

BARCLAYS PLC  
 Form 424B2  
 January 05, 2017  
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**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities Offered</b>	<b>Maximum Aggregate Offering Price</b>	<b>Amount of Registration Fee<sup>(1)</sup></b>
\$1,500,000,000 3.684% Fixed Rate Senior Notes due 2023	\$1,500,000,000	\$173,850
\$1,250,000,000 4.337% Fixed Rate Senior Notes due 2028	\$1,250,000,000	\$144,875
\$1,500,000,000 4.950% Fixed Rate Senior Notes due 2047	\$1,500,000,000	\$173,850
\$750,000,000 Floating Rate Senior Notes due 2023	\$750,000,000	\$86,925
<b>Total</b>	<b>\$5,000,000,000</b>	<b>\$579,500</b>

(1) *Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.*

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**Filed Pursuant to Rule 424(b)(2)  
Registration Statement No. 333-195645**

Prospectus Supplement to Prospectus dated May 2, 2014

**US\$1,500,000,000 3.684% Fixed Rate Senior Notes due 2023**

**US\$1,250,000,000 4.337% Fixed Rate Senior Notes due 2028**

**US\$1,500,000,000 4.950% Fixed Rate Senior Notes due 2047**

**US\$750,000,000 Floating Rate Senior Notes due 2023**

**Barclays PLC**

We, Barclays PLC (the Issuer or Barclays ), are issuing \$1,500,000,000 aggregate principal amount of 3.684% Fixed Rate Senior Notes due 2023 (the 2023 notes ), \$1,250,000,000 aggregate principal amount of 4.337% Fixed Rate Senior Notes due 2028 (the 2028 notes ), \$1,500,000,000 aggregate principal amount of 4.950% Fixed Rate Senior Notes due 2047 (the 2047 notes ), and together with the 2023 notes and the 2028 notes, the fixed rate notes ) and \$750,000,000 aggregate principal amount of Floating Rate Senior Notes due 2023 (the floating rate notes and together with the fixed rate notes, the notes ).

From (and including) the date of issuance, interest will accrue on the fixed rate notes at a rate of 3.684% per annum for the 2023 notes, 4.337% per annum for the 2028 notes and 4.950% per annum for the 2047 notes and on the floating rate notes at a floating rate equal to the three-month U.S. dollar London Interbank Offered Rate ( LIBOR ), reset quarterly, plus 1.625% per annum. For the fixed rate notes, interest will be payable semi-annually in arrear on January 10 and July 10 in each year, commencing on July 10, 2017 and for the floating rate notes, interest will be payable quarterly in arrear, on January 10, April 10, July 10 and October 10 in each year, commencing on April 10, 2017.

The notes will constitute our direct, unconditional, unsecured and unsubordinated obligations and will at all times rank *pari passu* among themselves. In the event of a winding-up or administration of the Issuer, the notes will rank *pari passu* with all our other outstanding unsecured and unsubordinated obligations, present and future, except such obligations as are preferred by operation of law.

We may, at our option, redeem (i) the 2023 notes, the 2028 notes and/or the 2047 notes pursuant to the relevant Make-Whole Redemption, at any time on or after July 10, 2017 but except for January 10, 2022 and January 8, 2027 for the 2023 notes and 2028 notes, respectively, and/or (ii) the 2023 notes, the 2028 notes and/or the floating rate notes pursuant to the relevant Par Redemption, on January 10, 2022, for the 2023 notes and the floating rate notes and January 8, 2027 for the 2028 notes, on the terms and subject to the provisions set forth in this prospectus supplement under *Description of Senior Notes Optional Redemption*. We may also, at our option, redeem the notes, upon the

occurrence of certain tax events on the terms described in this prospectus supplement under *Description of Senior Notes Tax Redemption*. Any redemption or repurchase of the notes is subject to the provisions described under *Description of Senior Notes Condition to Redemption and Repurchase*.

We will apply to list the notes on the New York Stock Exchange ( NYSE ) under the symbols BCS23A for the 2023 notes, BCS28 for the 2028 notes, BCS47 for the 2047 notes and BCS23 for the floating rate notes.

**Notwithstanding any other agreements, arrangements, or understandings between us and any holder of the notes, by acquiring the notes, each holder of the notes acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined herein) by the relevant U.K. resolution authority (as defined herein) that may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person (and the issue to, or conferral on, the holder of the notes such shares, securities or obligations); and/or (iii) the amendment or alteration of the maturity of the notes, or amendment of the amount of interest due on the notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; which U.K. Bail-in Power may be exercised by means of a variation of the terms of the notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.**

**For these purposes, a U.K. Bail-in Power is any write-down, conversion, transfer, modification and/or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group (as defined herein), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any applicable European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms, and/or within the context of a U.K. resolution regime under the U.K. Banking Act 2009, as the same has been or may be amended from time to time (whether pursuant to the U.K. Financial Services (Banking Reform) Act 2013 (the Banking Reform Act 2013 ), secondary legislation or otherwise, the Banking Act ), pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution authority is to any authority with the ability to exercise a U.K. Bail-in Power).**

**By its acquisition of the notes, each holder of the notes, to the extent permitted by the U.S. Trust Indenture Act of 1939, as amended (the Trust Indenture Act ), also waives any and all claims against the Trustee (as defined herein) for, agrees not to initiate a suit against the Trustee in respect of, and agrees that the Trustee shall not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to such notes.**

*Investing in the notes involves risks. We encourage you to read and carefully consider this document in its entirety, in particular the risk factors beginning on page S-16 of this prospectus supplement and risk factors in Risk Review on pages 86-93 of our Annual Report on Form 20-F for the year ended December 31, 2015 and the description of the risks relating to an exit of the United Kingdom from the European Union set out in the section entitled Risk management and principal risks on page 30 of the July 29 6-K (as defined below), which are incorporated by reference herein, and the other information included and incorporated by reference in this prospectus supplement and the accompanying prospectus, for a discussion of the factors you should carefully consider before deciding to invest in the notes.*

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of the notes or determined that this prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

The notes are not deposit liabilities of Barclays PLC or Barclays Bank PLC and are not covered by the U.K. Financial Services Compensation Scheme or insured by the U.S. Federal Deposit Insurance Corporation or any other governmental agency of the United States, the United Kingdom or any other jurisdiction.

	Price to Public <sup>(1)</sup>	Underwriting Compensation	Proceeds, before expenses, to Barclays PLC
<b>Per 2023 note</b>	100%	0.325%	99.675%
Total	\$ 1,500,000,000	\$ 4,875,000	\$ 1,495,125,000
<b>Per 2028 note</b>	100%	0.450%	99.550%
Total	\$ 1,250,000,000	\$ 5,625,000	\$ 1,244,375,000
<b>Per 2047 note</b>	99.907%	0.875%	99.032%
Total	\$ 1,498,605,000	\$ 13,125,000	\$ 1,485,480,000
<b>Per floating rate note</b>	100%	0.325%	99.675%
Total	\$ 750,000,000	\$ 2,437,500	\$ 747,562,500

(1) Plus accrued interest, if any, from and including January 10, 2017.

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The underwriters expect to deliver the notes to purchasers in book-entry form only through the facilities of The Depository Trust Company ( DTC ), on or about January 10, 2017. Beneficial interests in the notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants, including Clearstream Banking, *société anonyme* ( Clearstream, Luxembourg ) and Euroclear Bank S.A./N.V. ( Euroclear ).

*Global Coordinator***Barclays**

<b>Academy Securities, Inc.</b>	<b>ANZ Securities</b>	<b>BB&amp;T Capital Markets</b>	<b>BBVA</b>	<b>BMO Capital Markets</b>	<b>BNP PARIBAS</b>	<b>BNY Mellon Capital Markets, LLC</b>	<b>Capital One Securities</b>	<b>CastleOak Securities, L.P.</b>
<b>CIBC Capital Markets</b>	<b>Commonwealth Bank of Australia</b>	<b>Credit Suisse</b>			<b>Drexel Hamilton</b>	<b>Great Pacific Securities</b>	<b>ING</b>	<b>Lebenthal Capital Markets</b>
<b>Loop Capital Markets</b>	<b>Mischler Financial Group, Inc.</b>	<b>Mizuho Securities</b>	<b>Multi-Bank Securities, Inc</b>	<b>PNC Capital Markets LLC</b>	<b>Ramirez &amp; Co., Inc.</b>	<b>RBC Capital Markets</b>	<b>Regions Securities LLC</b>	<b>Scotiabank</b>
<b>SEB</b>	<b>SMBC Nikko</b>	<b>Standard Chartered Bank</b>	<b>SunTrust Robinson Humphrey</b>	<b>TD Securities</b>	<b>Telsey Advisory Group</b>	<b>The Williams Capital Group, L.P.</b>	<b>US Bancorp</b>	<b>Wells Fargo Securities</b>

**Prospectus Supplement dated January 3, 2017**

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This prospectus supplement and certain documents incorporated by reference herein contain certain forward-looking statements within the meaning of Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the

Exchange Act ), and Section 27A of the U.S. Securities Act of 1933, as amended (the Securities Act ), with respect to the Group (as defined below). We caution readers that no forward-looking statement is a guarantee of future performance and that actual results or other financial condition or performance measures could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as may, will, seek, continue, aim, anticipate, target, projected, expect, estimate, intend, plan, goal, words of similar meaning. Examples of forward-looking statements include, among others, statements or guidance regarding our future financial position, income growth, assets, impairment charges, provisions, notable items, business strategy, capital, leverage and other regulatory ratios, payment of dividends (including dividend pay-out ratios and expected payment strategies), projected levels of growth in the banking and financial markets, projected costs or savings, original and revised commitments and targets in connection with the strategic cost programme and the strategy update (the Group Strategy Update ) described in our Current Report on Form 6-K filed with the U.S. Securities and Exchange Commission (the SEC ) on March 1, 2016 (Film No. 161472066) (the March 1 6-K ), run-down of assets and businesses within Barclays Non-Core (as such unit is described in our Annual Report on Form 20-F for the fiscal year ended December 31, 2015, filed with the SEC on March 1, 2016 (the 2015 Form 20-F )), sell down of the Group's interest in Barclays Africa Group Limited, estimates of capital expenditures and plans and objectives for future operations, projected employee numbers and other statements that are not historical fact.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. These may be affected by changes in legislation, the development of standards and interpretations under International Financial Reporting Standards ( IFRS ), evolving practices with regard to the interpretation and application of accounting and regulatory standards, the outcome of current and future legal proceedings and regulatory investigations, future levels of conduct provisions, future levels of notable items, the policies and actions of governmental and regulatory authorities, geopolitical risks and the impact of competition. In addition, factors including (but not limited to) the following may have an effect: capital, leverage and other regulatory rules (including with regard to the future structure of the Group) applicable to past, current and future periods; U.K., United States, Africa, Eurozone and global macroeconomic and business conditions; the effects of continued volatility in credit markets; market-related risks such as changes in interest rates and foreign exchange rates; effects of changes in valuation of credit market exposures; changes in valuation of issued securities; volatility in capital markets; changes in credit ratings of any entities within the Group or any securities issued by such entities; the potential for one or more countries exiting the Eurozone; the implications of the results of the June 23, 2016 referendum in the United Kingdom and the disruption that may result in the United Kingdom and globally from the withdrawal of the United Kingdom from the European Union; the implementation of the strategic cost programme; and the success of future acquisitions, disposals and other strategic transactions. A number of these influences and factors are beyond our control. As a result, our actual future results, dividend payments and capital and leverage ratios may differ materially from the plans, goals, expectations and guidance set forth in such forward-looking statements. The list above is not exhaustive and there are other factors that may cause our actual results to differ materially from the forward-looking statements contained in this prospectus supplement and the documents incorporated by reference herein. You are also advised to read carefully the risk factors set out in the section entitled *Risk Factors* in this prospectus supplement and in our filings with the SEC including in the 2015 Form 20-F and the July 29 6-K (as defined below), which are available on the SEC's website at <http://www.sec.gov> for a discussion of certain factors that should be considered when deciding what action to take in relation to the notes.

