranks on a parity with the Subordinated Debt Securities and is entitled to like rights of subrogation) to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of the Corporation applicable to the Senior Indebtedness until the Subordinated Debt Securities shall be paid in full.

#### SALE OR ISSUANCE OF CAPITAL STOCK OF BANKS

The Senior Indenture prohibits the issuance, sale or other disposition of capital stock, or securities convertible into or options, warrants or rights to acquire capital stock, of any Principal Subsidiary Bank (as defined below) or of any subsidiary which owns shares of capital stock, or securities convertible into or options, warrants or rights to acquire capital stock, of any Principal Subsidiary Bank, with the following exceptions: (a) sales of directors' qualifying shares; (b) sales or other dispositions for fair market value, if, after giving effect to such disposition and to conversion of any shares or securities convertible into capital stock of a Principal Subsidiary Bank, the Corporation would own directly or indirectly not less than 80 percent of each class of the capital stock of such Principal Subsidiary Bank; (c) sales or other dispositions made in compliance with an order of a court or regulatory authority of competent jurisdiction; (d) any sale by a Principal Subsidiary Bank (or any successor corporation thereto) of additional shares of its capital stock to its shareholders at any price, so long as (i) prior to such sale the Corporation owns, directly or indirectly, shares of the same class and (ii) immediately after such sale, the Corporation owns, directly or indirectly, at least as great a percentage of each class of capital stock of such Principal Subsidiary Bank as it owned prior to such sale of additional shares; (e) any sale by a Principal Subsidiary Bank (or any successor corporation thereto) of additional securities convertible into shares of its capital stock to its shareholders at any price, so long as (i) prior to such sale the Corporation owns, directly or indirectly, securities of the same class and (ii) immediately after such sale the Corporation owns, directly or indirectly, at least as great a percentage of each class of such securities convertible into shares of capital stock of such Principal Subsidiary Bank as it owned prior to such sale of additional securities; (f) any sale by a Principal Subsidiary Bank (or any successor corporation thereto) of additional options, warrants or rights to subscribe for or purchase shares of its capital stock to its shareholders at any price, so long as (i) prior to such sale the Corporation owns, directly or indirectly, options, warrants or rights, as the case may be, of the same class and (ii) immediately after such sale, the Corporation owns, directly or indirectly, at least as great a percentage of each class of such options, warrants or rights, as the case may be, to subscribe for or purchase shares of capital stock of such Principal Subsidiary Bank as it owned prior to such sale of additional options, warrants or rights; or (g)

any issuance of shares of capital stock, or securities convertible into or options, warrants or rights to subscribe for or purchase shares of capital stock, of a Principal Subsidiary Bank or any subsidiary which owns shares of capital stock, or securities convertible into or options, warrants or rights to acquire capital stock, of any Principal Subsidiary Bank, to the Corporation or a wholly owned subsidiary of the Corporation.

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A Principal Subsidiary Bank is defined in the Senior Indenture as any Subsidiary Bank (other than NationsBank of Delaware, National Association) with total assets equal to more than 10 percent of the Corporation's total consolidated assets.

#### WAIVER OF COVENANTS

Under the terms of either Indenture, compliance with certain covenants or conditions of such Indenture may be waived by the holders of a majority in principal amount of the Debt Securities of all series to be affected thereby and at the time outstanding under that Indenture (including, in the case of holders of Senior Debt Securities, the covenant described above).

#### MODIFICATION OF THE INDENTURES

Each Indenture contains provisions permitting the Corporation and the applicable Trustee to modify such Indenture or the rights of the holders of Debt Securities thereunder, with the consent of the holders of not less than 66 2/3 percent in aggregate principal amount of the Debt Securities of all series at the time outstanding under that Indenture and to be affected thereby (voting as one class), except that no such modification shall (a) extend (or, with respect to the Senior Indenture, otherwise change) the fixed maturity of, reduce (or, with respect to the Senior Indenture, otherwise change) the principal amount or redemption premium, if any, of, or reduce (or, with respect to the Senior Indenture, otherwise change) the rate of or extend (or, with respect to the Senior Indenture, otherwise change) the time of payment of interest on, any Debt Security without the consent of the holder of each security so affected, or (b) reduce the aforesaid percentage of Debt Securities, the consent of holders of which is required for any such modification, without the consent of the holders of all Debt Securities then outstanding under that Indenture. Each Indenture also provides that the Corporation and the respective Trustee may, from time to time, execute supplemental indentures in certain limited circumstances without the consent of any holders of outstanding Debt Securities.

