

**PRICING SUPPLEMENT**

**BARCLAYS BANK PLC  
BARCLAYS OVERSEAS CAPITAL CORPORATION B.V  
BARCLAYS OVERSEAS INVESTMENT COMPANY B.V  
GBP4,000,000,000  
Debt Issuance Programme**

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**PRICING SUPPLEMENT**

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Barclays Bank PLC  
Series no: 62  
Tranche no: 1  
GBP 50,000,000 6.33 per cent. Subordinated Notes Due 2032

Issue Price: 99.688 per cent.

Barclays Bank PLC

The date of this Pricing Supplement is 23<sup>rd</sup> September, 1999

This Pricing Supplement, under which the Notes described herein (the "Notes") are issued, is supplementary to, and should be read in conjunction with, the Information Memorandum as defined in the Information Memorandum dated 29<sup>th</sup> October, 1998 (which includes the Information Memorandum Addendum dated 29<sup>th</sup> October, 1998 and the Supplementary Listing Particulars dated 18<sup>th</sup> February, 1999, 26<sup>th</sup> April, 1999 and 9<sup>th</sup> August, 1999) issued in relation to the GBP4,000,000,000 Debt Issuance Programme of Barclays Bank PLC, Barclays Overseas Capital Corporation B.V. and Barclays Overseas Investment Company B.V. (the "Programme"). The Notes will be issued on the terms of this Pricing Supplement read together with the Information Memorandum. Terms defined in the Information Memorandum have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purpose of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The terms of the Notes are as follows:

- |     |  |                                  |
|-----|--|----------------------------------|
| 1.  | Issuer:  | Barclays Bank PLC                |
| 2.  | Guarantor:   | Not Applicable                   |
| 3.  | Series no:   | 62                               |
| 4.  | Tranche no:  | 1                                |
| 5.  | Specified currency (or currencies in the case of Dual Currency Notes):   | Pounds Sterling ("GBP")          |
| 6.  | Principal amount of tranche:   | GBP 50,000,000                   |
| 7.  | Interest/Payment Basis; and if more than one, the dates during which each Interest/Payment Basis will apply:                     | Fixed Rate                       |
| 8.  | Whether Senior Notes (unsubordinated) or Capital Notes (subordinated):   | Capital Notes                    |
| 9.  | Condition 3(3) - Deferral of payments to apply (Capital Notes):  | No                               |
| 10. | Specified denomination(s):   | GBP 10,000                       |
| 11. | Issue Date:  | 23 <sup>rd</sup> September, 1999 |
| 12. | Issue Price:   | 99.688 per cent.                 |
| 13. | Partly Paid Notes:   | No                               |
|     | If yes:  |                                  |
| (a) | amount of each payment comprising the Issue Price:   | Not Applicable                   |
| (b) | date on which each payment is to be made:  | Not Applicable                   |
| (c) | last date (if any) before Issuer can elect not to accept payments and forfeit Partly Paid Notes if payments not made:            | Not Applicable                   |
| (d) | last date (if any) before which Partly Paid Notes become forfeit if payments not made:   | Not Applicable                   |
| (e) | default rate of interest on payments not made:   | Not Applicable                   |
| (f) | principal amount on which each Partly Paid Note bears interest (if not the principal amount for the time being paid up thereon): | Not Applicable                   |
| 14. | Interest Commencement Date:  | 23 <sup>rd</sup> September, 1999 |

15.	Maturity Date:	23 <sup>rd</sup> September, 2032
16.	Condition 4(2) - Interest on Fixed Rate Notes to apply (Fixed Rate Notes):	Yes
17.	Rate(s) of Interest (Fixed Rate Notes):	6.33 per cent. per annum
18.	Fixed Interest Payment Date(s) (Fixed Rate Notes):	Annually, every 23 <sup>rd</sup> September in each year, commencing 23 <sup>rd</sup> September, 2000 to and including 23 <sup>rd</sup> September, 2032, subject in each case to adjustment in accordance with the Following Business Day Convention.
19.	Day count fraction (if different to that set out in Condition 4(2)(c)) (Fixed Rate Notes):	30/360, unadjusted
20.	Condition 4(3) - Interest on Floating Rate Notes to apply (Floating Rate Notes):	Not Applicable
21.	Interest Payment Date(s) or Interest Period(s) (Floating Rate Notes):	Not Applicable
22.	Business day convention (if different to that set out in Condition 4(3)(b)) (Floating Rate Notes):	Not Applicable
23.	Additional Business Centre(s) (for the purposes of Condition 4(3)(b) (Floating Rate Notes):	Not Applicable
24.	Basis of determining Rate of Interest (Floating Rate Notes):	Not Applicable
25.	Relevant Screen Page (Floating Rate Notes - Screen Rate Basis):	Not Applicable
26.	ISDA Swap Agreement terms	Not Applicable
	(a) Floating Rate Option:	Not Applicable
	(b) Reset Date (if different to that set out in Condition 4(3)(e)(iv)(A)):	Not Applicable
	(c) Other terms (if any): (Floating Rate Notes - ISDA Basis):	Not Applicable
27.	Relevant Margin (Floating Rate Notes - Screen Rate/ISDA Basis):	Not Applicable
28.	Other basis (if not Screen Rate/ISDA Basis) for determining Rate of Interest (including any fall-back provisions) (Floating Rate Notes):	Not Applicable
29.	Minimum Rate of Interest (Floating Rate Notes):	Not Applicable
30.	Maximum Rate of Interest (Floating Rate Notes):	Not Applicable
31.	Interest Determination Date(s) (if different	Not Applicable