Any forward-looking statements made herein or in the documents incorporated by reference herein speak only as of the date they are made and it should not be assumed that they have been revised or updated in the light

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of new information or future events. Except as required by the Prudential Regulation Authority, the Financial Conduct Authority (the "FCA"), London Stock Exchange plc, the SEC or applicable U.S. or other law, we expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this prospectus supplement or the documents incorporated by reference herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. The reader should, however, consult any additional disclosures that we have made or may make in documents we have filed or may file with the SEC.

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**INCORPORATION OF DOCUMENTS BY REFERENCE**

This prospectus supplement is part of a registration statement on Form F-3 (File No. 333-195645) we have filed with the SEC under the Securities Act. This prospectus supplement omits some information contained in the registration statement in accordance with SEC rules and regulations. You should review the information in and exhibits to the registration statement for further information on us and the notes. Statements in this prospectus supplement concerning any document we have filed or will file as an exhibit to the registration statement or that we have otherwise filed with the SEC are not intended to be comprehensive and are qualified in their entirety by reference to these filings. You should review the complete document to evaluate these statements.

The SEC allows us to incorporate by reference much of the information we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference in this prospectus supplement is an important part of this prospectus supplement. For information on the documents we incorporate by reference in this prospectus supplement and the accompanying prospectus, we refer you to *Incorporation of Certain Documents by Reference* on page 2 of the accompanying prospectus. In particular, we refer you to the 2015 Form 20-F for a discussion of our audited results of operations and financial condition as of, and for the year ended, December 31, 2015, the March 16-K and our Current Reports on Form 6-K filed on April 15, 2016 (Film No. 161573112), April 27, 2016 (Film No. 161594235), July 29, 2016 (Film No. 161793151) (the July 29 6-K ), October 27, 2016 (Film No. 161954896) (the October 27 6-K ) and December 23, 2016 (Film No. 162068109), which are incorporated by reference into this prospectus supplement.

In addition to the documents listed in the accompanying prospectus and the documents incorporated by reference since the date of the accompanying prospectus, we incorporate by reference in this prospectus supplement and the accompanying prospectus any future documents we may file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act from the date of this prospectus supplement until the offering contemplated in this prospectus supplement is completed. Reports on Form 6-K we may furnish to the SEC after the date of this prospectus supplement (or portions thereof) are incorporated by reference in this prospectus supplement only to the extent that the report expressly states that it is (or such portions are) incorporated by reference in this prospectus supplement.

We will provide to you, upon your written or oral request, without charge, a copy of any or all of the documents referred to above or in the accompanying prospectus which we have incorporated in this prospectus supplement by reference. You should direct your requests to Barclays Treasury, Barclays PLC, 1 Churchill Place, London E14 5HP, United Kingdom (telephone: 011-44-20-7116-1000).

**CERTAIN DEFINITIONS**

For purposes of this prospectus supplement:

we, us, our, Barclays and the Issuer refer to Barclays PLC (or any successor entity), unless the context requires otherwise;

Barclays Bank refers to Barclays Bank PLC (or any successor entity);

Group refers to Barclays PLC (or any successor entity) and its consolidated subsidiaries;

PRA shall mean the Prudential Regulation Authority of the United Kingdom or such other governmental authority in the United Kingdom (or if Barclays PLC becomes domiciled in a jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the prudential supervision of Barclays PLC;

Capital Regulations means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy and/or minimum requirement for own funds and eligible

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liabilities and/or loss absorbing capacity of credit institutions of either (i) the PRA and/or (ii) any other national or European authority, in each case then in effect in the United Kingdom (or in such other jurisdiction in which we may be organized or domiciled) and applicable to the Group including, as at the date hereof, CRD IV and related technical standards;

CRD IV consists of Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as the same may be amended or replaced from time to time and the CRD IV Regulation;

CRD IV Regulation means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of June 26, 2013, as the same may be amended or replaced from time to time; and

US\$, \$ and U.S. dollars shall refer to the lawful currency for the time being of the United States; and

Moody's refers to Moody's Investors Service Ltd., Standard & Poor's refers to Standard & Poor's Credit Market Services Europe Limited, and Fitch refers to Fitch Ratings Limited.

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*The following is a summary of this prospectus supplement and should be read as an introduction to, and in conjunction with, the remainder of this prospectus supplement, the accompanying prospectus and any documents incorporated by reference therein. You should base your investment decision on a consideration of this prospectus supplement, the accompanying prospectus and any documents incorporated by reference therein, as a whole. Words and expressions defined in Description of Senior Notes below shall have the same meanings in this summary.*

**General****The Issuer**

Barclays PLC

Barclays PLC is the ultimate holding company of the Group which is a transatlantic consumer, corporate and investment bank offering products and services across personal, corporate and investment banking, credit cards and wealth management, with a strong presence in our two home markets of the United Kingdom and the United States. Following the Group Strategy Update, the Group will be focused on two core divisions Barclays UK and Barclays International. Barclays UK comprises the U.K. retail banking operations, U.K. consumer credit card business, U.K. wealth management business and corporate banking for smaller businesses. Barclays International comprises the corporate banking franchise, the Investment Bank, the U.S. and international cards business and international wealth management. Assets which do not fit the Group's strategic objective will continue to be managed in Barclays Non-Core and designated for exit or run-down over time.

**The Securities We Are Offering**

We are offering \$1,500,000,000 aggregate principal amount of 3.684% Fixed Rate Senior Notes due 2023, \$1,250,000,000 aggregate principal amount of 4.337% Fixed Rate Senior Notes due 2028, \$1,500,000,000 aggregate principal amount of 4.950% Fixed Rate Senior Notes due 2047 and \$750,000,000 aggregate principal amount of Floating Rate Senior Notes due 2023

**Issue Date**

January 10, 2017

**Maturity Date**

We will repay each series of notes at 100% of their principal amount plus accrued interest on the Maturity Date set forth in the table below:

**Title****Maturity Date**

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2023 notes	January 10, 2023
2028 notes	January 10, 2028
2047 notes	January 10, 2047
Floating rate notes	January 10, 2023

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**Fixed Interest Rate** Each of the fixed rate notes will bear interest at the rate per annum set forth in the table below.

<b>Title</b>	<b>Fixed Interest Rate</b>
2023 notes	3.684%
2028 notes	4.337%
2047 notes	4.950%

**Fixed Rate Interest Payment Dates** Every January 10 and July 10 in each year, commencing on July 10, 2017 and ending on the Maturity Date for such fixed rate notes; provided that if any Fixed Rate Interest Payment Date would fall on a day that is not a Business Day (as defined below), the Fixed Rate Interest Payment Date will be postponed to the next succeeding Business Day, but interest on that payment will not accrue during the period from and after the scheduled Fixed Rate Interest Payment Date.

**Regular Record Dates** The Business Day immediately preceding each Fixed Rate Interest Payment Date (or, if the fixed rate notes are held in definitive form, the 15th Business Day preceding each Fixed Rate Interest Payment Date).

**Day Count** 30/360, Following, Unadjusted

***Terms Specific to the Floating Rate Notes:***

**Floating Interest Rate** The Floating Interest Rate for the first Interest Period will be equal to LIBOR, as determined on January 6, 2017, plus 1.625% per annum. Thereafter, the Floating Interest Rate for any Interest Period will be LIBOR, as determined on the applicable Interest Determination Date, plus 1.625% per annum. The Floating Interest Rate will be reset quarterly on each Interest Reset Date.

**Floating Rate Interest Payment Dates** Every January 10, April 10, July 10 and October 10 in each year, commencing on April 10, 2017 and ending on the Maturity Date for the floating rate notes. If any Floating Rate Interest Payment Date, other than the Maturity Date for the floating rate notes, would fall on a day that is not a Business Day, the Floating Rate Interest Payment Date will be postponed to the next succeeding Business Day, except that if that Business Day falls in the next succeeding calendar month, the Floating

Rate Interest Payment Date will be the immediately preceding Business Day.

**Interest Reset Dates**

Every January 10, April 10, July 10 and October 10 in each year, commencing on April 10, 2017; provided that the Floating Interest Rate in effect from (and including) January 10, 2017 to (but excluding) the first Interest Reset Date will be the initial Floating Interest Rate. If any Interest Reset Date would fall on a day that is not a Business Day, the Interest Reset Date will be postponed to the next succeeding Business Day, except that if that Business Day falls in the next succeeding calendar month, the Interest Reset Date will be the immediately preceding Business Day.



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<b>Interest Periods</b>	The period beginning on, and including, a Floating Rate Interest Payment Date and ending on, but not including, the next succeeding Floating Rate Interest Payment Date; provided that the first Interest Period will begin on and include January 10, 2017 and will end on, but not include April 10, 2017.
<b>Interest Determination Dates</b>	The Interest Determination Date for the first Interest Period will be the second London banking day preceding the Issue Date (which is January 6, 2017) and the Interest Determination Date for each succeeding Interest Period will be on the second London banking day preceding the applicable Interest Reset Date. London banking day means any day on which dealings in U.S. dollars are transacted in the London interbank market.
<b>Regular Record Dates</b>	The Business Day immediately preceding each Floating Rate Interest Payment Date (or, if the floating rate notes are held in definitive form, the 15 <sup>th</sup> Business Day preceding each Floating Rate Interest Payment Date).
<b>Day Count</b>	Actual/360, Modified Following, Adjusted
<b>Calculation Agent</b>	The Bank of New York Mellon, acting through its London branch, or its successor appointed by the Issuer.
<b>Calculation of U.S. Dollar LIBOR</b>	<p>LIBOR will be determined by the Calculation Agent in accordance with the following provisions:</p> <ol style="list-style-type: none"><li>(1) With respect to any Interest Determination Date, LIBOR will be the rate (expressed as a percentage per annum) for deposits in U.S. dollars having a maturity of three months commencing on the related Interest Reset Date that appears on Reuters Page LIBOR01 as of 11:00 a.m., London time, on that Interest Determination Date. If no such rate appears, then LIBOR, in respect of that Interest Determination Date, will be determined in accordance with the provisions described in (2) below.</li><li>(2) With respect to an Interest Determination Date on which no rate appears on Reuters Page LIBOR01, the Calculation Agent will request the principal London offices of each of four major reference banks in the London interbank market (which may include affiliates of the underwriters), as selected and identified by the Issuer, to</li></ol>

provide its offered quotation (expressed as a percentage per annum) for deposits in U.S. dollars for the period of three months, commencing on the related Interest Reset Date, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that Interest Determination Date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, then LIBOR on that Interest Determination Date will be the arithmetic mean of those

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quotations. If fewer than two quotations are provided, then LIBOR on the Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in the City of New York, on the Interest Determination Date by three major banks in The City of New York (which may include affiliates of the underwriters) selected and identified by the Issuer for loans in U.S. dollars to leading European banks, for a period of three months, commencing on the related Interest Reset Date, and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two such rates are so provided, LIBOR on the Interest Determination Date will be the arithmetic mean of such rates. If fewer than two such rates are so provided, LIBOR on the Interest Determination Date will be LIBOR in effect with respect to the immediately preceding Interest Determination Date.

Reuters Page LIBOR01 means the display that appears on Reuters Page LIBOR01 or any page as may replace such page on such service (or any successor service) for the purpose of displaying London interbank offered rates of major banks for U.S. dollars.