#### DEFAULTS AND RIGHTS OF ACCELERATION

An Event of Default is defined in the Subordinated Indenture as bankruptcy of the Corporation under Federal bankruptcy laws. An Event of Default is defined in the Senior Indenture as (i) the Corporation's failure to pay principal (or premium, if any) when due, (ii) the Corporation's failure to pay interest within 30 days after the same becomes due, (iii) the Corporation's breach of its other covenants contained in the Senior Debt Securities or the Senior Indenture, which breach is not cured within 90 days after written notice by the Senior Trustee or by the holders of at least 25 percent in principal amount of the Senior Debt Securities then outstanding under the Senior Indenture and affected thereby, and (iv) certain events involving the bankruptcy, insolvency or liquidation of the Corporation.

Each Indenture provides that if an Event of Default under the respective Indenture occurs and is continuing, either the respective Trustee or the holders of 25 percent in principal amount of the Debt Securities then outstanding under that Indenture (or, with respect to an Event of Default under the Senior Indenture due to a default in the payment of principal (or premium, if any) or interest or performance of any other covenant, the outstanding Debt Securities of all series affected by such default) may declare the principal amount of all of such Debt Securities to be due and payable immediately. Payment of principal of the Subordinated Debt Securities may not be accelerated in the case of a default in the payment of principal (or premium, if any) or interest or the performance of any other covenant of the Corporation. Upon certain conditions a declaration of an Event of Default may be annulled and past defaults may be waived by the holders of a majority in principal amount of the Debt Securities then outstanding (or of such series affected, as the case may be).

#### COLLECTION OF INDEBTEDNESS, ETC.

Each Indenture also provides that in the event of a failure by the Corporation to make payment of principal of or interest on the Debt Securities (and, in the case of payment of interest, such failure to pay shall have continued for 30 days), the Corporation will, upon demand of the respective Trustee, pay to it, for the benefit of the holders of the Debt Securities, the amount then due and payable on the Debt Securities for principal and interest, with interest on the overdue principal and, to the extent payment of interest shall be legally enforceable, upon overdue installments of interest at the rate borne by the Debt Securities. Each Indenture further provides that if the Corporation fails to pay such amount forthwith upon such demand, the respective Trustee may, among other things, institute a judicial proceeding for the collection thereof. However, each Indenture provides that notwithstanding any other provision of the Indenture, the holder of any Debt Security shall have the right to institute suit for the enforcement of any payment of principal of and

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interest on such Debt Security on the respective stated maturities expressed in such Debt Security and that such right shall not be impaired without the consent of such holder.

The holders of a majority in principal amount of the Debt Securities then outstanding under an Indenture shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee under that Indenture, provided that the holders shall have offered to the Trustee reasonable indemnity against expenses and liabilities. Each Indenture requires the annual filing by the Corporation with the respective Trustee of a certificate as to the absence of default and as to compliance with the terms of that Indenture.

#### CONCERNING THE TRUSTEES

The Corporation and the Banks have from time to time maintained deposit accounts and conducted other banking transactions with The Bank of New York and BankAmerica National Trust Company and their affiliated entities in the ordinary course of business. The Bank of New York also serves as trustee for certain series of the Corporation's outstanding subordinated indebtedness under other indentures.

#### LEGAL OPINIONS

The legality of the Debt Securities will be passed upon for the Corporation by Smith Helms Mulliss & Moore, Charlotte, North Carolina, and for the Underwriters by Stroock & Stroock & Lavan, New York, New York. As of the date of this Prospectus, certain members of Smith Helms Mulliss & Moore beneficially owned approximately 25,000 shares of the Corporation's Common Stock.

#### EXPERTS

The consolidated financial statements of the Corporation incorporated in this Prospectus by reference to NationsBank's Annual Report on Form 10-K for the year ended December 31, 1992 have been so incorporated in reliance on the report of Price Waterhouse, independent accountants, given on the authority of said firm as experts in auditing and accounting.

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NO DEALER, SALESPERSON OR OTHER INDIVIDUAL HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS SUPPLEMENT AND PROSPECTUS IN CONNECTION WITH THE OFFERING MADE HEREBY AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CORPORATION OR BY THE AGENTS. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CORPORATION SINCE THE DATE HEREOF. THIS PROSPECTUS SUPPLEMENT AND PROSPECTUS DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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\$1,000,000,000  
NationsBank(Register Mark)  
SENIOR MEDIUM-TERM NOTES,  
SERIES C  
SUBORDINATED MEDIUM-TERM NOTES,  
SERIES C  
DUE FROM NINE MONTHS TO THIRTY YEARS FROM DATE OF ISSUE  
PROSPECTUS SUPPLEMENT  
NATIONS BANK CAPITAL MARKETS, INC.  
LEHMAN BROTHERS  
MERRILL LYNCH & CO.  
MORGAN STANLEY & CO.  
INCORPORATED  
SALOMON BROTHERS INC

DECEMBER 20, 1994