

30 August 2016

## IMPORTANT NOTICE

Dear Sirs

### **Proposed offering of US\$1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) (the "Securities") issued by Barclays PLC (the "Issuer")**

The Issuer is proposing to undertake an offering (the "**Offer**") of the Securities on the terms set out in an offering circular dated 30 August 2016 (the "**Offering Circular**") which is being sent to you with this letter. This letter contains important information relating to restrictions with respect to the offer and sale of the Securities (including pursuant to the PI Rules (as defined below) to retail investors).

### **Restrictions on marketing and sales of the Securities to retail investors**

The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities to retail investors.

In particular, in June 2015, the U.K. Financial Conduct Authority (the "**FCA**") published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, which took effect from 1 October 2015 (the "**PI Instrument**").

Under the rules set out in the PI Instrument (as amended or replaced from time to time, the "**PI Rules**"): (i) certain contingent write-down or convertible securities (including any beneficial interests therein), such as the Securities, must not be sold to retail clients in the EEA; and (ii) there must not be any communication or approval of an invitation or inducement to participate in, acquire or underwrite such securities (or any beneficial interests in such securities) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case, within the meaning of the PI Rules), other than in accordance with the limited exemptions set out in the PI Rules.

Barclays Bank PLC and the other managers (and/or their affiliates) (the "**Managers**") are required to comply with the PI Rules. By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or the Managers, you represent, warrant, agree with and undertake to the Issuer and each of the Managers that:

- (i) you are not a retail client in the EEA (as defined in the PI Rules);
- (ii) whether or not you are subject to the PI Rules, you will not:
  - (a) sell or offer the Securities (or any beneficial interests therein) to retail clients in the EEA; or
  - (b) communicate (including the distribution of the Offering Circular) or approve any invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case, within the meaning of the PI Rules), other than (i) in relation to any sale or offer to sell Securities (or any beneficial interests therein) to a retail client in or resident in the United Kingdom, in circumstances that do not and will not give rise to a contravention of the PI Rules by any person and/or (ii) in relation to any sale or offer to sell Securities (or any beneficial interests therein) to a retail client in any EEA member state other than the United Kingdom, where (a) you have conducted an assessment and concluded that the relevant retail client understands the risks of an investment in the Securities (or any beneficial

interests therein) and is able to bear the potential losses involved in an investment in the Securities (or any beneficial interests therein) and (b) you have at all times acted in relation to such sale or offer in compliance with the Markets in Financial Instruments Directive (2004/39/EC) ("**MiFID**") to the extent it applies to you or, to the extent MiFID does not apply to you, in a manner which would be in compliance with MiFID if it were to apply to you; and

- (iii) you will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), including (without limitation) any such laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) by investors in any relevant jurisdiction.

Potential investors should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Securities (or any beneficial interests therein), including the PI Rules.

Where you are acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein), the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both you as agent and your underlying client(s).

You acknowledge that each of the Issuer and the Managers will rely upon the truth and accuracy of the representations, warranties, agreements and undertakings set forth herein and are entitled to rely upon this letter and are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby. This letter is additional to, and shall not replace, the obligations set out in any pre-existing general engagement terms entered into between you and any one of the Managers relating to the matters set out herein.

Capitalised but undefined terms used in this letter shall have the meaning given to them in the Offering Circular.

This document is not an offer to sell or an invitation to buy any Securities.

Your offer or agreement to buy any Securities will constitute your acceptance of the terms of this letter and your confirmation that the representations and warranties made by you pursuant to this letter are accurate.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence or validity of this letter or any non-contractual obligations arising out of or in connection with this letter) or the consequences of its nullity.

Should you require any further information, please do contact us.

Yours faithfully

**BARCLAYS BANK PLC**  
**and the other Managers**

cc: Barclays PLC

**THIS OFFERING CIRCULAR IS AVAILABLE ONLY TO PERSONS WHO ARE NOT U.S. PERSONS AND WHO ARE LOCATED OUTSIDE OF THE UNITED STATES.**

IMPORTANT: You must read the following before continuing. The following applies to the offering circular following this page (the "**Offering Circular**") and you are therefore advised to read this page carefully before reading, accessing or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from Barclays PLC (the "**Issuer**"), or Barclays Bank PLC (the "**Bookrunner**") Banco Santander, S.A., Danske Bank A/S, Deutsche Bank AG, London Branch, ING Bank N.V., Morgan Stanley & Co. International plc, Scotiabank Europe plc, SMBC Nikko Capital Markets Limited, Société Générale, UBS Limited and Wells Fargo Securities International Limited (together, the "**Joint Lead Managers**") and Banco Bilbao Vizcaya Argentaria, S.A., Coöperatieve Rabobank U.A. (Rabobank), Standard Chartered Bank, The Toronto-Dominion Bank and United Overseas Bank Limited (together, the "**Co-Lead Managers**" and, together with the Bookrunner and the Joint Lead Managers, the "**Managers**") as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED IN THE OFFERING CIRCULAR.

The securities referred to in the Offering Circular are not intended to be sold and should not be sold to retail clients in the European Economic Area, as defined in the rules set out in the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, as amended or replaced from time to time, other than in circumstances that do not and will not give rise to a contravention of those rules by any person. Prospective investors are referred to the section headed "*Restrictions on marketing and sales to retail investors*" on pages 1-2 of the Offering Circular for further information.

**Confirmation of your representation:** In order to be eligible to view the Offering Circular or make an investment decision with respect to the securities being offered, prospective investors must be located outside the United States. The Offering Circular is being sent to you at your request, and by accessing the Offering Circular you shall be deemed to have represented to the Issuer and the Managers that (1) you and any customers you represent are purchasing the securities being offered in an offshore transaction (within the meaning of Regulation S under the Securities Act) and the electronic mail address that you have provided and to which this e-mail has been delivered is not located in the United States, its territories and possessions, any State of the United States or the District of Columbia and (2) you consent to delivery of the Offering Circular by electronic transmission.

You are reminded that the Offering Circular has been delivered to you on the basis that you are a person into whose possession the Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Offering Circular to any other person.

The materials relating to this offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer, and a Manager or any affiliate of a Manager is a licensed broker or dealer in the relevant jurisdiction, the offering shall be deemed to be made by such Manager or such affiliate on behalf of the Issuer in such jurisdiction.

The Offering Circular does not constitute an offer of the securities to the public in the United Kingdom. The Offering Circular is only being distributed to and is only directed at (i) persons who are outside the United Kingdom; (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); (iii) high net worth entities falling within Article 49(2)(a) to (d) of the Order; or (iv) other persons to whom it may lawfully be communicated (all such persons in (i), (ii), (iii) and (iv) above together being referred to as "**relevant persons**"). The securities are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on the Offering Circular or any of its contents.

**Barclays Bank PLC, a wholly-owned indirect subsidiary of the Issuer, is the sole structuring adviser, sole bookrunner and a Manager. Accordingly, the Issuer is a "related issuer" of Barclays Bank PLC as such term is defined in the Canadian National Instrument 33-105 *Underwriting Conflicts*.** The decision to distribute the securities was made by the Issuer and the determination of the terms of the distribution was negotiated between the Managers, including the Bank, and the Issuer. See "*Use of Proceeds*" on page 78 of the Offering Circular for further information.

The Offering Circular has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer and the Managers, any person who controls them or any director, officer, employee or agent of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard copy version available to you on request from the Managers.

OFFERING CIRCULAR DATED 30 AUGUST 2016



**BARCLAYS PLC**

*(incorporated with limited liability in England and Wales)*

**US\$1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter)**

Barclays PLC (the "**Issuer**") is issuing US\$1,500,000,000 aggregate principal amount of 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) (the "**Securities**") at an issue price of 99.996 per cent.

From (and including) the date of issuance to (but excluding) 15 March 2022 (such date and each fifth anniversary date thereafter being a "**Reset Date**"), the interest rate on the Securities will be 7.875 per cent. per annum. From (and including) each Reset Date to (but excluding) the next following Reset Date, the applicable per annum interest rate will be equal to the sum of the applicable Mid-Market Swap Rate (as defined herein) on the relevant Reset Determination Date (as defined herein) and 6.772 per cent. **The interest rate following any Reset Date may be less than the initial interest rate and/or the interest rate that applies immediately prior to such Reset Date.** Subject to the conditions set out herein, interest, if any, will be payable quarterly in arrear on 15 March, 15 June, 15 September and 15 December of each year (each, an "**Interest Payment Date**"), commencing on 15 December 2016. A payment made on 15 December 2016, if any, would be in respect of the period from (and including) 31 August 2016 to (but excluding) 15 December 2016 (and thus a long first interest period).

**Interest on the Securities will be due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. In certain circumstances, the Issuer shall be restricted from making an interest payment (in whole or in part) on the Securities on an Interest Payment Date and the interest payable in respect of any such Interest Payment Date shall be deemed cancelled (in whole or in part) and therefore not due and payable. Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled or deemed cancelled in accordance with the terms of the Securities.**

**The Securities are perpetual and have no fixed maturity or fixed redemption date. As a result of the fact that the Securities are perpetual securities and that interest on the Securities will be due and payable only at the Issuer's sole discretion and that the Issuer may cancel (in whole or in part) any interest payment at any time, the Issuer is not required to make any payment of the principal amount of the Securities at any time prior to its winding-up or administration and Holders (as defined herein) may not receive interest on any Interest Payment Date.**

The rights and claims of the Holders will be subordinated to the claims of Senior Creditors (as defined herein).