*The following terms apply to both the fixed rate notes and the floating rate notes:*

**Payment of Principal**

If the Maturity Date or the date of redemption or repayment would fall on a day that is not a Business Day, the payment of interest and principal and/or any amount payable upon redemption of the relevant notes will be made on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after such Maturity Date or date of redemption or repayment.

**Ranking**

The notes will constitute our direct, unconditional, unsecured and unsubordinated obligations and will at all times rank pari passu among themselves. In the event of a winding-up or administration of the Issuer, the notes will rank pari passu with all our other outstanding unsecured and unsubordinated obligations, present and future, except such obligations as are preferred by operation of law.

In addition, see *Risk Factors The Issuer is a holding company, which means that the Issuer's right to participate in the assets of any of its subsidiaries (including those of Barclays Bank) upon the liquidation of such subsidiaries, and the extent to which the Issuer suffers losses if it or any of its subsidiaries (including Barclays Bank) are subject to bank resolution proceedings, may depend, amongst other things, upon the degree to which the Issuer's loans to and investments in such subsidiaries*

*are subordinated.*

**No Set-off**

Subject to applicable law, no holder of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the notes and each holder of notes shall, by virtue of its holding of

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any notes, be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the above, if any amounts due and payable to any holder of the notes by the Issuer in respect of, or arising under, the notes are discharged by set-off, such holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or administrator of the Issuer, as the case may be) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or administrator of the Issuer, as the case may be) and, accordingly, any such discharge shall be deemed not to have taken place. By its acquisition of the notes of any series, each holder agrees to be bound by these provisions relating to waiver of set-off.

**Optional Redemption**

Subject to the provisions described under *Notice of Redemption* and *Condition to Redemption and Repurchase* below, we may redeem, at our option, (A) the 2023 notes, the 2028 notes and/or the 2047 notes at any time outstanding, in whole or, from time to time, in part, at any time on or after July 10, 2017, (or, if any additional notes of such series are issued after January 10, 2017, beginning six months after the last issue date for the additional notes of such series) except for January 10, 2022 and January 8, 2027 for the 2023 notes and 2028 notes, respectively, at an amount equal to the higher of (i) 100% of the principal amount of the notes to be redeemed and (ii) as determined by the Determination Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (not including accrued and unpaid interest, if any, on the principal amount of the notes) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points, together with, in either case of (i) or (ii) above, accrued and unpaid interest, if any, on the principal amount of the notes to be redeemed to (but excluding) the redemption date (the *Make-Whole Redemption* ) and/or (B) the 2023 notes, the 2028 notes and/or the floating rate notes then outstanding, in whole but not in part, on January 10, 2022, for the 2023 notes and the floating rate notes and January 8, 2027, for the 2028 notes, at an amount equal to 100% of their principal amount together with, accrued and unpaid interest, if any, on the principal amount of the notes to be redeemed to (but excluding) the respective redemption date (the *Par Redemption* ).

*Treasury Rate* means, with respect to any redemption date, the rate per annum equal to: (1) the yield, under the heading which represents the average for the week immediately prior to the calculation date, appearing in the most recently published statistical release designated *H.15* , or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S.

Treasury securities adjusted to constant maturity, under the caption  
Treasury Constant Maturities , for the maturity most closely  
corresponding to the stated maturity of the notes being

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redeemed (if no maturity is within three months before or after the stated Maturity Date of the notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month); or (2) if such release (or any successor release) is not published during the week immediately prior to the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date; provided that, if the period from the redemption date to the Maturity Date is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year will be used.

The Treasury Rate shall be calculated by the Determination Agent (as defined below) on the third Business Day preceding the redemption date.

In determining the Treasury Rate, the below terms will have the following meaning:

**Comparable Treasury Issue** means, with respect to any redemption date, the U.S. Treasury security selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the relevant notes, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in U.S. dollars and of comparable maturity to the remaining term of the relevant notes.

**Comparable Treasury Price** means, with respect to any redemption date, (i) the arithmetic average of the Reference Treasury Dealer Quotations for such redemption date (calculated on the third Business Day preceding such redemption date), after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if fewer than five such Reference Treasury Dealer Quotations are received, the arithmetic average of all such quotations, or (iii) if fewer than two such Reference Treasury Dealer Quotations are received, then such Reference Treasury Dealer Quotation as quoted in writing to the Determination Agent by a Reference Treasury Dealer.

**Determination Agent** means an investment bank or financial institution of international standing selected by the Issuer and which may be an

affiliate of the Issuer.

Reference Treasury Dealer means each of up to five banks selected by the Issuer (following, where practicable, consultation with the Determination Agent, if applicable), or the affiliates of such banks,

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which are (i) primary U.S. government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) at 11:00 a.m., New York time, on the third Business Day preceding such redemption date.

Unless we default on payment of the redemption price, interest will cease to accrue on the redemption date on the notes or portions thereof called for redemption.

**Tax Redemption**

We may also, at our option, at any time, redeem the 2023 notes, the 2028 notes, the 2047 notes and/or the floating rate notes, each in whole but not in part, if we determine that as a result of a change in, or amendment to, the laws or regulations of a taxing jurisdiction, including any treaty to which the relevant taxing jurisdiction is a party, or a change in an official application of those laws or regulations on or after the issue date of the notes, including a decision of any court or tribunal which becomes effective on or after the issue date of the notes (and, in the case of a successor entity, which becomes effective on or after the date of that entity's assumption of our obligations):

- (a) we will or would be required to pay holders Debt Security Additional Amounts (as defined below);
- (b) we would not be entitled to claim a deduction in respect of any payment in respect of the notes in computing our taxation liabilities or the value of such deduction would be materially reduced; or
- (c) we would not, as a result of the notes being in issue, be able to have losses or deductions set against the profits or gains, or profits or gains offset by the losses or deductions, of companies with which we are or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the date of issue of the notes or any similar system or systems having like effect as may from time to time exist),

(each such change in tax law or regulation or the official application thereof, a Tax Event ), at a price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; provided that in the case of each Tax Event, the consequences of the Tax Event cannot be avoided by us taking reasonable measures available to us. Before we give a notice of redemption as a result of a Tax Event, we shall be required

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to deliver to the Trustee a written legal opinion of independent counsel of recognized standing, chosen by us, confirming that we are entitled to exercise our right of redemption. Any redemption as a result of a Tax Event will also be subject to the provisions described under *Notice of Redemption* and *Condition to Redemption and Repurchase* below.

**Notice of Redemption**

Any redemption of any series of notes shall be subject to our giving not less than fifteen (15) days , nor more than sixty (60) days , prior notice to the holders of such notes via DTC or the relevant clearing system(s) (or, if the notes are held in definitive form, to the holders at their addresses shown on the register for the notes) (such notice being irrevocable except in the limited circumstances described in the following paragraph) specifying our election to redeem the notes and the date fixed for such redemption. Notice by DTC to participating institutions and by these participants to street name holders of beneficial interests in the relevant notes will be made according to arrangements among them and may be subject to statutory or regulatory requirements.

If the Issuer has elected to redeem any series of notes but prior to the payment of the redemption amount with respect to such redemption the relevant U.K. resolution authority exercises its U.K. Bail-in Power in respect of the relevant notes, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption amount will be due and payable.

**Condition to Redemption and Repurchase** Notwithstanding any other provision, we may redeem (and give notice thereof to the holders of the notes) or repurchase the notes only if we have obtained the PRA's prior consent (if such consent is then required by the Capital Regulations) for the redemption or repurchase, as the case may be, of the notes.

**Subsequent Repurchases**

Subject to the provisions described under *Condition to Redemption and Repurchase* above, the Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding notes at any price in the open market or otherwise in accordance with applicable law and regulations, including the Capital Regulations applicable to the Group in force at the relevant time.

**U.K. Bail-in Power Acknowledgement**

Notwithstanding any other agreements, arrangements, or understandings between us and any holder of the notes, by acquiring the notes, each holder of the notes acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined below) by the relevant U.K. resolution authority (as defined below) that may result

in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person (and the issue to, or

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conferral on, the holder of the notes such shares, securities or obligations); and/or (iii) the amendment or alteration of the maturity of the notes, or amendment of the amount of interest due on the notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; which U.K. Bail-in Power may be exercised by means of a variation of the terms of the notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

For these purposes, a U.K. Bail-in Power is any write-down, conversion, transfer, modification and/or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group (as defined above), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any applicable European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms, and/or within the context of a U.K. resolution regime under the Banking Act pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution authority is to any authority with the ability to exercise a U.K. Bail-in Power).

Under the terms of each note, which will be issued under the Senior Debt Securities Indenture between the Issuer and The Bank of New York Mellon acting through its London Branch, as trustee (the Trustee), dated as of November 10, 2014 (the Indenture), the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the relevant notes will not be an Event of Default (as defined in the Indenture).

For more information, see *Description of Senior Notes Agreement with Respect to the Exercise of U.K. Bail-in Power* below.

**Repayment of Principal and Payment of Interest After Exercise of U.K. Bail-In Power** No repayment of the principal amount of the notes or payment of interest on the notes shall become due and payable after the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority unless such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer.

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**Business Day**

Any weekday, other than one on which banking institutions are authorized or obligated by law or executive order to close in London, England or in the City of New York, United States.

**Book-Entry Issuance, Settlement and Clearance**

We will issue the notes in fully registered form in denominations of \$200,000 and integral multiples of \$1,000 in excess thereof. The notes will be represented by one or more global securities registered in the name of a nominee of DTC. You will hold beneficial interests in the notes through DTC and its direct and indirect participants, including Euroclear and Clearstream Luxembourg, and DTC and its direct and indirect participants will record your beneficial interest on their books. We will not issue certificated notes except in limited circumstances that we explain under *Description of Certain Provisions Relating to Debt Securities and Contingent Convertible Securities Special Situations When a Global Security Will Be Terminated* in the accompanying prospectus. Settlement of the notes will occur through DTC in same day funds. For information on DTC's book-entry system, see *Clearance and Settlement The Clearing Systems DTC* in the accompanying prospectus.

**Conflicts of Interest**

Barclays Capital Inc. is an affiliate of the Issuer and, as such, has a conflict of interest in this offering within the meaning of Financial Industry Regulatory Authority (FINRA) Rule 5121 (or any successor rule thereto) (Rule 5121). Consequently, this offering is being conducted in compliance with the provisions of Rule 5121. Barclays Capital Inc. is not permitted to sell notes in this offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder.

**CUSIP**

2028 notes: 06738E AU9

2047 notes: 06738E AV7

Floating rate notes: 06738E AT2

2023 notes: 06738E AS4

**ISIN**

2028 notes: US06738EAU91

2047 notes: US06738EAV74

Floating rate notes: US06738EAT29

2023 notes: US06738EAS46

**Common Code**

2023 notes: 154836403

2028 notes: 154833404

2047 notes: 154836926

Floating rate notes: 154836853

**Listing and Trading**

We will apply to list the notes on the NYSE under the symbols BCS23A for the 2023 notes, BCS28 for the 2028 notes, BCS47 for the 2047 notes and BCS23 for the floating rate notes.

**Trustee and Paying Agent**

The Bank of New York Mellon acting through its London Branch, One Canada Square, London E14 5AL, United Kingdom, will act as the trustee and initial paying agent for the notes.



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**Timing and Delivery**

We currently expect delivery of the notes to occur on January 10, 2017.

**Further Issues**

We may, without the consent of the holders of the relevant notes, issue additional 2023 notes, 2028 notes, 2047 notes and/or floating rate notes having the same ranking and same interest rate, Maturity Date, redemption terms and other terms as the notes described in this prospectus supplement except for the price to the public and issue date. Any such additional notes, together with the 2023 notes, the 2028 notes, the 2047 notes or the floating rate notes (as applicable) offered by this prospectus supplement, will constitute a single series of such securities under the Indenture relating to the notes. There is no limitation on the amount of notes or other debt securities that we may issue under the Indenture.