to that set out in Condition 4(4)(d))  
(Floating Rate Notes):

32.	Time for determination of Rate of Interest (if different to that set out in Condition 4(3)(g) (Floating Rate Notes):	Not Applicable
33.	Day count fraction (Floating Rate Notes):	Not Applicable
34.	Index and/or Formula (Indexed Notes):	Not Applicable
35.	(a) Agent, if any, responsible for calculating the principal and/or interest due (Indexed Notes):	Not Applicable
	(b) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable (Indexed Notes):	Not Applicable
36.	(a) Rate of Exchange/method of calculating Rate of Exchange (Dual Currency Notes):	Not Applicable
	(b) Agent, if any responsible for calculating the principal and/or interest due (Dual Currency Notes):	Not Applicable
	(c) Provisions where calculation by reference to Rate of Exchange is impossible or impracticable (Dual Currency Notes):	Not Applicable
	(d) Person at whose option any specified currency or currencies is or are to be payable (Dual Currency Notes):	Not Applicable
37.	Amortisation yield (Zero Coupon Notes):	Not Applicable
38.	Reference price (Zero Coupon Notes):	Not Applicable
39.	Any other formula/basis for determining amount due (Zero Coupon Notes):	Not Applicable
40.	Redemption amount:	Outstanding principal amount
41.	Installment Date(s): (Installment Notes):	Not Applicable
42.	Installment Amount(s): (Installment Notes):	Not Applicable
43.	Redemption at Issuer's option:	No
	(a) optional redemption date(s) (if different to that set out in Condition 5(c)):	Not Applicable
	(b) notice period (if different to that set out in Condition 5(c)):	Not Applicable

(c)	optional redemption amount(s) and method, if any, of calculation of such amount(s):	Not Applicable
(d)	If redeemable in part:	
(i)	minimum optional redemption amount:	Not Applicable
(ii)	maximum optional redemption amount:	Not Applicable
44.	Redemption at Noteholder' option:	No
	If yes:	
(a)	optional redemption date(s):	Not Applicable
(b)	notice period (if different to that set out in Condition 5(d)):	Not Applicable
45.	Early redemption amount(s) payable on redemption for taxation reasons or on an Event of Default and method, if any, of calculation of such amount(s):	Outstanding principal amount
46.	Payments to be made subject to withholding taxes:	No
47.	Payments to be made other than in currency in which due:	No
48.	(a) Relevant Financial Centre Day definition (for the purpose of payments) (if different to that set out in Condition 7(a)):	London
	(b) Relevant Financial Centre definition (for the purpose of payments) (if different to that set out in Condition 7(c)):	Not Applicable
49.	Coupons to be attached to Definitive Notes:	Yes
50.	Talons for further Coupons to be attached to Notes (and dates on which such Talons mature):	No
51.	Receipts to be attached to Installment Notes (Installment Notes):	Not Applicable
52.	Interest in Global Note exchangeable for Definitive Notes at Noteholders' option:	No – Interests in the Permanent Global Note will only be exchangeable for Definitive Notes in the circumstances specified in the Information Memorandum
53.	Details of any other additions or variations to the Conditions:	None
54.	Details of any additions or variations to the selling restrictions:	None