Subject to certain conditions, the Issuer may, at its option, redeem the Securities, in whole but not in part, on any Reset Date (or at any time in the event of a change in certain U.K. regulatory capital requirements or upon the occurrence of certain tax events as described herein) at 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled as described herein) to (but excluding) the date fixed for redemption.

**If a Capital Adequacy Trigger Event (as defined herein) occurs, then an Automatic Conversion (as defined herein) will occur on the Conversion Date (as defined herein), at which point all of the Issuer's obligations under the Securities (other than certain Issuer obligations in connection with the Conversion Shares Offer (as defined herein), if any, which are referred to herein as the CSO Obligations) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares (as defined herein) to the Conversion Shares Depository (as defined herein) (or other relevant recipient as set out herein), and under no circumstances shall such released obligations be reinstated. The Conversion Shares shall initially be registered in the name of the Conversion Shares Depository (which shall hold the Conversion Shares on behalf of the Holders or the relevant recipient in accordance with the terms of Securities). The Issuer may elect, in its sole and absolute discretion, that a Conversion Shares Offer be made by the Conversion Shares Depository to all or some of the then existing shareholders of the Issuer. The realisable value of any Conversion Shares received by a Holder following an Automatic Conversion may be significantly less than the Conversion Price (as defined herein) of US\$1.99 initially and/or the Conversion Shares Offer Price (as defined herein) of £1.50 initially, and Holders could lose all or part of their investment in the Securities as a result of the Automatic Conversion.**

Following an Automatic Conversion, the Securities shall remain in existence until the applicable Cancellation Date (as defined herein) for the sole purpose of evidencing (a) the Holder's right to receive Conversion Shares or Conversion Shares Offer Consideration (as defined herein), as applicable, from the Conversion Shares Depository and (b) the Issuer's CSO Obligations, if any.

Application has been made for the Securities to be provisionally admitted to trading on the main standard of the SIX Swiss Exchange AG ("**SIX Swiss Exchange**") from 31 August 2016. Application will be made to the SIX Swiss Exchange for listing of the Securities. The Securities are a new issue of securities and have no established trading market. There can be no assurance that an active trading market in the Securities will develop, and any trading market that does develop may not be liquid. All notices regarding the Securities shall be published by Niederer Kraft & Frey AG on behalf of the Issuer (i) on the internet site of SIX Swiss Exchange (where notices are currently published under the address <https://www.six-exchange-regulation.com/en/home/publications/official-notices.html>) or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange.

The Securities are not intended to be sold and should not be sold to retail clients in the EEA, as defined in the rules set out in the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, as amended or replaced from time to time, other than in circumstances that do not and will not give rise to a contravention of those rules by any person. Prospective investors are referred to the section headed "*Restrictions on marketing and sales to retail investors*" on pages 1-2 of this Offering Circular for further information.

This Offering Circular does not constitute a prospectus for the purposes of Directive 2003/71/EC, as amended and, in accordance with such Directive, no prospectus is required in connection with the issuance of the Securities.

The Securities have not been, and will not be, registered under the United States Securities Act of 1933 (the "**Securities Act**") and are subject to United States tax law requirements. The Securities are being offered outside the United States by the Managers (as defined in "*Subscription and Sale*") in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Securities will be in registered form in denominations of US\$200,000 and integral multiples of US\$1,000 in excess thereof. The Securities will be represented by a global certificate deposited with a common depository for Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or Euroclear Bank SA/NV ("**Euroclear**" and, together with Clearstream, Luxembourg, the "**Clearing Systems**") and registered in the name of such depository or its nominee. Beneficial interests in the Securities will be held through Clearstream, Luxembourg and/or Euroclear and their respective direct and indirect participants, and such direct and indirect participants will record beneficial interests on their books. The Issuer will not issue individual certificates in respect of the Securities except in limited circumstances set out in "*Forms of the Securities*" below. Settlement of the Securities will occur through the Clearing Systems against payment for value on 31 August 2016.

The Securities are expected on issue to be rated B+ by Standard & Poor's Credit Market Services Europe Limited ("**Standard & Poor's**"), BB+ by Fitch Ratings Ltd. ("**Fitch**") and Ba2 by Moody's Investors Service Ltd. ("**Moody's**"). Each of Standard & Poor's, Fitch and Moody's is established in the European Union and registered under Regulation (EC) No 1060/2009, as amended. **A security rating is not a recommendation to buy, sell or hold Securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

***Investing in the Securities involves significant risks.*** For more information, see the section entitled "*Risk Factors*", and the information included and incorporated by reference in this Offering Circular for a discussion of the factors investors should carefully consider before deciding to invest in the Securities.

**Investors should reach their own investment decision about the Securities only after consultation with their own financial and legal advisers about risks associated with an investment in the Securities and the suitability of investing in the Securities in light of the particular characteristics and terms of the Securities, which are complex in structure and operation, and in light of each investor's particular financial circumstances.**

*Sole Structuring Adviser and Sole Bookrunner*

**Barclays**

*Joint Lead Managers*

**Danske Bank  
Morgan Stanley  
SMBC Nikko**

**Deutsche Bank  
Santander Global Corporate Banking  
Société Générale  
Corporate & Investment Banking  
Wells Fargo Securities**

**ING  
Scotiabank  
UBS Investment Bank**

*Co-Lead Managers*

**Banco Bilbao Vizcaya  
Argentaria, S.A.**

**Rabobank**

**Standard Chartered Bank**

**TD Securities**

**United Overseas Bank Limited**

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## IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Offering Circular and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Circular, to the best of the Issuer's knowledge, is in accordance with the facts and contains no omission likely to affect its import.

This Offering Circular must be read and construed with any information incorporated by reference herein (see "*Information Incorporated by Reference*" below).

The Issuer has confirmed to the Managers (as defined in "*Subscription and Sale*" below) that this Offering Circular contains all information which is (in the context of the issue, offering and sale of the Securities) material with regard to the Issuer and its subsidiaries, such information is true and accurate in all material respects and is not misleading in any material respect and does not omit to state any other fact required to be stated herein or the omission of which would make any information contained herein misleading in any material respect and all reasonable enquiries have been made to ascertain such facts and to verify the accuracy of all such information.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer, the Group (as defined below) or the Securities other than as contained in this Offering Circular or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer or the Managers.

Neither the Managers nor any of their respective affiliates have authorised the whole or any part of this Offering Circular and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Offering Circular. Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Security shall in any circumstances create any implication that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the Issuer's or Group's condition (financial or otherwise) since the date of this Offering Circular.

This Offering Circular does not constitute an offer of, or an invitation to subscribe for or purchase, any Securities.

The Securities are being issued by Barclays PLC which is not a bank authorised under the Banking Act 1959 (Cth) of Australia.

The distribution of this Offering Circular and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer and by the Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and on distribution of this Offering Circular and other offering material relating to the Securities, see "*Subscription and Sale*".

### **Restrictions on marketing and sales to retail investors**

The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities to retail investors.

In particular, in June 2015, the U.K. Financial Conduct Authority (the "**FCA**") published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, which took effect from 1 October 2015 (the "**PI Instrument**").

Under the rules set out in the PI Instrument (as amended or replaced from time to time, the "**PI Rules**"), (i) certain contingent write-down or convertible securities (including any beneficial interests therein), such as the Securities, must not be sold to retail clients in the EEA and (ii) there must not be any communication or approval of an invitation or inducement to participate in, acquire or underwrite such securities (or the beneficial interest in such securities) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case, within the meaning of the PI Rules), other than in accordance with the limited exemptions set out in the PI Rules.

The Managers (and/or their affiliates) are required to comply with the PI Rules. By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or the Managers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Managers that:

1. it is not a retail client in the EEA (as defined in the PI Rules);
2. whether or not it is subject to the PI Rules, it will not (A) sell or offer the Securities (or any beneficial interests therein) to retail clients in the EEA or (B) communicate (including the distribution of this Offering Circular) or approve an invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of the PI Rules), in any such case other than (i) in relation to any sale or offer to sell Securities (or any beneficial interests therein) to a retail client in or resident in the United Kingdom, in circumstances that do not and will not give rise to a contravention of the PI Rules by any person and/or (ii) in relation to any sale or offer to sell Securities (or any beneficial interests therein) to a retail client in any EEA member state other than the United Kingdom, where (a) it has conducted an assessment and concluded that the relevant retail client understands the risks of an investment in the Securities (or any beneficial interests therein) and is able to bear the potential losses involved in an investment in the Securities (or any beneficial interests therein) and (b) it has at all times acted in relation to such sale or offer in compliance with the Markets in Financial Instruments Directive (2004/39/EC) ("**MiFID**") to the extent it applies to it or, to the extent MiFID does not apply to it, in a manner which would be in compliance with MiFID if it were to apply to it; and
3. it will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), including (without limitation) any such laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) by investors in any relevant jurisdiction.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or the Managers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

The Securities are complex financial instruments and such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in the Securities should determine the suitability of such investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Offering Circular;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (iii) understand thoroughly the terms of the Securities, such as the provisions governing an Automatic Conversion (including, in particular, the circumstances under which a Capital Adequacy Trigger Event may occur) and the situations in which interest payments may be cancelled or deemed cancelled; and
- (iv) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to

determine whether and to what extent: (i) Securities are legal investments for it; (ii) Securities can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Securities under any applicable risk-based capital or similar rules.

Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Offering Circular or incorporated by reference herein.