**Use of Proceeds**

The proceeds of the offering will be used for general corporate purposes of the Issuer and its subsidiaries and/or the Group.

**Governing Law**

The Indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York.

**Table of Contents****RISK FACTORS**

*You should carefully consider the risks described below and all of the information contained and incorporated by reference in this document before you decide whether to acquire the notes.*

*Acquiring the notes offered under this prospectus supplement involves significant risks. You should reach your own investment decision only after consultation with your own financial, legal and tax advisers (as you deem appropriate) about risks associated with an investment in the notes and the suitability of investing in the notes in light of the particular characteristics and terms of the notes and of your particular financial circumstances. As part of making an investment decision, you should make sure you thoroughly understand the notes' terms, such as the agreement by you to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. You should also carefully consider the risk factors and the other information contained in this prospectus supplement, our 2015 Form 20-F, the July 29 6-K, the October 27 6-K and the other information included and incorporated by reference in this prospectus supplement or the accompanying prospectus before deciding to invest in the notes. If any of the risks described herein (including the risks described in the documents incorporated by reference in this prospectus supplement or the accompanying prospectus) materializes, our business, financial condition and results of operations could suffer, the notes could be subject to the U.K. Bail-in Power, and the trading price and liquidity of the notes could decline, in which case you could lose some or all of the value of your investment.*

***We may redeem the notes at our option in certain situations.***

We may, at our option, redeem the notes on the terms set forth under *Description of Senior Notes Optional Redemption*. We may also, at our option, at any time, redeem the notes, if a Tax Event has occurred, on the terms set forth under *Description of Senior Notes Tax Redemption*. If we redeem the notes, you may not be able to reinvest the redemption proceeds in securities offering a comparable yield. Furthermore, you will not have the right to request the redemption of the notes and should not invest in the notes in the expectation that we would exercise our option to redeem the notes. Any decision by us as to whether we will exercise our option to redeem the notes will be taken at our absolute discretion with regard to factors such as, but not limited to, the economic impact of exercising such option to redeem the notes, any tax consequences, the regulatory capital requirements and the prevailing market conditions. In addition, any early redemption of the notes may be subject to, among other things, receipt of the PRA's prior consent (if such consent is then required by the Capital Regulations), regardless of whether such redemption would be favorable or unfavorable to holders. You should be aware that you may be required to bear the financial risks of an investment in the notes until maturity. On the other hand, we may exercise our discretion to redeem the notes at times when prevailing interest rates are relatively low. In such circumstances you may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate equal to that of the notes.

***The Issuer is a holding company, which means that the Issuer's right to participate in the assets of any of its subsidiaries (including those of Barclays Bank) upon the liquidation of such subsidiaries, and the extent to which the Issuer suffers losses if it or any of its subsidiaries (including Barclays Bank) are subject to bank resolution proceedings, may depend, amongst other things, upon the degree to which the Issuer's loans to and investments in such subsidiaries are subordinated.***

The Issuer is a holding company that currently has no significant assets other than its loans to, and investments in, Barclays Bank, which means that if Barclays Bank is liquidated, the Issuer's right to participate in the assets of Barclays Bank will depend upon the ranking of the Issuer's claims against Barclays Bank according to the ordinary hierarchy of claims in insolvency. So, for example, insofar as the Issuer is a holder of ordinary shares in Barclays Bank, the Issuer's recovery in the liquidation of Barclays Bank will be subject to the prior claims of Barclays Bank's third party creditors and preference shareholders. To the extent the Issuer holds other claims against Barclays Bank

that are recognized to rank *pari passu* with any third party creditors or preference shareholders claims, such claims of the Issuer should in liquidation be treated *pari passu* with those third party claims.

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As well as the risk of losses in the event of a subsidiary's insolvency, the Issuer may suffer losses if any of its loans to, or investments in a subsidiary are subject to statutory write down and conversion powers or if the subsidiary is otherwise subject to, resolution proceedings. See *Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail could materially adversely affect the value of the notes* below. The Issuer has in the past made, and may continue to make, loans to and investments in Barclays Bank with the proceeds received from the Issuer's issuance of debt instruments. Such loans to and investments in Barclays Bank by the Issuer have, to date, had a legal ranking in the insolvency of Barclays Bank that corresponds to the legal ranking of such debt instruments of the Issuer in the insolvency of the Issuer. Where the Issuer's issued debt instruments have been structured so as to qualify as capital instruments under CRD IV, the terms of the corresponding on-loan to or investment in Barclays Bank have been structured to achieve equivalent regulatory capital treatment for Barclays Bank. Accordingly, certain of the loans to and investments made by the Issuer in Barclays Bank contain contractual mechanisms that, upon the occurrence of a trigger related to the prudential or financial condition of the Group or Barclays Bank, would automatically result in a write down or conversion into equity of such loans and investments.

The Issuer retains its absolute discretion to restructure such loans to and any other investments in Barclays Bank at any time and for any purpose including, without limitation, in order to provide different amounts or types of capital or funding to Barclays Bank or other Group subsidiaries, as part of wider changes made to the Group's corporate structure for the purposes of structural reform, or otherwise as part of meeting regulatory requirements, such as the implementation of the minimum requirement for own funds and eligible liabilities (MREL) in respect of Barclays Bank or other Group subsidiaries. A restructuring of a loan or investment made by the Issuer in a Group subsidiary could include changes to any or all features of such loan or investment, including its legal or regulatory form, how it would rank in the event of resolution and/or insolvency proceedings in relation to the subsidiary, and the inclusion of a mechanism that provides for an automatic write down and/or conversion into equity upon specified triggers. Any restructuring of the Issuer's loans to, and investments in, Barclays Bank or other Group subsidiaries may be implemented by the Issuer without prior notification to, or consent of, the holders of the notes.

The regulatory capital treatment, and otherwise the ranking in the ordinary insolvency hierarchy, of the Issuer's claims against a Group subsidiary will affect the extent to which the Issuer is exposed to losses if such subsidiary enters into resolution proceedings or is subject to mandatory write-down or conversion of its capital instruments. In particular, the Banking Act specifies that the resolution powers should be applied in a manner such that losses are transferred to shareholders and creditors in an order which reflects the hierarchy of issued instruments under CRD IV and which otherwise respects the hierarchy of claims in an ordinary insolvency, as described above. In general terms, the more junior in the capital structure the investments in, and loans made to, any Group subsidiary are, relative to third party investors, the greater the losses likely to be suffered by the Issuer in the event any Group subsidiary enters into resolution proceedings or is subject to mandatory write-down or conversion of its capital instruments.

If Barclays Bank or any other Group subsidiary were to be wound up, liquidated or dissolved, (i) the holders of the notes issued by the Issuer would have no right to proceed against the assets of Barclays Bank or such other subsidiary, and (ii) the liquidator of Barclays Bank or such other subsidiary would first apply the assets of Barclays Bank or such other subsidiary to settle the claims of the creditors (and holders of preference shares or tier 1 capital instruments ranking ahead of any such entity's ordinary shares) of Barclays Bank or such other subsidiary (such creditors and holders of preference shares may include the Issuer) ranking ahead of the holders of ordinary shares of Barclays Bank or such other subsidiary. Similarly, if Barclays Bank or any other Group subsidiaries were subject to resolution proceedings (i) the holders of the notes issued by the Issuer would have no direct recourse against Barclays Bank or such other subsidiary, and (ii) holders of the notes themselves may also be exposed to losses pursuant to the exercise by the relevant resolution authority of the stabilization powers see *Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail could materially adversely affect the value of the notes* below.

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***There is no restriction on the amount or type of further securities or indebtedness that we or our subsidiaries may issue, incur or guarantee.***

Subject to complying with applicable regulatory requirements in respect of the Group's leverage, capital and liquidity ratios, there is no restriction on the amount or type of further securities or indebtedness that we or our subsidiaries may issue, incur or guarantee, as the case may be, that rank senior to, or *pari passu* with, the notes offered hereby. The issue or guaranteeing of any such further securities or indebtedness may reduce the amount recoverable by holders of the notes on a liquidation or winding-up of Barclays and may limit our ability to meet our obligations under the notes. In addition, the notes do not contain any restriction on the Issuer issuing securities that may have preferential rights to the notes or securities with similar or different provisions to those described herein.

***Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail could materially adversely affect the value of the notes.***

The European Union directive 2014/59/EU of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms of May 15, 2014, as amended (the BRRD ) provides an EU-wide framework for the recovery and resolution of credit institutions and investment firms, their subsidiaries and certain holding companies. The BRRD (including the bail-in tool), together with the majority of associated FCA and PRA rules, was implemented in the United Kingdom in January 2015. The final PRA rules on contractual recognition of bail-in for liabilities governed by non-EEA law came into force on January 1, 2016. The majority of the requirements of the BRRD (including the bail-in tool) were implemented in the United Kingdom by way of amendments to the Banking Act. For more information on the bail-in tool, see *The relevant U.K. resolution authority may exercise the bail-in tool in respect of the Issuer and the notes, which may result in holders of the notes losing some or all of their investment* and *Under the terms of the notes, you have agreed to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.* below.

*The Banking Act confers substantial powers on a number of U.K. authorities designed to enable them to take a range of actions in relation to U.K. banks or investment firms and certain of their affiliates in the event a bank or investment firm in the same group is considered to be failing or likely to fail. The exercise of any of these actions in relation to the Issuer could materially adversely affect the value of the notes.*

Under the Banking Act, substantial powers are granted to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the PRA, the FCA and HM Treasury, as appropriate as part of a special resolution regime (the SRR ). These powers enable the relevant U.K. resolution authority to implement resolution measures with respect to a U.K. bank or investment firm and certain of its affiliates (currently including the Issuer) (each a relevant entity ) in circumstances in which the relevant U.K. resolution authority is satisfied that the resolution conditions are met. Such conditions include that a U.K. bank or investment firm is failing or is likely to fail to satisfy the Financial Services and Markets Act 2000, as amended (the FSMA ) threshold conditions for authorization to carry on certain regulated activities (within the meaning of section 55B of the FSMA) or, in the case of a U.K. banking group company that is an EEA or third country institution or investment firm, that the relevant EEA or third country relevant authority is satisfied that the resolution conditions are met in respect of such entity.

The SRR consists of five stabilization options: (a) private sector transfer of all or part of the business or shares of the relevant entity, (b) transfer of all or part of the business of the relevant entity to a bridge bank established by the Bank of England, (c) transfer to an asset management vehicle wholly or partly owned by HM Treasury or the Bank of England, (d) the bail-in tool (as described below) and (e) temporary public ownership (nationalization).

The Banking Act also provides for two new insolvency and administration procedures for relevant entities. Certain ancillary powers include the power to modify contractual arrangements in certain circumstances (which

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could include a variation of the terms of the notes), powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers and powers for the relevant U.K. resolution authority to disapply or modify laws in the United Kingdom (with possible retrospective effect) to enable the powers under the Banking Act to be used effectively.

Holders of the notes should assume that, in a resolution situation, financial public support will only be available to a relevant entity as a last resort after the relevant U.K. resolution authorities have assessed and used, to the maximum extent practicable, the resolution tools, including the bail-in tool.

The exercise of any resolution power or any suggestion of any such exercise could materially adversely affect the value of any notes and could lead to holders losing some or all of the value of their investment in the notes.