55.	Exchange Date:	3 <sup>rd</sup> November, 1999
56.	Listing:	Yes, London Stock Exchange
57.	Method of Distribution:	Non-syndicated Issue
58.	If Syndicated Issue, names of Lead Managers and other Managers:	Not Applicable
59.	Managers' commission: (Listed Notes):	None
60.	Estimated net proceeds of the issue of the Notes: (Listed Notes)	GBP 49,844,000
61.	Stabilising Manager:	Not Applicable
62.	ISIN Number:	XS0102307724
63.	Common Code:	10230772
64.	Details of additional/alternative clearing system or depositary:	Not Applicable
65.	Details of any variations to the notice provisions set out in the Global Notes:	Not Applicable
66.	In the case of Notes to be listed on the Paris Bourse:	Not Applicable
	(a) The number of Notes to be issued in each specified denomination:	Not Applicable
	(b) Sicovam Number(s) (if any):	Not Applicable
	(c) Paying Agent in France:	Not Applicable
	(d) (i) Address in Paris where documents to be made available for inspection may be inspected:	Not Applicable
	(ii) List of such documents available for inspection:	Not Applicable
	(e) Specialist broker:	Not Applicable
	(f) Responsibility statement for the Pricing Supplement:	Not Applicable

67.(a) Redenomination

The Issuer may, without the consent of the Noteholders or Couponholders, on giving prior notice to the Trustee, the Paying Agents, Euroclear and Cedelbank and at least 30 days' prior notice to the Noteholders in accordance with Condition 14, elect that, with effect from the Redenomination Date specified in the notice, being a date for payment of interest under the Notes falling on or after the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union (the "Treaty") (or if the specified currency of the Notes is the currency of a European Union member state not then participating in such third stage, falling on or after such date as it does so participate), the Notes shall be redenominated in euro.

For the purposes of this pricing supplement, "euro" means the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty.

With effect from the Redenomination Date, notwithstanding any other terms of the Notes:

- (i) The Notes shall (unless already so provided by mandatory provisions of applicable law) be deemed to be redenominated in euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in Sterling, converted into euro at the rate for conversion of Sterling into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations) provided that, if the Issuer determines that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed, the Trustee and the Paying Agents of such deemed amendments.
- (ii) If definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 0.01 (to the extent of any remaining amounts less than euro 1,000), euro 1,000, euro 10,000, euro 100,000 and such other denominations as the Issuer shall determine (with the approval of the Trustee) and notify to Noteholders.
- (iii) If definitive notes have been issued prior to the Redenomination Date, all unmatured Coupons denominated in Sterling (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives a notice (the "Exchange Notice") that replacement euro-denominated Notes and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes so issued will also become void on that date although those Notes will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes and Coupons will be issued in exchange for Sterling Notes and Coupons in such manner as the Issuer may agree with the Trustee and as shall be notified to Noteholders in the Exchange Notice.
- (iv) After the Redenomination Date, all payments in respect of the Notes and Coupons (other than, unless the Redenomination Date is on or after such date as Sterling ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro. Such payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or by a euro cheque.
- (v) The amount of interest due in respect of Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01.
- (vi) If the Notes are Fixed Rate Notes and interest for any period commencing on or after the Redenomination Date is required to be calculated for a period of less than one year, it will be calculated on the basis of the actual number of



days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (A) the number of those days falling in a leap year divided by 366 and (B) the number of those days falling in a non-leap year divided by 365).

- (vii) Such other changes shall be made to the terms of the Notes and the Trust Deed as the Issuer may (with the approval of the Trustee) decide, as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro, (including to enable the Notes to be consolidated with one or more issues of other notes, whether or not originally denominated in Sterling or euro). Any such other changes will not take effect until after they have been notified to the Paying Agents, the stock exchange (if any) on which the Notes may be listed, and to the Noteholders in accordance with Condition 14.
- (c) For the purpose of the Notes the definition of "business day" in Condition 4(3)(b) shall be amended by the deletion of the final part of the definition after the words "or in respect of which interest is payable in," in the fourth line from the end of the paragraph and the insertion of the following:

"euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System ("TARGET") is open or, in the case of Notes denominated in, or in respect of which interest is payable in, a currency other than euro, a day on which banks and foreign exchange markets are open for business in the principal financial centre or centres of the country of such currency".

- (c) For the purpose of the Notes the definition of "Relevant Financial Centre Day" in Condition 7(a)(i) shall be deleted and the following new definition shall be substituted:

"(i) "Relevant Financial Centre Day" means, in the case of any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre or centres for such currency and, in the case of payment in euro, a day on which TARGET is open;"

BARCLAYS BANK PLC

By: .....

Date: ..... 21/09/99