In this Offering Circular, unless otherwise specified, references to a **"Member State"** are references to a Member State of the European Economic Area (the **"EEA"**), references to **"£"**, **"sterling"** and **"pounds sterling"** are to the lawful currency for the time being of the United Kingdom (the **"U.K."**), references **"euro"** are to the currency introduced at the start of the third stage of European economic and monetary union, as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, references to **"US\$"**, **"\$"**, **"U.S. dollars"** or **"dollars"** are to the lawful currency for the time being of the United States of America and references to **"Clearstream, Luxembourg"**, **"Euroclear"** or the **"Clearing Systems"** shall include any successor clearing systems. For purposes of this Offering Circular, the term **"Group"** shall mean Barclays PLC (or any successor entity) and its consolidated subsidiaries, unless the context indicates otherwise. References to the **"Bank"** shall mean Barclays Bank PLC. The term **"PRA"** shall mean the Prudential Regulation Authority of the U.K. or such other governmental authority in the U.K. (or if Barclays PLC becomes domiciled in a jurisdiction other than the U.K., such other jurisdiction) having primary responsibility for the prudential supervision of Barclays PLC.

**In connection with the issue of the Securities, Barclays Bank PLC (the "Stabilising Manager") (or persons acting on behalf of the Stabilising Manager) may over allot Securities or effect transactions with a view to supporting the price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Securities is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Securities and 60 days after the date of the allotment of the Securities. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.**

## OVERVIEW

*This overview must be read as an introduction to this Offering Circular and any decision to invest in the Securities should be based on a consideration of the Offering Circular as a whole, including the documents incorporated by reference herein.*

*This overview refers to certain provisions of the Terms and Conditions of the Securities and is qualified by the more detailed information contained elsewhere in this Offering Circular. Words and expressions defined in the section entitled "Terms and Conditions of the Securities" have the same meanings in this overview.*

*Investing in the Securities involves significant risk. For a discussion of certain risks that should be considered in connection with an investment in the Securities, see "Risk Factors" beginning on page 14 of this Offering Circular.*

<b>The Issuer</b>	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 its two home markets of the U.K. and the U.S. Following the March 2016 Group Strategy Update (as defined below), the Group is focused on two core divisions: Barclays UK and Barclays Corporate & 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 Corporate & 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.
<b>The Securities</b>	US\$1,500,000,000 aggregate principal amount of 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter).
<b>Issue Date</b>	31 August 2016.
<b>Perpetual Securities</b>	The Securities are perpetual securities and have no fixed maturity or fixed redemption date.
<b>Issue Price</b>	99.996 per cent.
<b>Interest Rate</b>	From (and including) the date of issuance to (but excluding) 15 March 2022, the interest rate on the Securities will be 7.875 per cent. per annum. From (and including) each Reset Date to (but excluding) the next following Reset Date, the applicable per annum interest rate will be equal to the sum of the applicable Mid-Market Swap Rate (as defined herein) on the relevant Reset Determination Date (as defined herein) and 6.772 per cent.
<b>Reset Date</b>	15 March 2022 and each fifth anniversary date thereafter, commencing 15 March 2027.
<b>Reset Determination Date</b>	The second Payment Business Day immediately preceding each Reset Date.
<b>Interest Payment Dates</b>	15 March, 15 June, 15 September and 15 December of each year, commencing on 15 December 2016. A payment made on 15 December 2016, if any, would be in respect of the period from (and including) 31 August 2016 to (but excluding) 15 December 2016 (and thus a long first interest period).

**Interest Payments  
Discretionary**

Interest on the Securities is due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid) and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

See also "*—Effect of Interest Cancellation*" and "*—Notice of Interest Cancellation*" below.

**Restriction on Interest  
Payments**

Subject to the extent permitted in the following paragraph in respect of partial interest payments, the Issuer shall not make an interest payment on the Securities on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date) if:

- (a) the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of (i) all distributions or interest payments made or declared by the Issuer since the end of the last financial year and prior to such Interest Payment Date on or in respect of any Parity Securities, the Securities and any Junior Securities and (ii) all distributions or interest payments payable by the Issuer (and not cancelled or deemed cancelled) on such Interest Payment Date (x) on the Securities and (y) on or in respect of any Parity Securities, in the case of each of (i) and (ii), excluding any payments already accounted for in determining the Distributable Items; or
- (b) the Solvency Condition (as defined under "*—Status*" below) is not satisfied in respect of such interest payment.

The Issuer may, in its sole discretion, elect to make a partial interest payment on the Securities on any Interest Payment Date, only to the extent that such partial interest payment may be made without breaching the restrictions in paragraphs (a) and (b) above.

**"Distributable Items"** shall have the meaning assigned to such term in CRD IV as interpreted and applied in accordance with the Capital Regulations then applicable to the Issuer, but amended so that for so long as there is any reference therein to "before distributions to holders of own funds instruments" it shall be read as a reference to "before distributions to holders of Parity Securities, the Securities or any Junior Securities". Under CRD IV, as at the date hereof, "distributable items" means the amount of the profits at the end of the latest financial year plus any profits brought forward and reserves available for that purpose before distributions to holders of own funds instruments less any losses brought forward, profits which are non-distributable pursuant to provisions in legislation or the institution's by-laws and sums placed to non-distributable reserves in accordance with applicable national law or the statutes of the institution, those losses and reserves being determined on the basis of the individual accounts of the institution and not on the basis of the consolidated accounts.

**"Junior Securities"** means any ordinary shares, securities or other obligations (including any guarantee, credit support or similar undertaking) of the Issuer ranking, or expressed to rank, junior to the Securities in a winding-up or administration of the Issuer.

**"Parity Securities"** means any preference shares, securities or other obligations (including any guarantee, credit support or similar undertaking) of the Issuer ranking, or expressed to rank, *pari passu* with the Securities in a winding-up or administration of the Issuer.

See also "*Effect of Interest Cancellation*" and "*Notice of Interest Cancellation*" below.

**Effect of Interest Cancellation**

Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled or deemed cancelled in accordance with the provisions described under "*Interest Payments Discretionary*" and "*Restriction on Interest Payments*" above. Any interest cancelled or deemed cancelled (in each case, in whole or in part) in the circumstances described above shall not be due and shall not accumulate or be payable at any time thereafter, and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation or deemed cancellation. The Issuer may use such cancelled payments without restriction to meet its obligations as they fall due.

**Notice of Interest Cancellation**

The Issuer shall provide notice of any cancellation or deemed cancellation of interest (in whole or in part) to the Holders and to the Trustee and the Principal Paying Agent as soon as possible. If practicable, the Issuer shall endeavour to provide such notice at least five business days prior to the relevant Interest Payment Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation or deemed cancellation of interest, or give Holders any rights as a result of such failure.

**Status**

The Securities constitute direct, unsecured and subordinated obligations of the Issuer, ranking *pari passu* without any preference among themselves. The rights and claims of the Holders in respect of or arising from the Securities (including any damages (if payable)) are subordinated to the claims of Senior Creditors.

If:

- (a) an order is made, or an effective resolution is passed, for the winding-up of the Issuer (except in any such case for a solvent winding-up solely for the purpose of a merger, reconstruction or amalgamation); or
- (b) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend,

then, (1) if such events specified in (a) or (b) above occur before the date on which a Capital Adequacy Trigger Event occurs, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to a Holder if, on the day prior to the commencement of the winding-up or such administration and thereafter, such Holder were the holder of the most senior class of preference shares in the capital of the Issuer, having an equal right to a return of assets in the winding-up or such administration to, and so ranking *pari passu* with, the holders of such class of preference shares (if any) from time to time issued by the Issuer that has a preferential right to a return of assets in the winding-up or such administration, and so ranking ahead of the holders of all other classes of issued shares for the time being in the capital of the Issuer, but ranking junior to the claims of Senior Creditors, and on the assumption that the amount that such Holder was entitled to receive in respect of such preference shares, on a return of assets in such winding-up or such administration, was an amount equal to the principal amount of the

relevant Security together with any damages (if payable) and (2) if such events specified in (a) or (b) above occur on or after the date on which a Capital Adequacy Trigger Event occurs but before the Conversion Date, then for the purposes of determining the claim of a Holder in such winding-up or such administration, the Conversion Date in respect of an Automatic Conversion shall be deemed to have occurred immediately before the occurrence of such events specified in (a) or (b) above.

Furthermore, other than in the event of a winding-up or administration of the Issuer referred to above, payments in respect of or arising from the Securities are conditional upon the Issuer being solvent at the time of payment by the Issuer and in that no sum in respect of or arising from the Securities may fall due and be paid except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (such condition referred to herein as the "**Solvency Condition**"). The Issuer shall be considered to be solvent at a particular point in time if (i) it is able to pay its debts owed to Senior Creditors as they fall due and (ii) the Balance Sheet Condition has been met.

A certificate as to whether or not the Issuer is solvent at any particular point in time by two Authorised Signatories shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct and sufficient evidence thereof.

**"Senior Creditors"** means creditors of the Issuer (i) who are unsubordinated creditors; (ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the winding-up or administration of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise; or (iii) whose claims are, or are expressed to be, junior to the claims of other creditors of the Issuer, whether subordinated or unsubordinated, other than those whose claims rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Holders.