*The SRR is designed to be triggered prior to insolvency of the Issuer, and holders of the notes may not be able to anticipate the exercise of any resolution power (including the U.K. Bail-in Power) by the relevant U.K. resolution authority.*

The stabilization options are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated. The purpose of the stabilization options is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns.

Although the Banking Act provides specific conditions to the exercise of any resolution powers and, furthermore, the European Banking Authority's (the EBA) guidelines published in May 2015 set out the objective elements for the resolution authorities to apply in determining whether an institution is failing or likely to fail, it is uncertain how the relevant U.K. resolution authority would assess such conditions in any particular pre-insolvency scenario affecting the Issuer and/or other members of the Group and in deciding whether to exercise a resolution power. The relevant U.K. resolution authority is also not required to provide any advance notice to holders of the notes of its decision to exercise any resolution power. Therefore, holders of the notes may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Issuer, the Group and the notes.

*Holders of the notes may have only very limited rights to challenge the exercise of any resolution powers (including the U.K. Bail-in Power) by the relevant U.K. resolution authority.*

Holders of the notes may have only very limited rights to challenge and/or seek a suspension of any decision of the relevant U.K. resolution authority to exercise its resolution powers (including the U.K. Bail-in Power) or to have that decision reviewed by a judicial or administrative process or otherwise.

*The relevant U.K. resolution authority may exercise the bail-in tool in respect of the Issuer and the notes, which may result in holders of the notes losing some or all of their investment.*

Where the relevant statutory conditions for use of the bail-in tool have been met, the relevant U.K. resolution authority would be expected to exercise these powers without the consent of the holders. Any such exercise of the bail-in tool in respect of the Issuer and the notes may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the notes and/or the conversion of the notes into shares or other securities or other obligations of the Issuer or another person, or any other modification or variation to the terms of the notes.

The Banking Act specifies the order in which the bail-in tool should be applied, reflecting the hierarchy of capital instruments under CRD IV and otherwise respecting the hierarchy of claims in an ordinary insolvency. In addition, the



bail-in tool contains an express safeguard (known as no creditor worse off ) with the aim that shareholders and creditors do not receive a less favorable treatment than they would have received in ordinary insolvency proceedings of the relevant entity.

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The exercise of the bail-in tool in respect of the Issuer and the notes or any suggestion of any such exercise could materially adversely affect the rights of the holders, the price or value of their investment in the notes and/or the ability of the Issuer to satisfy its obligations under the notes and could lead to holders losing some or all of the value of their investment in such notes. In addition, even in circumstances where a claim for compensation is established under the no creditor worse off safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the holders in the resolution and there can be no assurance that holders would recover such compensation promptly.

***Under the terms of the notes, you have agreed to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.***

Notwithstanding any other agreements, arrangements, or understandings between us and any holder of the notes, by acquiring the notes, each holder of the notes acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power by the relevant U.K. resolution authority that may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person (and the issue to, or conferral on, the holder of the notes such shares, securities or obligations); and/or (iii) the amendment or alteration of the maturity of the notes, or amendment of the amount of interest due on the notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; which U.K. Bail-in Power may be exercised by means of a variation of the terms of the notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

Accordingly, any U.K. Bail-in Power may be exercised in such a manner as to result in you and other holders of the notes losing all or a part of the value of your investment in the notes or receiving a different security from the notes, which may be worth significantly less than the notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the relevant U.K. resolution authority may exercise the U.K. Bail-in Power without providing any advance notice to, or requiring the consent of, the holders of the notes. In addition, under the terms of the notes, the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes is not an Event of Default (as defined in the Indenture). For more information, see *Description of Senior Notes Agreement with Respect to the Exercise of U.K. Bail-in Power*. See also *Regulatory action in the event a bank in the Group is failing or likely to fail could materially adversely affect the value of the notes*.

***Other changes in law may adversely affect the rights of holders of the notes.***

Changes in law after the date hereof may affect the rights of holders as well as the market value of the notes. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the notes, which may have an adverse effect on an investment in the notes.

In addition, any change in law or regulation that triggers a Tax Event would entitle us, at our option, to redeem any relevant notes, in whole but not in part, subject to, among other things, receipt of the PRA's prior consent (if such consent is then required by the Capital Regulations), as more particularly described below under *Description of Senior Notes Tax Redemption*. See also *We may redeem the notes at our option in certain situations*.

Such legislative and regulatory uncertainty could also affect an investor's ability to accurately value the notes and, therefore, affect the trading price of the notes given the extent and impact on the notes that one or more regulatory or legislative changes, including those described above, could have on the notes.

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*There may not be any trading market for the notes.*

Each of the notes are a new issue of securities and have no established trading market. Although application will be made to have the notes listed on the NYSE, there can be no assurance that an active trading market will develop. Even if an active trading market does develop, it may not be liquid and may not continue. The liquidity and the market prices for the notes can be expected to vary with changes in market and economic conditions, our financial condition and prospects and other factors that generally influence the market prices of securities. If the secondary market for the notes is limited, there may be few buyers for the notes and this may reduce the relevant market price of the notes.

*A downgrade of the credit rating assigned by any credit rating agency to the Issuer or to the notes could adversely affect the liquidity or market value of the notes. Credit ratings downgrades could occur as a result of, among other causes, changes in the ratings methodologies used by credit rating agencies.*

Upon issuance, it is expected that each of the notes will be rated by credit rating agencies and may in the future be rated by additional credit rating agencies, although the Issuer is under no obligation to ensure that the notes are rated by any credit rating agency. Credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this *Risk Factors* section and other factors that may affect the liquidity or market value of the notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time.

Any rating assigned to the Issuer or the notes may be withdrawn entirely by a credit rating agency, may be suspended or may be lowered, if, in that credit rating agency's judgment, circumstances relating to the basis of the rating so warrant. Ratings may be impacted by a number of factors which can change over time, including the credit rating agency's assessment of: the issuer's strategy and management's capability; the issuer's financial condition including in respect of capital, funding and liquidity; competitive and economic conditions in the issuer's key markets; the level of political support for the industries in which the issuer operates; and legal and regulatory frameworks affecting the issuer's legal structure, business activities and the rights of its creditors. The credit rating agencies may also revise the ratings methodologies applicable to issuers within a particular industry, or political or economic region. If credit rating agencies perceive there to be adverse changes in the factors affecting an issuer's credit rating, including by virtue of changes to applicable ratings methodologies, the credit rating agencies may downgrade, suspend or withdraw the ratings assigned to an issuer and/or its securities. Revisions to ratings methodologies and actions on the Issuer's ratings or Barclays Bank's ratings by the credit rating agencies may occur in the future.

If the Issuer determines to no longer maintain one or more ratings, or if any credit rating agency withdraws, suspends or downgrades the credit ratings of the Issuer or the notes, or if such a withdrawal, suspension or downgrade is anticipated (or any credit rating agency places the credit ratings of the Issuer or the notes on "credit watch" status in contemplation of a downgrade, suspension or withdrawal), whether as a result of the factors described above or otherwise, such event could adversely affect the liquidity or market value of the notes (whether or not the notes had an assigned rating prior to such event).

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**USE OF PROCEEDS**

The proceeds of the offering will be used for general corporate purposes of the Issuer and its subsidiaries and/or the Group.

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**Table of Contents****DESCRIPTION OF SENIOR NOTES**

*The following description of the notes supplements the description of the notes in the accompanying prospectus. If this prospectus supplement is inconsistent with the accompanying prospectus, this prospectus supplement will prevail with regard to the notes. Accordingly, to the extent that certain sections in the following description of the notes provide for different terms than in the applicable corresponding sections in the accompanying prospectus, then the sections in the following description shall supersede and replace in their entirety the applicable corresponding sections in the accompanying prospectus.*

Each of the 2023 notes, the 2028 notes, the 2047 notes and the floating rate notes will constitute a series of Senior Debt Securities issued under the Indenture. The terms of the notes include those stated in the Indenture and any supplements thereto, and those terms made part of the Indenture by reference to the Trust Indenture Act. Certain terms used in this prospectus supplement, unless otherwise defined herein, have the meaning given to them in the Indenture. We filed the Indenture as an exhibit to a report on Form 6-K on November 10, 2014.

References to you and holder in the subsections *Agreement with Respect to the Exercise of U.K. Bail-in Power*, *Subsequent Holders Agreement* and *Payment of Debt Security Additional Amounts* below, include beneficial owners of the notes.

**Description of the Fixed Rate Notes**

The fixed rate notes will be issued in the aggregate principal amount, and unless previously redeemed and cancelled will mature on the Maturity Date and will bear interest at the rate per annum, set forth in the table below:

	<b>Aggregate Principal</b>		
	<b>Amount</b>	<b>Maturity Date</b>	<b>Fixed Interest Rate</b>
2023 notes	\$ 1,500,000,000	January 10, 2023	3.684%
2028 notes	\$ 1,250,000,000	January 10, 2028	4.337%
2047 notes	\$ 1,500,000,000	January 10, 2047	4.950%

Interest on the fixed rate notes will be payable semi-annually in arrear on January 10 and July 10 of each year (each a Fixed Rate Interest Payment Date), commencing on July 10, 2017. The regular record dates for the fixed rate notes will be the Business Day immediately preceding each Interest Payment Date (or, if the fixed rate notes are held in definitive form, the 15<sup>th</sup> Business Day preceding each Interest Payment Date).

If any scheduled Fixed Rate Interest Payment Date is not a Business Day, we will pay interest on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after the scheduled Interest Payment Date. Interest on the fixed rate notes will be computed on the basis of a 360-day year of twelve 30-day months.

**Description of the Floating Rate Notes**

The floating rate notes will be issued in an aggregate principal amount of \$750,000,000, and unless previously redeemed and cancelled will mature on January 10, 2023, the Maturity Date for the floating rate notes, and will bear interest at a floating rate equal to LIBOR plus 1.625% per annum (the Floating Interest Rate), payable quarterly in arrear on January 10, April 10, July 10 and October 10 of each year (each, a Floating Rate Interest Payment Date), commencing on April 10, 2017. The regular record dates for the floating rate notes will be the Business Day

immediately preceding each Floating Rate Interest Payment Date (or, if the floating rate notes are held in definitive form, the 15<sup>th</sup> Business Day preceding each Floating Rate Interest Payment Date).

If any Floating Rate Interest Payment Date, other than the Maturity Date for the floating rate notes, would fall on a day that is not a Business Day, the Floating Rate Interest Payment Date will be postponed to the next succeeding Business Day, except that if that Business Day falls in the next succeeding calendar month, the Floating Rate Interest Payment Date will be the immediately preceding Business Day.

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Each interest period on the floating rate notes will begin on (and include) a Floating Rate Interest Payment Date and end on (but exclude) the following Floating Rate Interest Payment Date (each, an Interest Period ); provided that the first Interest Period will begin on and include January 10, 2017 and will end on, but exclude, April 10, 2017. The interest determination date ( Interest Determination Date ) for the first Interest Period will be the second London banking day preceding the Issue Date (which is January 6, 2017) and the Interest Determination Date for each succeeding Interest Period will be on the second London banking day preceding the applicable Interest Reset Date.

London banking day means any day on which dealings in U.S. dollars are transacted in the London interbank market.

The initial Floating Interest Rate on the floating rate notes will be equal to LIBOR, as determined on January 6, 2017, plus 1.625% per annum. Thereafter, the rate of interest on the floating rate notes will be reset quarterly on January 10, April 10, July 10 and October 10 in each year (each, an Interest Reset Date ), commencing on April 10, 2017; provided that the interest rate in effect from (and including) January 10, 2017 to (but excluding) the first Interest Reset Date will be the initial Floating Interest Rate. If any Interest Reset Date would fall on a day that is not a Business Day, the Interest Reset Date will be postponed to the next succeeding Business Day, except that if that Business Day falls in the next succeeding calendar month, the Interest Reset Date will be the immediately preceding Business Day.

Interest on the floating rate notes will be computed on the basis of the actual number of days in each Interest Period and a 360-day year.

The Calculation Agent for the floating rate notes is The Bank of New York Mellon acting through its London branch, or its successor appointed by the Issuer. The Calculation Agent will determine the Floating Interest Rate for each Interest Period for the floating rate notes by reference to LIBOR on the applicable Interest Determination Date. Promptly upon such determination, the Calculation Agent will notify the Issuer and the Trustee (if the Calculation Agent is not the Trustee) of the new interest rate for the floating rate notes. Upon the request of the holder of any floating rate note, the Calculation Agent will provide the Floating Interest Rate then in effect and, if determined, the Floating Interest Rate that will become effective on the next Interest Reset Date.

LIBOR will be determined by the Calculation Agent in accordance with the following provisions:

- (1) with respect to any Interest Determination Date, LIBOR will be the rate (expressed as a percentage per annum) for deposits in U.S. dollars having a maturity of three months commencing on the related Interest Reset Date that appears on Reuters Page LIBOR01 as of 11:00 a.m., London time, on that Interest Determination Date; and
- (2) with respect to an Interest Determination Date on which no rate appears on Reuters Page LIBOR01, the Calculation Agent will request the principal London offices of each of four major reference banks in the London interbank market (which may include affiliates of the underwriters), as selected and identified by the Issuer, to provide its offered quotation (expressed as a percentage per annum) for deposits in U.S. dollars for the period of three months, commencing on the related Interest Reset Date, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that Interest Determination Date and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, then LIBOR on that Interest Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, then LIBOR on the Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in the City of New York, on the Interest Determination Date by three major banks in The City of New York (which may



include affiliates of the underwriters) selected and identified by the Issuer for loans in U.S. dollars to leading European banks, for a period of three months, commencing on the related Interest Reset Date, and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two such rates are so provided, LIBOR on the Interest Determination Date will be the arithmetic mean of such rates. If fewer than two such rates are so provided, LIBOR on the Interest Determination Date will be LIBOR in effect with respect to the immediately preceding Interest Determination Date.

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Reuters Page LIBOR01 means the display that appears on Reuters Page LIBOR01 or any page as may replace such page on such service (or any successor service) for the purpose of displaying London interbank offered rates of major banks for U.S. dollars.

All percentages resulting from any calculation of any Floating Interest Rate will be rounded, if necessary, 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 would be rounded to the nearest cent, with one-half cent being rounded upward.

All calculations made by the Calculation Agent for the purposes of calculating interest on the floating rate notes shall be conclusive and binding on the holders of the floating rate notes, the Issuer and the Trustee, absent manifest error.

For any interest period, if LIBOR is negative, then it would reduce the Floating Interest Rate payable for such interest period below the specified margin. Accordingly, holders may receive a Floating Interest Rate that is lower than the specified margin.

## **Payment of Principal**

If the Maturity Date or date of redemption or repayment is not a Business Day, we may pay interest and principal and/or any amount payable upon redemption of the notes on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after such Maturity Date or date of redemption or repayment.

## **Ranking**

The notes will constitute our direct, unconditional, unsecured and unsubordinated obligations and will at all times rank *pari passu* among themselves. In the event of a winding-up or administration of the Issuer, the notes will rank *pari passu* with all our other outstanding unsecured and unsubordinated obligations, present and future, except such obligations as are preferred by operation of law. In addition, see *Risk Factors The Issuer is a holding company, which means that the Issuer's right to participate in the assets of any of its subsidiaries (including those of Barclays Bank) upon the liquidation of such subsidiaries, and the extent to which the Issuer suffers losses if it or any of its subsidiaries (including Barclays Bank) are subject to bank resolution proceedings, may depend, amongst other things, upon the degree to which the Issuer's loans to and investments in such subsidiaries are subordinated.*

## **No Set-off**

Subject to applicable law, no holder of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the notes and each holder of notes shall, by virtue of its holding of any notes, be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the above, if any amounts due and payable to any holder of the notes by the Issuer in respect of, or arising under, the notes are discharged by set-off, such holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or administrator of the Issuer, as the case may be) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or administrator of the Issuer, as the case may be) and, accordingly, any such discharge shall be deemed not to have taken place. By its acquisition of the notes, each holder agrees to be bound by these provisions relating to waiver of set-off.

## **Optional Redemption**

Subject to the provisions described under *Notice of Redemption* and *Condition to Redemption and Repurchase* below, we may redeem, at our option, (A) the 2023 notes, 2028 notes and/or 2047 notes at any

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time outstanding, in whole or, from time to time, in part, at any time on or after July 10, 2017, (or, if any additional notes of such series are issued after January 10, 2017, beginning six months after the last issue date for the additional notes of such series) except for January 10, 2022 and January 8, 2027 for the 2023 notes and 2028 notes, respectively, at an amount equal to the higher of (i) 100% of the principal amount of the notes to be redeemed and (ii) as determined by the Determination Agent, the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (not including accrued and unpaid interest, if any, on the principal amount of the notes) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points, together with, in either case of (i) or (ii) above, accrued and unpaid interest, if any, on the principal amount of the notes to be redeemed to (but excluding) the redemption date and/or (B) the 2023 notes, the 2028 notes and/or the floating rate notes then outstanding, in whole but not in part, on January 10, 2022, for the 2023 notes and the floating rate notes, and January 8, 2027, for the 2028 notes, at an amount equal to 100% of their principal amount together with, accrued and unpaid interest, if any, on the principal amount of the notes to be redeemed to (but excluding) the respective redemption date.

**Treasury Rate** means, with respect to any redemption date, the rate per annum equal to: (1) the yield, under the heading which represents the average for the week immediately prior to the calculation date, appearing in the most recently published statistical release designated **H.15**, or any successor publication that is published by the Board of Governors of the Federal Reserve System that establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity, under the caption **Treasury Constant Maturities**, for the maturity most closely corresponding to the stated maturity of the notes being redeemed (if no maturity is within three months before or after the stated Maturity Date of the notes to be redeemed, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month); or (2) if such release (or any successor release) is not published during the week immediately prior to the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date; provided that, if the period from the redemption date to the Maturity Date is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year will be used.

The Treasury Rate shall be calculated by the Determination Agent on the third Business Day preceding the redemption date.

In determining the Treasury Rate, the below terms will have the following meaning:

**Comparable Treasury Issue** means, with respect to any redemption date, the U.S. Treasury security selected by the Determination Agent as having an actual or interpolated maturity comparable with the remaining term of the relevant notes, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in U.S. dollars and of comparable maturity to the remaining term of the relevant notes.

**Comparable Treasury Price** means, with respect to any redemption date, (i) the arithmetic average of the Reference Treasury Dealer Quotations for such redemption date (calculated on the third Business Day preceding such redemption date), after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if fewer than five such Reference Treasury Dealer Quotations are received, the arithmetic average of all such quotations, or (iii) if fewer than two such Reference Treasury Dealer Quotations are received, then such Reference Treasury Dealer Quotation as quoted in writing to the Determination Agent by a Reference Treasury Dealer.

**Determination Agent** means an investment bank or financial institution of international standing selected by the Issuer and which may be an affiliate of the Issuer.

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Reference Treasury Dealer means each of up to five banks selected by the Issuer (following, where practicable, consultation with the Determination Agent, if applicable), or the affiliates of such banks, which are (i) primary U.S. government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the Determination Agent, of the bid and offered prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) at 11:00 a.m., New York time, on the third Business Day preceding such redemption date.

Unless we default on payment of the redemption price, interest will cease to accrue on the redemption date on the notes or portions thereof called for redemption.

## **Tax Redemption**

We may, at our option, at any time, redeem the 2023 notes, the 2028 notes, the 2047 notes and/or the floating rate notes, each in whole but not in part, if we determine that as a result of a change in, or amendment to, the laws or regulations of a taxing jurisdiction, including any treaty to which the relevant taxing jurisdiction is a party, or a change in an official application of those laws or regulations on or after the issue date of the notes, including a decision of any court or tribunal which becomes effective on or after the issue date of the notes (and, in the case of a successor entity, which becomes effective on or after the date of that entity's assumption of our obligations):

- (a) we will or would be required to pay holders Debt Security Additional Amounts (as defined below);
- (b) we would not be entitled to claim a deduction in respect of any payment in respect of the notes in computing our taxation liabilities or the value of any such deduction would be materially reduced; or
- (c) we would not, as a result of the notes being in issue, be able to have losses or deductions set against the profits or gains, or profits or gains offset by the losses or deductions, of companies with which we are or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the date of issue of the notes or any similar system or systems having like effect as may from time to time exist),

(each such change in tax law or regulation or the official application thereof, a Tax Event), at a price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; provided that in the case of each Tax Event, the consequences of the Tax Event cannot be avoided by us taking reasonable measures available to us. Before we give a notice of redemption as a result of a Tax Event, we shall be required to deliver to the Trustee a written legal opinion of independent counsel of recognized standing, chosen by us, confirming that we are entitled to exercise our right of redemption. Any redemption as a result of a Tax Event will also be subject to the provisions described under *Notice of Redemption* and *Condition to Redemption and Repurchase* below.

## **Notice of Redemption**

Any redemption of any series of notes shall be subject to our giving not less than fifteen (15) days, nor more than sixty (60) days, prior notice to the holders of such notes via DTC (or, if the notes are held in definitive form, to the holders

at their addresses shown on the register for the notes) (such notice being irrevocable except in the limited circumstances described in the following paragraph) specifying our election to redeem such notes and the date fixed for such redemption. Notice by DTC to participating institutions and by these participants to street name holders of beneficial interests in the relevant notes will be made according to arrangements among them and may be subject to statutory or regulatory requirements.

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If the Issuer has elected to redeem any series of notes but prior to the payment of the redemption amount with respect to such redemption the relevant U.K. resolution authority exercises its U.K. Bail-in Power in respect of the notes, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption amount will be due and payable.

### **Condition to Redemption and Repurchase**

Notwithstanding any other provision, we may redeem (and give notice thereof to the holders of the relevant notes) or repurchase the notes of any series only if we have obtained the PRA's prior consent (if such consent is then required by the Capital Regulations) for the redemption or repurchase, as the case may be, of the relevant notes.

On November 23, 2016, the European Commission published, among other proposals, a proposal to amend the CRD IV Regulation. Such proposal includes certain requirements in respect of eligible liabilities, including a requirement for prior consent from the competent authority to an early redemption or purchase thereof. If the proposal is adopted, the granting of permission by the PRA to a request by us to redeem or repurchase the relevant notes could be subject to the conditions in Article 77 and 78 of the CRD IV Regulation (as so amended), to the extent applicable to the relevant notes.

### **Subsequent Repurchases**

Subject to the provisions described under *Condition to Redemption and Repurchase* above, the Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding notes of any series at any price in the open market or otherwise in accordance with applicable law and regulations, including the Capital Regulations applicable to the Group in force at the relevant time.

### **General**

Book-entry interests in the notes will be issued in minimum denominations of \$200,000 and in integral multiples of \$1,000 in excess thereof.

The principal corporate trust office of the Trustee in the City of London is designated as the principal paying agent. We may at any time designate additional paying agents or rescind the designation of paying agents or approve a change in the office through which any paying agent acts.

We will issue the notes in fully registered form. The notes will be represented by one or more global securities registered in the name of a nominee of DTC. You will hold beneficial interest in the notes through DTC and its participants, including Euroclear and Clearstream Luxembourg. The underwriters expect to deliver the notes through the facilities of DTC on January 10, 2017. Indirect holders trading their beneficial interests in the notes through DTC must trade in DTC's same-day funds settlement system and pay in immediately available funds. Secondary market trading through Euroclear and Clearstream, Luxembourg will occur in the ordinary way following the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg. See *Clearance and Settlement* in the accompanying prospectus for more information about these clearing systems.