The "**Balance Sheet Condition**" shall be satisfied in relation to the Issuer if the value of its assets is at least equal to the value of its liabilities (taking into account its contingent and prospective liabilities), according to the criteria that would be applied by the High Court of Justice of England and Wales (or the relevant authority of such other jurisdiction in which the Issuer may be organised) in determining whether the Issuer is "unable to pay its debts" under section 123(2) of the U.K. Insolvency Act 1986 or any amendment or re-enactment thereof (or in accordance with the corresponding provisions of the applicable laws of such other jurisdiction in which the Issuer may be organised).

In addition, see "*Risk Factors—Risks relating to the Securities - 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 the Bank) upon the liquidation of such subsidiaries and the extent to which the Issuer suffers losses if it or any of its subsidiaries (including the 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 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 Securities and each Holder shall, by virtue of its holding of any Securities, be deemed to have waived all such rights of set-off, compensation or retention.

#### **Optional Redemption**

The Issuer may, at its option, redeem the Securities, in whole but not in part, on any Reset Date at 100 per cent. of their principal amount, together with

any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled as described under "*Interest Payments Discretionary*" or "*Restriction on Interest Payments*" above) to (but excluding) the date fixed for redemption. Any optional redemption will be subject, among other things, to the provisions described under "*Notice of Redemption*" and "*Condition to Redemption*" below.

#### **Regulatory Event Redemption**

If there is a change in the regulatory classification of the Securities that occurs on or after the Issue Date and that does, or would be likely to, result in the whole or any part of the outstanding aggregate principal amount of the Securities at any time being excluded from, or ceasing to count towards, the Group's Tier 1 Capital (a "**Regulatory Event**"), the Issuer may, at its option, at any time redeem the Securities, in whole but not in part, at a redemption price equal to 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled under "*Interest Payments Discretionary*" or "*Restriction on Interest Payments*" above) to (but excluding) the date fixed for redemption. Any redemption upon the occurrence of a Regulatory Event will be subject, among other things, to the provisions described under "*Notice of Redemption*" and "*Condition to Redemption*" below.

"**Tier 1 Capital**" means Tier 1 capital for the purposes of the Capital Regulations (as defined herein).

#### **Tax Redemption**

The Issuer may, at any time, at its option, redeem the Securities, in whole but not in part, if the Issuer determines 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 Securities, including a decision of any court or tribunal which becomes effective on or after the issue date of the Securities (and, in the case of a Successor Entity, which becomes effective on or after the date of that entity's assumption of the Issuer's obligations):

- (a) the Issuer will or would be required to pay Holders Additional Amounts (as defined herein);
- (b) the Issuer would not be entitled to claim a deduction in respect of any payments in computing its taxation liabilities or the value of the deduction would be materially reduced;
- (c) the Issuer would not, as a result of the Securities 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 the Issuer is 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 Securities or any similar system or systems having like effect as may from time to time exist); or
- (d) the Issuer would, in the future, have to bring into account a taxable credit if the principal amount of the Securities was written down or the Securities were converted into Conversion Shares,

(each such change in tax law or regulation or the official application thereof, a "**Tax Event**"), at a price equal to 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled as described under "*Interest Payments Discretionary*" or "*Restriction on Interest Payments*" above) 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 the

Issuer taking reasonable measures available to it.

Any redemption as a result of a Tax Event will also be subject, among other things, to the provisions described under "*Notice of Redemption*" and "*Condition to Redemption*" below.

**Notice of Redemption**

Any redemption of the Securities shall be subject to the Issuer providing not less than 30 days' nor more than 60 days' prior notice to the Holders and to the Trustee and the Principal Paying Agent (such notice being irrevocable except in the limited circumstances described in the following paragraph) specifying the Issuer's election to redeem the Securities and the date fixed for such redemption. The Issuer shall not be entitled to deliver a notice of redemption after an Automatic Conversion Notice has been delivered.

If the Issuer has elected to redeem the Securities but the Solvency Condition is not satisfied in respect of the relevant redemption payment on the applicable redemption date, 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. In addition, if the Issuer has elected to redeem the Securities but prior to the payment of the redemption amount with respect to such redemption a Capital Adequacy Trigger Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and an Automatic Conversion shall occur as described under "*Automatic Conversion Upon Capital Adequacy Trigger Event*" below.

**Condition to Redemption**

Notwithstanding any other provision, the Issuer may redeem the Securities (and give notice thereof to the Holders) only if the Issuer has obtained the PRA's prior consent (if such consent is then required by the Capital Regulations) for the redemption of the Securities.

**Condition to Repurchase**

The Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding Securities at any price in the open market or otherwise in accordance with the Capital Regulations applicable to the Group in force at the relevant time, and subject to the prior consent of the PRA (if such consent is then required by the Capital Regulations) and to applicable law and regulation.

**Capital Adequacy Trigger Event**

A "**Capital Adequacy Trigger Event**" shall occur if at any time the fully loaded CET1 Ratio (as defined herein) is less than 7.00 per cent. Whether a Capital Adequacy Trigger Event has occurred at any time shall be determined by the Issuer and such determination shall be binding on the Trustee and the Holders.

**Conversion Price**

The Conversion Price of the Securities is fixed at US\$1.99 per Conversion Share, subject to certain anti-dilution adjustments (the "**Conversion Price**"). On the date of issue of the Securities, the Conversion Price shall be equivalent to the Conversion Shares Offer Price translated into U.S. dollars at an exchange rate of £1.00 = US\$1.3234.

**Conversion Shares Offer Price**

The Conversion Shares Offer Price of the Securities is fixed at £1.50 per Conversion Share, subject to certain anti-dilution adjustments (the "**Conversion Shares Offer Price**").

**Automatic Conversion Upon Capital Adequacy Trigger Event**

If a Capital Adequacy Trigger Event occurs, then an Automatic Conversion will occur on the Conversion Date, at which point all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with the terms of the

Securities) on the Conversion Date at the Conversion Price, and under no circumstances shall such released obligations be reinstated. The Automatic Conversion shall occur without delay upon the occurrence of a Capital Adequacy Trigger Event.

The Conversion Shares shall initially be registered in the name of the Conversion Shares Depository (which shall hold the Conversion Shares on behalf of the Holders) or the relevant recipient in accordance with the terms of the Securities and each Holder shall be deemed to have irrevocably directed the Issuer to issue the Conversion Shares corresponding to the conversion of its holding of Securities to the Conversion Shares Depository (or to such other relevant recipient).

The Issuer shall immediately inform the PRA of the occurrence of a Capital Adequacy Trigger Event and shall deliver an Automatic Conversion Notice to the Trustee, the Principal Paying Agent and to the Holders.

**Effect of Automatic Conversion**

Following an Automatic Conversion, no Holder will have any rights against the Issuer with respect to the repayment of the principal amount of the Securities or the payment of interest or any other amount on or in respect of such Securities, which liabilities of the Issuer shall be irrevocably and automatically released and, accordingly, the principal amount of the Securities shall equal zero at all times thereafter. Any interest in respect of an interest period ending on any Interest Payment Date falling between the date of a Capital Adequacy Trigger Event and the Conversion Date shall be deemed to have been cancelled upon the occurrence of such Capital Adequacy Trigger Event and shall not be due and payable.

Following the issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with the terms of the Securities, as applicable) on the Conversion Date, the Securities shall remain in existence until the applicable Cancellation Date for the sole purpose of evidencing (a) the Holder's right to receive Conversion Shares or Conversion Shares Offer Consideration, as applicable, from the Conversion Shares Depository (or such other relevant recipient) and (b) the Issuer's CSO Obligations, if any. The Issuer currently expects that beneficial interests in the Securities will be transferable until the Suspension Date and that any trades in the Securities would clear and settle through the Clearing Systems until such date. However, there is no guarantee that an active trading market will exist for the Securities following the Automatic Conversion. The Securities will cease to be admitted to trading on the SIX Swiss Exchange after the Suspension Date.

Provided that the Issuer issues the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient as described herein) in accordance with the terms of the Securities, with effect from the Conversion Date, Holders shall have recourse only to the Conversion Shares Depository (or to such other relevant recipient, as applicable) for the delivery to them of Conversion Shares or, if the Issuer elects that a Conversion Shares Offer be made as described under "*—Conversion Shares Offer*" below, of any Conversion Shares Offer Consideration to which such Holders are entitled as described herein.

The Securities are not convertible into Conversion Shares at the option of the Holders at any time.

**Automatic Conversion Procedure**

If a Capital Adequacy Trigger Event has occurred, the Issuer shall deliver an Automatic Conversion Notice to the Trustee, the Principal Paying Agent and to the Holders as soon as practicable after such time.

Notwithstanding Condition 16 (*Notices*), the date on which the Automatic

Conversion Notice shall be deemed to have been given shall be the date on which it is dispatched by the Issuer to the Trustee and the Holders.

#### **Conversion Shares**

The number of Conversion Shares to be issued to the Conversion Shares Depository on the Conversion Date shall be determined by dividing the aggregate principal amount of the Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date by the Conversion Price rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued following an Automatic Conversion and no cash payment will be made in lieu thereof.

Upon Automatic Conversion on the Conversion Date, the number of Conversion Shares to be held by the Conversion Shares Depository for the benefit of each Holder shall be the number of Conversion Shares thus calculated multiplied by a fraction equal to the aggregate amount of the Authorised Denomination of the Securities held by such Holder divided by the aggregate amount of the Authorised Denomination of all Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date rounded down, if necessary, to the nearest whole number of Conversion Shares.