Definitive debt securities will only be issued in limited circumstances described under *Description of Certain Provisions Relating to Debt Securities and Contingent Convertible Securities* *Special Situations When a Global Security Will be Terminated* in the accompanying prospectus.



Payment of principal of and interest on the notes, so long as the notes are represented by global securities, will be made in immediately available funds. Beneficial interests in the global securities will trade in the same-day funds settlement system of DTC, and secondary market trading activity in such interests will therefore settle in same-day funds.

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We may, without the consent of the holders of the relevant notes, issue additional 2023 notes, 2028 notes, 2047 notes and/or floating rate notes having the same ranking and same interest rate, Maturity Date, redemption terms and other terms as the notes described in this prospectus supplement except for the price to the public and issue date. Any such additional notes, together with the 2023 notes, the 2028 notes, the 2047 notes or the floating rate notes (as applicable) offered by this prospectus supplement, will constitute a single series of securities under the Indenture, between Barclays and the Trustee. There is no limitation on the amount of notes or other debt securities that we may issue under such Indenture.

See *Description of Debt Securities Senior Events of Default; Dated Subordinated Enforcement Events and Remedies; Limitation on Suits Senior Events of Default* and *Description of Debt Securities Senior Events of Default; Dated Subordinated Enforcement Events and Remedies; Limitation on Suits Limitation on Suits* in the accompanying prospectus for descriptions of certain provisions applicable to the holders of the notes.

**Agreement with Respect to the Exercise of U.K. Bail-in Power**

Notwithstanding any other agreements, arrangements, or understandings between us and any holder of the notes, by acquiring the notes, each holder of the notes acknowledges, accepts, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined below) by the relevant U.K. resolution authority (as defined below) that may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person (and the issue to, or conferral on, the holder of the notes such shares, securities or obligations); and/or (iii) the amendment or alteration of the maturity of the notes, or amendment of the amount of interest due on the notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; which U.K. Bail-in Power may be exercised by means of a variation of the terms of the notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. For the avoidance of doubt, this consent and acknowledgment is not a waiver of any rights holders of the notes may have at law if and to the extent that any U.K. Bail-in Power is exercised by the relevant U.K. resolution authority in breach of laws applicable in England.

For purposes of the notes, a U.K. Bail-in Power is any write-down, conversion, transfer, modification and/or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any applicable European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms, and/or within the context of a U.K. resolution regime under the Banking Act pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution authority is to any authority with the ability to exercise a U.K. Bail-in Power).

No repayment of the principal amount of the relevant notes or payment of interest on the relevant notes shall become due and payable after the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority unless such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer.

By its acquisition of the notes, each holder of the notes, to the extent permitted by the Trust Indenture Act, waives any and all claims against the Trustee for, agrees not to initiate a suit against the Trustee in respect of, and

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agrees that the Trustee shall not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes.

Upon the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to any of the notes, the Issuer shall provide a written notice to DTC as soon as practicable regarding such exercise of the U.K. Bail-in Power for purposes of notifying holders of such occurrence. The Issuer shall also deliver a copy of such notice to the Trustee for information purposes.

Under the terms of each of the 2023 notes, the 2028 notes, the 2047 notes and the floating rate notes, the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the relevant notes will not be an Event of Default (as defined in the Indenture).

By its acquisition of the notes, each holder of the notes acknowledges and agrees that the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes shall not give rise to a default for purposes of Section 315(b) (*Notice of Defaults*) and Section 315(c) (*Duties of the Trustee in Case of Default*) of the Trust Indenture Act.

By its acquisition of any of the notes, each holder of the notes acknowledges and agrees that, upon the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the relevant notes, (a) the Trustee shall not be required to take any further directions from holders of the notes under Section 5.12 (*Control by Holders*) of the Indenture, which section authorizes holders of a majority in aggregate outstanding principal amount of the notes to direct certain actions relating to the notes, and (b) the Indenture shall impose no duties upon the Trustee whatsoever with respect to the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. Notwithstanding the foregoing, if, following the completion of the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority in respect of the notes, the notes remain outstanding (for example, if the exercise of the U.K. Bail-in Power results in only a partial write-down of the principal of such notes), then the Trustee's duties under the Indenture shall remain applicable with respect to the notes following such completion to the extent that the Issuer and the Trustee shall agree pursuant to a supplemental indenture.

By its acquisition of any of the notes, each holder of the notes shall be deemed to have (a) consented to the exercise of any U.K. Bail-in Power as it may be imposed without any prior notice by the relevant U.K. resolution authority of its decision to exercise such power with respect to the relevant notes and (b) authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds the relevant notes to take any and all necessary action, if required, to implement the exercise of any U.K. Bail-in Power with respect to the relevant notes as it may be imposed, without any further action or direction on the part of such holder or the Trustee.

## **Subsequent Holders Agreement**

Holders of the notes that acquire such notes in the secondary market shall be deemed to acknowledge, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders of the notes that acquire the notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the notes, including in relation to the U.K. Bail-in Power.

## **Payment of Debt Security Additional Amounts**

We will pay any amounts to be paid by us on the notes without deduction or withholding for, or on account of, any and all present or future income, stamp and other taxes, levies, imposts, duties, charges, fees, deductions or

withholdings ( taxes ) now or hereafter imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision or authority thereof or therein that has the power to tax (each, a taxing jurisdiction ), unless the deduction or withholding is required by law. At any time a taxing jurisdiction requires us to deduct or withhold taxes, we will pay the additional amounts of, or in respect of, the principal of

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and any interest on the notes ( Debt Security Additional Amount ) that are necessary so that the net amounts paid to the holders, after the deduction or withholding, shall equal the amounts which would have been payable had no such deduction or withholding been required. However, we will not pay Debt Security Additional Amounts for taxes that are payable because:

the holder or the beneficial owner of the notes is a domiciliary, national or resident of, or engages in business or maintains a permanent establishment or is physically present in, a taxing jurisdiction requiring that deduction or withholding, or otherwise has some connection with the taxing jurisdiction other than the holding or ownership of the notes, or the collection of any payment of, or in respect of, the principal of or any interest on the notes;

except in the case of our winding-up in England, the notes are presented for payment in the United Kingdom;

the notes are presented for payment more than 30 days after the date payment became due or was provided for, whichever is later, except to the extent that the holder would have been entitled to the Debt Security Additional Amounts on presenting the note for payment at the close of such 30-day period;

the holder or the beneficial owner of the notes or the beneficial owner of any payment of (or in respect of) principal of or any interest on the notes failed to make any necessary claim or to comply with any certification, identification or other requirements concerning the nationality, residence, identity or connection with the taxing jurisdiction of such holder or beneficial owner, if such claim or compliance is required by statute, treaty, regulation or administrative practice of the taxing jurisdiction as a condition to relief or exemption from such taxes;

the note is presented for payment by or on behalf of a holder who would have been able to avoid such deduction or withholding by presenting the note to another paying agent in a member state of the European Union or elsewhere; or

if the taxes would not have been imposed or would have been excluded under one of the preceding points if the beneficial owner of, or person ultimately entitled to obtain an interest in, the notes had been the holder of the notes.

Whenever we refer in this prospectus supplement to the payment of the principal of or any interest on, or in respect of, the notes, we mean to include the payment of Debt Security Additional Amounts to the extent that, in context, Debt Security Additional Amounts are, were or would be payable.

For the avoidance of doubt, any amounts to be paid by us or any paying agent on the notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the Code ), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of

such Sections of the Code (or any law implementing such an intergovernmental agreement) (a FATCA Withholding Tax ), and we and any paying agent will not be required to pay Debt Security Additional Amounts on account of any FATCA Withholding Tax.

Any paying agent shall be entitled to make a deduction or withholding from any payment which it makes under the notes and the Indenture for or on account of (i) any present or future taxes, duties or charges if and to the extent so required by any applicable law and (ii) any FATCA Withholding Tax (together, Applicable Law ). In either case, the paying agent shall make any payment after a deduction or withholding has been made pursuant to Applicable Law and shall report to the relevant authorities the amount so deducted or withheld. In all cases, the paying agent shall have no obligation to gross up any payment made subject to any deduction or withholding pursuant to Applicable Law. In addition, amounts deducted or withheld by the Paying Agent under this paragraph

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will be treated as paid to the holder of the notes, and we will not pay Debt Security Additional Amounts in respect of such deduction or withholding, except to the extent the provisions in this subsection *Payment of Debt Security Additional Amounts* explicitly provide otherwise.

**Trustee**

The Trustee under the Indenture will be The Bank of New York Mellon acting through its London Branch. See *Description of Debt Securities Senior Events of Default; Subordinated Events of Default and Debt Defaults Senior Events of Default* in the accompanying prospectus for a description of the Trustee's procedures and remedies available in the event of a default.

**Governing Law**

The Indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York.



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**U.S. FEDERAL INCOME TAX CONSIDERATIONS**

Although the matter is not free from doubt, it is the opinion of Sullivan & Cromwell LLP that the fixed rate notes should be treated as debt for U.S. federal income tax purposes. For a discussion of the material U.S. federal income tax considerations applicable to holding fixed rate notes treated as debt, please review the section entitled *Tax Considerations U.S. Taxation of Debt Securities* in the accompanying prospectus.

Although the matter is not free from doubt, it is the opinion of Sullivan & Cromwell LLP that the floating rate notes should be treated as variable rate debt securities that are issued without original issue discount for U.S. federal income tax purposes. For a discussion of the U.S. federal income tax consequences of holding a variable rate debt security, please see the section entitled *Tax Considerations U.S. Taxation Discount Variable Rate Debt Securities* in the accompanying prospectus.

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**Table of Contents****UNITED KINGDOM TAX CONSIDERATIONS**

The following paragraphs summarize certain United Kingdom withholding and other tax considerations with respect to the acquisition, ownership and disposition of the notes by persons who are the absolute beneficial owners of their notes and who are neither (a) resident in the United Kingdom for United Kingdom tax purposes nor (b) hold the notes in connection with any trade or business carried on in the United Kingdom through any branch, agency or permanent establishment in the United Kingdom. It is based upon the opinion of Clifford Chance LLP, our United Kingdom solicitors. Additionally, the summary may not apply to certain classes of persons, such as dealers in securities. This summary is based on current United Kingdom law and Her Majesty's Revenue & Customs (HMRC) practice and the provisions of the Double Taxation Treaty between the United Kingdom and the United States (the Treaty) of July 24, 2001 (as amended), all of which are subject to change at any time, possibly with retrospective effect. This summary supersedes and replaces in its entirety the section entitled *Tax Considerations United Kingdom Taxation of Debt Securities* in the accompanying prospectus (which section in the accompanying prospectus, for the avoidance of doubt, shall not apply to the notes). This summary assumes that the notes will not be issued or transferred to any depositary receipt system.

You should consult your own tax advisors concerning the consequences of acquiring, owning and disposing of the notes in your particular circumstances, including the applicability and effect of the Treaty.

*Payments of Interest.* Where interest on the notes has a United Kingdom source for United Kingdom tax purposes, notes that carry a right to interest will constitute quoted Eurobonds within the meaning of Section 987 of the Income Tax Act 2007 (the ITA), provided they are and continue to be listed on a recognised stock exchange within the meaning of Section 1005 of the ITA. The NYSE is a recognised stock exchange for these purposes. The notes will be treated as listed on the NYSE if they are officially listed in the United States in accordance with the provisions corresponding to those generally applicable in EEA states and are admitted to trading on the main market of the NYSE. Accordingly, payments of interest on the notes made by us or any paying agent (or received by any collecting agent) may be made (or received, as the case may be) without withholding or deduction for or on account of United Kingdom income tax provided the notes are listed on a recognised stock exchange at the time the interest is paid.