#### **Conversion Shares Offer**

No later than 10 business days following the Conversion Date, the Issuer may, in its sole and absolute discretion, elect that the Conversion Shares Depository make an offer of all or some of the Conversion Shares to all or some of the Issuer's ordinary shareholders at such time at a cash price per Conversion Share equal to the Conversion Shares Offer Price, subject as provided in "*Terms and Conditions of the Securities – Automatic Conversion – Conversion Share Offer*" (the "**Conversion Shares Offer**"). The Issuer may, on behalf of the Conversion Shares Depository, appoint a Conversion Shares Offer Agent to act as placement or other agent to facilitate the Conversion Shares Offer. The Issuer will deliver a Conversion Shares Offer Notice to the Trustee directly and to the Holders within 10 business days following the Conversion Date specifying whether or not it has elected that a Conversion Shares Offer be conducted. If so elected, the Conversion Shares Offer Period, during which the Conversion Shares Offer may be made, shall end no later than 40 business days after the delivery of the Conversion Shares Offer Notice.

The Issuer reserves the right, in its sole and absolute discretion, to terminate the Conversion Shares Offer at any time during the Conversion Shares Offer Period by providing at least three business days' notice to the Trustee directly and to Holders.

Upon completion of the Conversion Shares Offer, the Issuer or the Conversion Shares Depository will provide notice to the Trustee and the Holders of the composition of the Conversion Shares Offer Consideration (and of the deductions to the cash component, if any, of the Conversion Shares Offer Consideration (as set out in the definition of Conversion Shares Offer Consideration)) per US\$1,000 denomination of the Securities.

In the Barclays PLC Notice of Annual General Meeting dated 10 March, 2016, the Issuer informed its shareholders of its intention to include in the terms of securities such as the Securities, if permitted by law and regulation, a mechanism providing for a conversion share offer such as that described above. The Conversion Shares Offer may be conducted at the election of the Issuer, in its sole and absolute discretion, on the terms described above. The Issuer currently expects that in determining whether or not a Conversion Shares Offer shall be conducted and, if one is to be conducted, how and to whom such Conversion Shares Offer shall be made, the directors of the Issuer would, in accordance with their duties, have regard to a variety of

matters, including, without limitation, the interests of the Issuer's shareholders, taken as a whole, and the potential impact of a Conversion Shares Offer on the Issuer's financial stability. Further, neither the occurrence of a Capital Adequacy Trigger Event nor, following the occurrence of a Capital Adequacy Trigger Event, the election (if any) by the Issuer to undertake a Conversion Shares Offer on the terms set out herein, shall preclude the Issuer from undertaking a rights issue at any time on such terms as the Issuer deems appropriate, at its sole discretion, including, for the avoidance of doubt, the offer of ordinary shares at or below the Conversion Shares Offer Price.

**Settlement Procedures:**

The Conversion Shares or the Conversion Shares Offer Consideration, as applicable, will be delivered to Holders pursuant to the procedures set forth in "*Terms and Conditions of the Securities—Automatic Conversion—Settlement Procedure*" below and (a) the Conversion Shares or Conversion Share component, if any, of any Conversion Shares Offer Consideration, as applicable, will be delivered to Holders on the applicable Settlement Date, (b) the cash component, if any, of any Conversion Shares Offer Consideration will be paid to the Holders by (i) U.S. dollar cheque drawn on a bank that processes payments in U.S. dollars and mailed to their address shown on the Register on or around the date on which the Conversion Shares Offer Period ends, or (ii) if the relevant Conversion Shares Settlement Notice is delivered to the Conversion Shares Depository before the end of the Conversion Shares Offer Period, by transfer, on or around the date on which the Conversion Shares Offer Period ends, to such U.S. dollar account maintained by the payee with a bank that processes payments in U.S. dollars as the Holders may direct in such notice and (c) the Securities shall be cancelled on the applicable Cancellation Date.

The Issuer expects that, on the Suspension Date, each of the Clearing Systems shall block all positions relating to the Securities held in such Clearing System, which will suspend all clearance and settlement of transactions in the Securities through such Clearing System. As a result, Holders will not be able to settle the transfer of any Securities through such Clearing System following the Suspension Date with respect to such Clearing System, and any sale or other transfer of the Securities that a Holder may have initiated prior to the Suspension Date with respect to such Clearing System that is scheduled to match or settle after the Suspension Date will be rejected by such Clearing System and will not be matched or settled through such Clearing System.

**Defaults and Remedies**

The remedies under the Securities are more limited than those typically available to the Issuer's unsubordinated creditors. The sole remedy against the Issuer available for recovery of amounts owing in respect of any non-payment of any amount that has become due and payable under the Securities is, subject to certain conditions, for the Trustee to institute proceedings in England (or such other jurisdiction in which the Issuer may be organised) (but not elsewhere) for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the Issuer's liquidation or administration.

**Form of the Securities**

The Securities will be issued in registered form in denominations of US\$200,000 and integral multiples of US\$1,000 in excess thereof. The Securities will be represented by a global certificate deposited with a common depository for Clearstream, Luxembourg and/or Euroclear and registered in the name of such common depository or its nominee. The Issuer will not issue individual certificates except in limited circumstances set out under "*Forms of the Securities*" below.

**ISIN**

XS1481041587

<b>Common Code</b>	148104158
<b>Swiss Security Number</b>	33747258
<b>Listing and Trading</b>	<p>Application has been made for the Securities to be provisionally admitted to trading on the main standard of the SIX Swiss Exchange from 31 August 2016. Application will be made to the SIX Swiss Exchange for listing of the Securities. The Securities will cease to be admitted to trading on the SIX Swiss Exchange after the third dealing day prior to the date on which the Securities are fully redeemed or after the Suspension Date, as applicable, in accordance with the terms of the Securities. This Offering Circular is a listing prospectus according to the listing rules of the SIX Swiss Exchange for the listing of the Securities. (This Offering Circular is an advertisement and not a prospectus for the purposes of EU Directive 2003/71/EU, as amended.)</p>
<b>Governing Law</b>	<p>The Securities and the Trust Deed and all non-contractual obligations arising out of or in connection with them will be governed by English law.</p>

## RISK FACTORS

*Investing in the Securities involves significant risks. Investors should reach their own investment decision only after consultation with their own financial and legal advisers about risks associated with an investment in the Securities and the suitability of investing in the Securities in light of the particular characteristics and terms of the Securities and of the investors' particular financial circumstances. As part of making an investment decision, an investor should make sure it thoroughly understands the Securities' terms, such as the provisions governing an Automatic Conversion (including, in particular, the circumstances under which a Capital Adequacy Trigger Event may occur), that interest is due and payable only at the sole discretion of the Issuer, and that there is no scheduled repayment date for the principal of the Securities. An investor should also carefully consider the risk factors and the other information contained in this Offering Circular, the Joint Annual Report of the Issuer and the Bank on Form 20-F for the year ended 31 December 2015, the 2016 Interim Results Announcement and the other information included and incorporated by reference in this Offering Circular before deciding to invest in the Securities and it should evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect an investment in the Securities and an investor's ability to bear the loss of all or a portion of an investor's investment. If any of the risks set out herein materialises, the Issuer's business, financial condition and results of operations could suffer, the Securities could be subject to Automatic Conversion, and the trading price and liquidity of the Securities and/or the Issuer's ordinary shares could decline, in which case an investor could lose some or all of the value of its investment. Words and expressions defined in the section entitled "Terms and Conditions of the Securities" have the same meanings in this risk factor section.*

### **Risks Relating to the Securities**

***The Securities have no scheduled maturity and Holders do not have the right to cause the Securities to be redeemed or otherwise accelerate the repayment of the principal amount of the Securities except in very limited circumstances.***

The Securities are perpetual securities and have no fixed maturity date or fixed redemption date. Accordingly, the Issuer is under no obligation to repay all or any part of the principal amount of the Securities, the Issuer has no obligation to redeem the Securities at any time and Holders have no right to call for their redemption or otherwise accelerate the repayment of the principal amount of the Securities (except in the very limited circumstances of automatic acceleration following a Winding-up Event as provided under "Terms and Conditions of the Securities—Enforcement Events and Remedies" below).

***Interest on the Securities will be due and payable only at the sole and absolute discretion of the Issuer, and the Issuer may cancel interest payments (in whole or in part) at any time. Cancelled interest shall not be due and shall not accumulate or be payable at any time thereafter and a Holder shall have no rights thereto.***

Interest on the Securities will be due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled in accordance with the terms of the Securities. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

Because the Securities are intended to qualify as additional tier 1 capital under the European legislative package consisting of a fourth capital requirements Directive and a new capital requirements Regulation, collectively known as the "CRD IV", the Issuer may cancel (in whole or in part) any interest payment on the Securities at its discretion and may pay dividends on its ordinary or preference shares notwithstanding such cancellation. In addition, the Issuer may without restriction use funds that could have been applied to make such cancelled payments to meet its other obligations as they become due.

Cancelled interest shall not be due and shall not accumulate or be payable at any time thereafter, and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation. Furthermore, no cancellation of interest in accordance with the terms of the Securities

shall constitute a default in payment or otherwise under the terms of the Securities. The Issuer shall provide notice of any cancellation of interest (in whole or in part) to the Holders and to the Trustee and Principal Paying Agent as soon as possible. If practicable, the Issuer shall endeavour to provide such notice at least five business days prior to the relevant Interest Payment Date. However, failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of interest, or give Holders any rights as a result of such failure.

Barclays' current dividend policy provides that in determining any proposed dividend and the appropriate payout ratio, the Issuer's Board of Directors (the "**Board**") will consider, among other things, the expectation of servicing more senior securities. The Securities are senior in rank to ordinary shares. It is the Board's current intention that, whenever exercising its discretion to declare ordinary share dividends, or its discretion to cancel interest on the Securities, the Board will take into account the relative ranking of these instruments in the Issuer's capital structure. However, the Board may at any time depart from this policy at its sole discretion.

***In addition to the Issuer's right to cancel (in whole or in part) interest payments at any time, the terms of the Securities also restrict the Issuer from making interest payments on the Securities in certain circumstances, in which case such interest shall be deemed to have been cancelled. Interest that is deemed cancelled shall not be due and shall not accumulate or be payable at any time thereafter and Holders shall have no rights thereto.***

Subject to the extent permitted in the following paragraph in respect of partial interest payments, the Issuer shall not make an interest payment on the Securities on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date) if:

- (a) the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of (i) all distributions or interest payments made or declared by the Issuer since the end of the last financial year and prior to such Interest Payment Date on or in respect of any Parity Securities, the Securities and any Junior Securities and (ii) all distributions or interest payments payable by the Issuer (and not cancelled or deemed cancelled) on such Interest Payment Date (x) on the Securities and (y) on or in respect of any Parity Securities, in the case of each of (i) and (ii), excluding any payments already accounted for in determining the Distributable Items; or
- (b) the Solvency Condition is not satisfied in respect of such interest payment.

Although the Issuer may, in its sole discretion, elect to make a partial interest payment on the Securities on any Interest Payment Date, it may only do so to the extent that such partial interest payment may be made without breaching the restrictions in paragraphs (a) and (b) above. In addition, the Issuer may elect to make a full or partial interest payment with respect to a Parity Security without making a full or partial interest payment on the Securities on any Interest Payment Date.

The Issuer shall be responsible for determining compliance with this restriction and neither the Trustee nor any Agent shall be required to monitor such compliance or to perform any calculations in connection therewith.

Any interest deemed cancelled on any relevant Interest Payment Date shall not be due and shall not accumulate or be payable at any time thereafter, and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such deemed cancellation. Furthermore, no cancellation of interest in accordance with the terms of the Securities shall constitute a default in payment or otherwise under the terms of the Securities. The Issuer shall provide notice of any deemed cancellation of interest (in whole or in part) to the Holders and to the Trustee and Principal Paying Agent as soon as possible. If practicable, the Issuer shall endeavour to provide such notice at least five business days prior to the relevant Interest Payment Date. However, failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation of interest, or give Holders any rights as a result of such failure.

***CRD IV imposes capital requirements that will restrict the Issuer's ability to make discretionary distributions in certain circumstances, in which case the Issuer may reduce or cancel interest payments on the Securities. In addition, the PRA has broad powers to impose prudential requirements on the Issuer which may include requiring the Issuer to limit or cancel interest on the Securities***

The Directive that is part of CRD IV requires member states of the European Union (the "EU") to impose capital buffer requirements that are additional to the Pillar 1 "own funds" requirement and are required to be met with CET1 Capital. The capital buffers, as currently implemented in the U.K., are: (i) the capital conservation buffer, (ii) the institution-specific counter-cyclical buffer, (iii) the global systemically important institutions buffer and (iv) the systemic risk buffer. Subject to a transitional period commencing 1 January 2016, these buffers are applicable to the Group at a level as determined from time to time by a designated authority in the U.K. other than the systemic risk buffer which is expected to be set by the PRA for the first time in early 2019. In addition, counter-cyclical buffers as determined by other national authorities in relation to the Group's exposures in their jurisdictions will start to apply during 2016. (Please see pages 86-93 of the Joint Annual Report and pages 36-41 of the 2016 Interim Results Announcement for further information.)

Furthermore, national supervisors may require additional capital to be held by an institution to cover its idiosyncratic risks which the supervisor assesses are not fully captured by the Pillar 1 "own funds" requirement. This additional capital requirement, referred to as "Pillar 2A", derives from the Issuer's individual capital guidance, which is a point in time assessment that, in respect of U.K. firms, is made by the PRA, at least annually, and is expected to vary over time. As at 30 June 2016, the Group's Pillar 2A requirement was equivalent to 3.9 per cent. of Risk Weighted Assets. Under current PRA requirements, the Pillar 2A must be met with at least 56 per cent. CET1 Capital and no more than 25 per cent. tier 2 capital. In addition, the capital that firms use to meet their minimum requirements (Pillar 1 "own funds" and "Pillar 2A") cannot be counted towards meeting the "combined buffer requirement" (which is described below), meaning that the "combined buffer requirement" will effectively be applied above both the Pillar 1 "own funds" and "Pillar 2A" requirements.

Under Article 141 (*Restrictions on distributions*) of the Directive that is part of CRD IV, member states of the EU must require that institutions that fail to meet the "combined buffer requirement" (broadly, as implemented in the U.K., the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the higher of (depending on the institution), the systemic risk buffer and the global systemically important institutions buffer, in each case as applicable to the institution) will be subject to restricted "discretionary payments" (which are defined broadly by CRD IV as payments relating to common equity tier 1, variable remuneration and payments on additional tier 1 instruments).

The "combined buffer requirement", and the associated restrictions under Article 141 (*Restrictions on distributions*) of the Directive that is part of CRD IV, as implemented in the U.K. (the "**Article 141 Restrictions**"), have applied since 1 January 2016 and will be transitioned in at a rate of 25 per cent. per annum. In the event of a breach of the "combined buffer requirement", the Article 141 Restrictions will be scaled according to the extent of the breach of the "combined buffer requirement" and calculated as a percentage of the profits of the institution since the last decision on the distribution of profits or "discretionary payment" of the institution. Such calculation will result in a "maximum distributable amount" in each relevant period. As an example, the scaling is such that in the bottom quartile of the "combined buffer requirement", no "discretionary distributions" will be permitted to be paid. As a consequence, in the event of breach of the combined buffer requirement (as applicable at Group level) the Issuer's discretionary payments will be restricted and the Issuer may exercise its discretion to cancel (in whole or in part) interest payments in respect of the Securities.

In addition to the Pillar 1 "own funds" requirement, the CRD IV buffers and the "Pillar 2A" requirement described above, there are additional tools that the PRA and other relevant authorities in the U.K. have, or are expected to have, available to them to require U.K. firms to hold additional capital to address micro-prudential or macro-prudential risks as assessed by the relevant authorities in the U.K. These include: the "PRA buffer", as described below, which may be assessed by the PRA to cover risks over a forward-looking planning horizon, including with regard to firm-specific stresses or management and governance weaknesses; and "sectoral capital requirements", which is a macro-prudential tool proposed to be available to the Financial Policy Committee of the Bank of England in the U.K. as a means for the Financial Policy Committee temporarily to increase firms' capital requirements on exposures to specific sectors. Some of these and other measures remain subject to on-going review and there remains, therefore, some degree of uncertainty as to how the additional capital requirements could be applied,

including with respect to their interaction with the "combined buffer requirement" and the Article 141 Restrictions.

The PRA implementation of Article 141 (*Restrictions on distributions*) of the Directive that is part of CRD IV was published on 30 April 2014 in the Policy Statement PS3/14 (*Implementing CRD IV: Capital buffers*) and is now included in the PRA Rulebook (Chapter entitled "*Capital Buffers*"). However, the interaction of such restriction with the capital requirements, buffers and macro-prudential tools referred to above, remains uncertain in some respects. Such uncertainty is expected to subsist until the final implementation and application of the relevant rules. In this regard, the PRA published on 29 July 2015 a Policy Statement PS17/15 (*Assessing capital adequacy under Pillar 2*) together with related rules, supervisory statements and a statement of policy, which include:

- (a) a Supervisory Statement 31/15 (*The Internal Capital Adequacy Process (ICAAP) and the Supervisory Review and Evaluation Process (SREP)*), which sets out, among other things, (i) the expectations the PRA has in relation to the ICAAP and the requirements set out in the Internal Capital Adequacy Assessment part of the PRA Rulebook and (ii) guidelines on the supervisory review and evaluation process ("**SREP**"); and
- (b) a Statement of Policy (*The PRA's methodologies for setting Pillar 2 capital*), which (i) sets out the methodologies the PRA will use to inform the setting of Pillar 2 capital and (ii) introduced, from 1 January 2016, a new "PRA buffer" (replacing the capital planning buffer), which, if imposed, will be in addition to the CRD IV combined buffer requirement, and which by 1 January 2019 must be met with 100 per cent. CET1 Capital. Failure to meet the PRA buffer, if one were imposed, could result in the PRA requiring the Issuer to prepare a capital restoration plan. Such capital restoration plan may impose restrictions on discretionary payments, which may result in the exercise of the Issuer's discretion to cancel (in whole or in part) interest payments in respect of the Securities.

The PRA's revised pillar 2 framework became effective in the U.K. on 1 January 2016.