In all other cases where interest has a United Kingdom source, an amount must be withheld on account of United Kingdom income tax at the basic rate (currently 20%), subject to any such relief as may be available, or subject to any direction to the contrary by HMRC in respect of such relief as may be available pursuant to the provisions of any applicable double tax treaty.

Payments made in respect of the notes may be subject to United Kingdom tax by direct assessment even where such payments are paid without withholding or deduction. However, as regards a holder of notes who is not resident in the United Kingdom for United Kingdom tax purposes, payments made in respect of the notes without withholding or deduction will generally not be subject to United Kingdom tax provided that the relevant holder does not carry on a trade, profession or vocation in the United Kingdom through a branch or agency or (in the case of a company) carry on a trade or business in the United Kingdom through any permanent establishment in the United Kingdom in each case in connection with which the interest is received or to which the notes are attributable, in which case (subject to exemptions for interest received by certain categories of agent) United Kingdom tax may be levied on the United Kingdom branch or agency, or permanent establishment.

*Disposal (including Redemption), Accruals and Changes in Value.* A holder of notes who is not resident in the United Kingdom will not be liable to United Kingdom taxation in respect of a disposal (including redemption) of the notes, any gain accrued in respect of the notes or any change in the value of the notes unless the holder carries on a trade, profession or vocation in the United Kingdom through a branch or agency or, in the case of a company, through a

permanent establishment and the notes were used in or for the purposes of this trade, profession or vocation or acquired for the use by or for the purposes of the branch or agency or permanent

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establishment. Where notes are to be, or may fall to be, redeemed at a premium, then any such element of premium may constitute a payment of interest. Payments of interest may be subject to United Kingdom withholding tax as outlined above.

*Other Considerations Relating to United Kingdom Withholding Tax.* The references to interest above mean interest as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of interest or principal which may prevail under any other law or which may be created by the terms and conditions of the notes or any related documentation. Noteholders should seek their own professional advice as regards the withholding tax treatment of any payment on the notes which does not constitute interest or principal as those terms are understood in United Kingdom tax law. Where a payment on a note does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment or a manufactured payment for United Kingdom tax purposes (which will be determined by, amongst other things, the terms and conditions of the notes). In such a case, the payment may fall to be made under deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

*Inheritance Tax.* Where the notes are not situate in the United Kingdom, beneficial owners of such notes who are individuals not domiciled in the United Kingdom will not be subject to United Kingdom inheritance tax in respect of the notes. Domicile usually has an extended meaning in respect of United Kingdom inheritance tax, so that a person who has been resident for tax purposes in the United Kingdom for a certain period of time will be regarded as domiciled in the United Kingdom.

Where the notes are situate in the United Kingdom, beneficial owners of such notes who are individuals may be subject to United Kingdom inheritance tax in respect of such notes on the death of the individual or, in some circumstances, if the notes are the subject of a gift, including a transfer at less than full market value, by that individual. United Kingdom inheritance tax is not generally chargeable on gifts to individuals made more than seven years before the death of the donor. Subject to limited exclusions, gifts to settlements (which would include, very broadly, private trust arrangements) or to companies may give rise to an immediate United Kingdom inheritance tax charge. Notes held in settlements may also be subject to United Kingdom inheritance tax charges periodically during the continuance of the settlement, on transfers out of the settlement or on certain other events. Investors should take their own professional advice as to whether any particular arrangements constitute a settlement for United Kingdom inheritance tax purposes.

Exemption from or reduction in any United Kingdom inheritance tax liability may be available for U.S. holders under the Estate Tax Treaty made between the United Kingdom and the United States.

*Issue of securities Stamp Duty.* No United Kingdom stamp duty will generally be payable on the issue of the notes which are denominated in a currency other than sterling.

*Issue of securities Stamp Duty Reserve Tax.* No United Kingdom stamp duty reserve tax will be payable on the issue of the notes unless the notes are issued directly to the provider of a clearance service or its nominee. In that case, United Kingdom stamp duty reserve tax may be chargeable at the rate of 1.5% of the issue price of the notes (although see below, under *Stamp Duty Reserve Tax Court of Justice of the European Union Decision* ).

This charge may arise unless either (a) a statutory exemption is available or (b) the clearance service has made an election under section 97A of Finance Act 1986 which applies to the notes. A statutory exemption from the charge

will be available if the notes constitute exempt loan capital (see below, under *Transfer of securities Stamp Duty* ).

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If this charge arises, the clearance service operator or its nominee will strictly be accountable for the stamp duty reserve tax, but in practice it will generally be reimbursed by participants in the clearance service.

*Transfers of securities Stamp Duty.* No liability for United Kingdom stamp duty will arise on a transfer of, or an agreement to transfer, full legal and beneficial ownership of the notes, provided that the notes constitute exempt loan capital. Broadly, exempt loan capital is loan capital for the purposes of section 78(7) of the Finance Act 1986 which does not carry or (in the case of (ii), (iii) and (iv) below) has not at any time prior to the relevant transfer or agreement carried any of the following rights:

- (i) a right of conversion into shares or other securities, or to the acquisition of shares or other securities, including loan capital of the same description;
- (ii) a right to interest the amount of which exceeds a reasonable commercial return on the nominal amount of the capital;
- (iii) a right to interest the amount of which falls or has fallen to be determined to any extent by reference to the results of, or of any part of, a business or to the value of any property; or
- (iv) a right on repayment to an amount which exceeds the nominal amount of the capital and is not reasonably comparable with what is generally repayable (in respect of a similar nominal amount of capital) under the terms of issue of loan capital listed in the Official List of the FCA.

Even if a note does not constitute exempt loan capital (a Non-Exempt Note), no United Kingdom stamp duty will arise on transfer of the note if the note is held within a clearing system and the transfer is effected by electronic means, without executing any written transfer of, or written agreement to transfer, the note.

However, if a Non-Exempt Note is transferred by means of a written instrument, or a written agreement is entered into to transfer an interest in the note where such interest falls short of full legal and beneficial ownership of the note, the relevant instrument or agreement may be liable to United Kingdom stamp duty (at the rate of 0.5% of the consideration, rounded up if necessary to the nearest multiple of £5). If the relevant instrument or agreement is executed and retained outside the United Kingdom at all times, no United Kingdom stamp duty should, in practice, need to be paid on such document. However, in the event that the relevant document is executed in or brought into the United Kingdom for any purpose, then United Kingdom stamp duty may be payable. Interest may also be payable on the amount of such stamp duty, unless the document is duly stamped within 30 days after the day on which it was executed. Penalties for late stamping may also be payable on the stamping of such document (in addition to interest) unless the document is duly stamped within 30 days after the day on which it was executed or, if the instrument was executed outside the United Kingdom, within 30 days of it first being brought into the United Kingdom. However, no United Kingdom stamp duty will be payable on any such written transfer, or written agreement to transfer, if the amount or value of the consideration for the transfer is £1,000 or under, and the document contains a statement that the transfer does not form part of a larger transaction or series of transactions in respect of which the amount or value, or aggregate amount or value, of the consideration exceeds £1,000.

In addition to the above, if a Non-Exempt Note is in registered form, and the note is transferred, or agreed to be transferred, to a clearance service provider or its nominee, United Kingdom stamp duty may be chargeable (at the rate of 1.5% of the consideration for the transfer or, if none, of the value of the relevant notes, rounded up if necessary to the nearest multiple of £5) on any document effecting, or containing an agreement to effect, such a transfer (although see below, under *Stamp Duty Reserve Tax Court of Justice of the European Union Decision*).

If a document is subject to stamp duty, it may not be produced in civil proceedings in the United Kingdom, and may not be available for any other purpose in the United Kingdom, until the United Kingdom stamp duty (and any interest and penalties for late stamping) have been paid.

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*Transfers of securities Stamp Duty Reserve Tax.* No United Kingdom stamp duty reserve tax will be chargeable on the transfer of, or on an agreement to transfer, full legal and beneficial ownership of a note which constitutes exempt loan capital.

If a note is a Non-Exempt Note, United Kingdom stamp duty reserve tax (at the rate of 0.5% of the consideration) may be chargeable on an unconditional agreement to transfer the note. An exemption from the charge will be available if the notes are held within a clearance service, provided the clearance service has not made an election pursuant to section 97A of the Finance Act 1986 which applies to the relevant notes. Any liability to United Kingdom stamp duty reserve tax which arises on such an agreement may be removed if a transfer is executed pursuant to the agreement and either no United Kingdom stamp duty is chargeable on that transfer or the transfer is duly stamped within the prescribed time limits. Where United Kingdom stamp duty reserve tax arises, subject to certain exceptions, it is normally the liability of the purchaser or transferee of the notes. In addition to the above, stamp duty reserve tax may be chargeable (at the rate of 1.5% of the consideration for the transfer or, if none, of the value of the relevant note) on the transfer of a Non-Exempt Note to the provider of a clearance service or its nominee (although see below, under *Stamp Duty Reserve Tax Court of Justice of the European Union Decision*). This charge will arise unless either (a) a statutory exemption is available or (b) the clearance service has made an election under section 97A of Finance Act 1986 which applies to the relevant notes. If this charge arises, the clearance service operator or its nominee will strictly be accountable for the stamp duty reserve tax, but in practice it will generally be reimbursed by participants in the clearance service.

*Redemption of securities Stamp Duty and Stamp Duty Reserve Tax.* No United Kingdom stamp duty or stamp duty reserve tax will generally be payable on the redemption of the notes, provided no issue or transfer of shares or other securities is effected upon or in connection with such redemption.

*Stamp Duty Reserve Tax Court of Justice of the European Union Decision.* The Court of Justice of the European Union (CJEU) gave its decision in the case of *HSBC Holdings plc, Vidacos Nominees Ltd v. The Commissioners of Her Majesty's Revenue & Customs* (Case C-596/07) on October 1, 2009. In summary, it stated that the 1.5% charge to United Kingdom stamp duty reserve tax on the issue of shares to a clearance service is incompatible with the EC Capital Duty Directive.

On April 27, 2012, following the decision of the First tier Tribunal (Tax Chamber) in *HSBC Holdings PLC and The Bank of New York Mellon Corporation v. The Commissioners for Her Majesty's Revenue & Customs* [2012] UKFTT 163 (TC), HMRC announced that the 1.5% stamp duty reserve tax charge is no longer applicable to the issue of United Kingdom shares and securities to clearance services or depositary receipt systems anywhere in the world.

The CJEU made no express comment with respect to the compatibility with EC law of the 1.5% United Kingdom stamp duty reserve tax charge on the transfer of existing securities to (as opposed to issue of new securities into) a clearance system. The position, in this regard, is therefore unclear, although HMRC's view is that both the 1.5% United Kingdom stamp duty and depositary receipt systems charges continue to apply to the transfer of shares and securities to clearance services that are not an integral part of an issue of share capital.

HMRC have also stated in an earlier press release that the Government's policy position remains that transactions involving United Kingdom shares should bear their fair share of tax and that they are considering further changes to the United Kingdom stamp duty reserve tax regime in the light of this decision. Such changes may affect any aspects of the stamp duty and stamp duty reserve tax regimes but the 1.5% charges to United Kingdom stamp duty and stamp duty reserve tax referred to in this opinion would seem particularly likely to be affected.



Specific professional advice should be sought before paying the 1.5% United Kingdom stamp duty reserve tax change in any circumstances.

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