Separately, certain regulatory proposals currently in development may restrict the Issuer's ability to make discretionary distributions in certain circumstances, in which case the Issuer may reduce or cancel interest payments on the Securities. For example, the BRRD (as defined herein) requires member states to enable their resolution authorities to set a minimum requirement for own funds and eligible liabilities ("**MREL**") for banks in their jurisdiction. The Bank of England may use its power of direction under section 3A(4) of the Banking Act 2009, as amended (the "**Banking Act**") to direct institutions to maintain an MREL requirement and will need to take into account the regulatory technical standards developed by the European Banking Authority (the "**EBA**"). In July 2015, the EBA stated that it expects these technical standards to be broadly compatible with the term sheet published on 9 November 2015 by the Financial Stability Board (the "**FSB**") on the total loss absorbing capacity ("**TLAC**") requirements for global systemically important banks, such as Barclays. In particular, the FSB's TLAC term sheet suggests that capital buffers and any additional capital requirements (such as the Pillar 2A requirements) are intended to be met separately from and additionally to the TLAC requirements. If U.K. authorities implement the MREL requirement in accordance with the FSB's TLAC term sheet, the Group's capital buffer requirements will effectively be applied not only above the Pillar 1 "own funds" and "Pillar 2A" requirements but also above the MREL requirements. It remains unclear how the FSB requirements will affect the way in which the U.K. authorities implement the MREL regime in the U.K.

Moreover, the PRA has a broad power under section 55M of the Financial Services and Markets Act 2000, as amended (the "**FSMA**"), to impose requirements on the Issuer, the effect of which could be to restrict or prohibit payments of interest on the Securities, which is most likely to materialise if at any time the Group is failing, or is expected to fail, to meet its capital requirements and/or MREL requirements. If the PRA imposes such a requirement, the Issuer will exercise its discretion to cancel (in whole or in part, as required by the PRA) interest payments in respect of the Securities.

The Group's capital resources and requirements are, by their nature, calculated by reference to a number of factors, any one of which or combination of which may not be easily observable or capable of calculation by investors. See "*The circumstances surrounding or triggering an Automatic Conversion are unpredictable, and there are a number of factors that could affect the Group's fully loaded CET1 Ratio*". for examples of the type of factors that can affect the Group's capital resources and requirements and how they are determined. In addition, changes in the application of CRD IV or any changes to such rules may

also affect the Group's capital resources and requirements and how they are determined, see *"Future regulatory changes to the calculation of CET1 Capital and/or Risk Weighted Assets may negatively affect the Group's fully loaded CET1 Ratio and thus increase the risk of a Capital Adequacy Trigger Event, which will lead to an Automatic Conversion, as a result of which Holders could lose all or part of the value of their investment in the Securities"*. Any such changes may increase the risk of the Issuer being bound by Article 141 Restrictions and, in turn, the risk of the Issuer exercising its discretion to cancel interest payments in respect of the Securities. Holders may not be able to predict accurately the proximity of the risk of discretionary payments on the Securities being prohibited from time to time as a result of the operation of the Article 141 Restrictions and/or the exercise by the PRA of its broad powers to impose prudential requirements on the Issuer.

***As a holding company, the level of the Issuer's Distributable Items and its available funding may be affected by a number of factors. Insufficient Distributable Items or funding may restrict the Issuer's ability to make interest payments on the Securities.***

As a holding company, the level of the Issuer's Distributable Items is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates Distributable Items for the Issuer. The Issuer is also reliant on the receipt of distributions from its subsidiaries for funding the Issuer's payment obligations. Consequently, the level of the Issuer's Distributable Items and available funding, and therefore its ability to make interest payments on the Securities, are a function of its existing Distributable Items, future Group profitability and the ability of the Issuer's operating subsidiaries to distribute or dividend profits up the Group structure to the Issuer. In addition, the Issuer's Distributable Items available for making payments to Holders may also be adversely affected by the servicing of other instruments issued by the Issuer or by Group subsidiaries.

The level of the Issuer's Distributable Items may be further affected by changes to regulation or the requirements and expectations of applicable regulatory authorities. Any such potential changes, in particular the consequences of the implementation of the U.K. ring-fencing requirements which are expected to apply from January 2019, the requirement under section 165 of the Dodd-Frank Act, which has now been completed, to create an intermediate holding company ("**IHC**") in the United States (each as discussed on page 92 of the Joint Annual Report) or similar local capital or ring fencing requirements in other jurisdictions, could adversely affect the Issuer's Distributable Items in the future.

In addition, the ability of the Group's subsidiaries to make distributions and the Issuer's ability to receive distributions and other payments from its investments in other entities is subject to applicable local laws and other restrictions, including such subsidiaries' respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws. For example, the Bank is an institution regulated by the PRA and subject to the CRD IV regime, including capital and combined buffer requirements such as those described for the Group (see *"CRD IV imposes capital requirements that will restrict the Issuer's ability to make discretionary distributions in certain circumstances, in which case the Issuer may reduce or cancel interest payments on the Securities. In addition, the PRA has broad powers to impose prudential requirements on the Issuer which may include requiring the Issuer to limit or cancel interest on the Securities"*). In addition, the proposals on U.K. ring-fencing and the creation of a U.S. IHC structure may also result in similar requirements applying to other subsidiaries over time. Similarly, the implementation of TLAC requirements proposed by the FSB and/or the implementation of MREL under BRRD, may increase these requirements. Such laws and regulations could limit the payment of dividends, distributions and other payments to the Issuer by its subsidiaries, which could restrict the Issuer's available funding for meeting its obligations or funding other operations and may also restrict the Issuer's ability to maintain or increase its Distributable Items. These factors could, in turn, restrict the Issuer's ability to make interest payments on the Securities.

Further, the Issuer's Distributable Items and its available funding, and therefore its ability to make interest payments, may be adversely affected by the performance of the Group's business in general, factors affecting its financial position (including capital and leverage), the economic environment in which the Group operates and other factors outside of the Issuer's control. In addition, adjustments to earnings, as determined by the Board, may fluctuate significantly and may materially adversely affect Distributable Items. The Issuer shall not make an interest payment on the Securities on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date) if the level of Distributable Items is insufficient to fund that payment, as discussed in the risk factor *"—In addition to the Issuer's right to cancel (in whole or in part) interest payments at any time, the terms of the Securities also restrict the Issuer from making interest*

*payments on the Securities in certain circumstances, in which case such interest shall be deemed to have been cancelled. Interest that is deemed cancelled shall not be due and shall not accumulate or be payable at any time thereafter and Holders shall have no rights thereto" above. In addition, if the Issuer's ability to receive distributions from its subsidiaries is restricted and alternative sources of funding are not available, the Issuer may exercise its discretion to cancel interest payments in respect of the Securities (see "– Interest on the Securities will be due and payable only at the sole and absolute discretion of the Issuer, and the Issuer may cancel interest payments (in whole or in part) at any time. Cancelled interest shall not be due and shall not accumulate or be payable at any time thereafter and a Holder shall have no rights thereto").*

***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 the Bank) upon the liquidation of such subsidiaries and the extent to which the Issuer suffers losses if it or any of its subsidiaries (including the 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, the Bank, which means that if the Bank is liquidated, the Issuer's right to participate in the assets of the Bank will depend upon the ranking of the Issuer's claims against the Bank according to the ordinary hierarchy of claims in insolvency. So, for example, insofar as the Issuer is a holder of ordinary shares in the Bank, the Issuer's recovery in the liquidation of the Bank will be subject to the prior claims of the Bank's third party creditors and preference shareholders. To the extent the Issuer holds other claims against the Bank that are recognised 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.

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 Securities*" below. The Issuer has in the past made, and may continue to make, loans to, and investments in, the Bank with the proceeds received from the Issuer's issuance of debt instruments. Such loans to, and investments in, the Bank by the Issuer have, to date, had a legal ranking in the insolvency of the 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, the Bank have been structured to achieve equivalent regulatory capital treatment for the Bank. Accordingly, certain of the loans to, and investments made by the Issuer in the Bank, contain contractual mechanisms that, upon the occurrence of a trigger related to the prudential or financial condition of the Group or the 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, the Bank at any time and for any purpose including, without limitation, in order to provide different amounts or types of capital or funding to the 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 EBA's MREL in respect of the 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, the Bank or other Group subsidiaries may be implemented by the Issuer without prior notification to, or consent of, the Holders.

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 such subsidiary enters into resolution proceedings.

If the Bank or any other Group subsidiary were to be wound up, liquidated or dissolved, (i) the Holders would have no right to proceed against the assets of the Bank or such other subsidiary, and (ii) the liquidator of the Bank or such other subsidiary would first apply the assets of the Bank or such other subsidiary to settle the claims of the creditors (and holders of preference shares or other tier 1 capital instruments ranking ahead of any such entity's ordinary shares) of the 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 the Bank or such other subsidiary. Similarly, if the Bank or any other Group subsidiaries were subject to resolution proceedings (i) the Holders would have no direct recourse against the Bank or such other subsidiary, and (ii) Holders themselves may also be exposed to losses pursuant to the exercise by the relevant resolution authority of the stabilisation 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 Securities*" below.

***The Securities may be traded with accrued interest, but under certain circumstances described above, such interest may be cancelled and not paid on the relevant Interest Payment Date.***

The Securities may trade, and/or the prices for the Securities may appear, on the SIX Swiss Exchange and in other trading systems with accrued interest. If this occurs, purchasers of Securities in the secondary market will pay a price that includes such accrued interest upon purchase of the Securities. However, if a payment of interest on any Interest Payment Date is cancelled or deemed cancelled (in each case, in whole or in part) as described herein and thus is not due and payable, purchasers of such Securities will not be entitled to that interest payment (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment, the portion of such interest payment not paid) on the relevant Interest Payment Date.

***The interest rate on the Securities will reset on each Reset Date.***

The interest rate on the Securities will initially be 7.875 per cent. per annum. However, the interest rate will be reset on each Reset Date such that from (and including) each Reset Date, the applicable per annum interest rate will be equal to the sum of the applicable Mid-Market Swap Rate on the relevant Reset Determination Date immediately preceding the relevant Reset Date and 6.772 per cent. The interest rate following any Reset Date may be less than the initial interest rate and/or the interest rate that applies immediately prior to such Reset Date, which could affect the amount of any interest payments under the Securities and so the market value of the Securities.

***The Securities may be subject to an Automatic Conversion and upon the occurrence of such an event, Holders could lose all or part of the value of their investment in the Securities.***

A Capital Adequacy Trigger Event will occur if at any time the Group's fully loaded CET1 Ratio has fallen below 7.00 per cent. Whether a Capital Adequacy Trigger Event has occurred at any time shall be determined by the Issuer and such determination shall be binding on the Trustee and the Holders. Upon the occurrence of a Capital Adequacy Trigger Event, an Automatic Conversion will occur on the Conversion Date, at which point all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository to be held on behalf of the Holders (or to the relevant recipient in accordance with terms of the Securities), and under no circumstances shall such released obligations be reinstated. As a result, Holders could lose all or part of the value of their investment in the Securities, as, following an Automatic Conversion, Holders will receive only (i) the Conversion Shares (if the Issuer does not elect that a Conversion Shares Offer be made) or (ii) the Conversion Shares Offer Consideration, which shall comprise Conversion Shares and/or cash depending on the results of the Conversion Shares Offer (if the Issuer elects that a Conversion Shares Offer be made). In addition, the realisable value of any Conversion Shares received could be substantially lower than that implied by the price paid for the Securities at the time of their purchase and upon an Automatic Conversion, Holders will no longer have a debt claim in relation to the Securities. See "*Terms and Conditions of the Securities—Automatic Conversion*" for more information. See also "*— Holders may receive Conversion Shares Offer Consideration instead of Conversion Shares upon a*

*Capital Adequacy Trigger Event and would not know the composition of any Conversion Shares Offer Consideration until the end of the Conversion Shares Offer Period", "— As the Conversion Price is fixed at the time of issue of the Securities, Holders will bear the risk of fluctuations in the market price of the Conversion Shares and the risk of depreciation of sterling against the U.S. dollar" and "The Issuer's obligations under the Securities will be unsecured and subordinated, and the rights of the holders of Conversion Shares will be further subordinated".*

Furthermore, upon the occurrence of an Automatic Conversion, the Holders will not be entitled to any compensation in the event of any improvement in the Group's fully loaded CET1 Ratio after the Conversion Date.

For more information, see "*—The circumstances surrounding or triggering an Automatic Conversion are unpredictable, and there are a number of factors that could affect the Group's fully loaded CET1 Ratio*", "*Regulatory action in the event of a bank or investment firm in the Group is failing or likely to fail could materially adversely affect the value of the Securities*" and "*— Future regulatory changes to the calculation of CET1 Capital and/or Risk Weighted Assets may negatively affect the Group's fully loaded CET1 Ratio and thus increase the risk of a Capital Adequacy Trigger Event, which will lead to an Automatic Conversion, as a result of which Holders could lose all or part of the value of their investment in the Securities*".

***As the Conversion Price is fixed at the time of issue of the Securities, Holders will bear the risk of fluctuations in the market price of the Conversion Shares and the risk of depreciation of sterling against the U.S. dollar.***

Because a Capital Adequacy Trigger Event will only occur at a time when the Group's fully loaded CET1 Ratio has deteriorated significantly, a Capital Adequacy Trigger Event may be accompanied by a deterioration in the market price of the Issuer's ordinary shares, which may be expected to continue after the occurrence of the Capital Adequacy Trigger Event. Therefore, following a Capital Adequacy Trigger Event, the realisable value of the Conversion Shares may be below the Conversion Price. The Conversion Price is fixed at the time of issue of the Securities at US\$1.99 per Conversion Share, and is subject to certain anti-dilution adjustments, as described under "*—Holders do not have anti-dilution protection in all circumstances*" below. As a result, the Conversion Price may not reflect the market price of ordinary shares of the Issuer, which could be significantly lower than the Conversion Price.

Moreover, as the Issuer's ordinary shares are denominated and trade in sterling, the U.S. dollar value of the Issuer's ordinary shares may fluctuate depending on the exchange rate between sterling and the U.S. dollar. For example, if sterling depreciates relative to the U.S. dollar, the U.S. dollar value of the Issuer's ordinary shares will decrease. Because the Conversion Price is denominated in U.S. dollars, depreciation of sterling against the U.S. dollar may result in the U.S. dollar value of any Conversion Shares received by a Holder following an Automatic Conversion being significantly less than the price implied by the Conversion Price. In addition, if a Conversion Shares Offer is made, the sterling cash consideration received for any Conversion Shares sold in such Conversion Shares Offer will be translated from sterling into U.S. dollars at a then-prevailing exchange rate (less any foreign exchange transaction costs). Accordingly, a decline in the value of sterling relative to the U.S. dollar between the issue date of the Securities and the Conversion Date will also result in the Conversion Shares Offer Price being less than the sterling equivalent of the Conversion Price at the Conversion Date.

In addition, there may be a delay in a Holder receiving its Conversion Shares following a Capital Adequacy Trigger Event (in particular if the Issuer elects that a Conversion Shares Offer be conducted, as the Conversion Shares Offer Period may last up to 40 business days after the delivery of the Conversion Shares Offer Notice), during which time the market price of the ordinary shares of the Issuer or the exchange rate of sterling against the U.S. dollar may further decline. As a result, the realisable value in U.S. dollars of the Conversion Shares received upon a Capital Adequacy Trigger Event could be substantially lower than that implied by the U.S. dollar price paid for the Securities at the time of their purchase.

No interest or other compensation is payable in the event of a loss by a Holder due to foreign currency conversions.

***Issuance of the Conversion Shares to the Conversion Shares Depository shall constitute a complete, irrevocable and automatic release of all of the Issuer's obligations in respect of the Securities (other than the CSO Obligations, if any).***

Upon an Automatic Conversion, the Issuer shall issue the Conversion Shares to the Conversion Shares Depository, which will hold the Conversion Shares on behalf of the Holders. Issuance of the Conversion Shares to the Conversion Shares Depository shall constitute a complete, irrevocable and automatic release of all of the Issuer's obligations in respect of the Securities (other than the CSO Obligations, if any). Provided that the Issuer issues the Conversion Shares to the Conversion Shares Depository in accordance with the terms of the Securities, with effect from the Conversion Date, Holders shall have recourse only to the Conversion Shares Depository for the delivery to them of Conversion Shares or, if the Issuer elects that a Conversion Shares Offer be made, of any Conversion Shares Offer Consideration to which such Holders are entitled.

In addition, the Issuer has not as at the Issue Date appointed a Conversion Shares Depository and the Issuer may not be able to appoint a Conversion Shares Depository if an Automatic Conversion occurs. In such a scenario, the Issuer would give notice to the Holders and the Trustee or otherwise, as practicable, of any alternative arrangements in connection with the issuance and/or delivery of the Conversion Shares and such arrangements may be disadvantageous to, and more restrictive on, the Holders. For example, such arrangements may involve Holders having to wait longer to receive their Conversion Shares than would be the case under the arrangements expected to be entered into with a Conversion Shares Depository. Under these circumstances, the Issuer's issuance of the Conversion Shares to the relevant recipient in accordance with these alternative arrangements shall constitute a complete, irrevocable and automatic release of all of the Issuer's obligations in respect of the Securities (other than the CSO Obligations, if any).

***Holders may receive Conversion Shares Offer Consideration instead of Conversion Shares upon a Capital Adequacy Trigger Event and would not know the composition of any Conversion Shares Offer Consideration until the end of the Conversion Shares Offer Period.***

Holders may not ultimately receive Conversion Shares upon a Capital Adequacy Trigger Event because the Issuer may elect, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Conversion Shares Depository.

In the Barclays PLC Notice of Annual General Meeting dated 10 March 2016, the Issuer informed its shareholders of its intention to include in the terms of securities such as the Securities, if permitted by law and regulation, a mechanism providing for a conversion share offer such as that provided above. The Conversion Shares Offer may be conducted at the election of the Issuer, in its sole and absolute discretion, on the terms set out in the Conditions. The Issuer currently expects that in determining whether or not a Conversion Shares Offer shall be conducted and, if one is to be conducted, how and to whom such Conversion Shares Offer shall be made, the directors of the Issuer would, in accordance with their duties, have regard to a variety of matters, including, without limitation, the interests of the Issuer's shareholders, taken as a whole, and the potential impact of a Conversion Shares Offer on the Issuer's financial stability.

If the Issuer elects, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Conversion Shares Depository and all of the Conversion Shares are sold in the Conversion Shares Offer, Holders shall be entitled to receive, in respect of each Security, the *pro rata* share of the cash proceeds from the sale of the Conversion Shares attributable to such Security translated from sterling (as the Conversion Shares Offer Price is stated in sterling) into U.S. dollars at a then-prevailing exchange rate (less any foreign exchange transaction costs). If some but not all of the Conversion Shares are sold in the Conversion Shares Offer, Holders shall be entitled to receive, in respect of each Security, (a) the *pro rata* share of the cash proceeds from the sale of the Conversion Shares attributable to such Security translated from sterling (as the Conversion Shares Offer Price is stated in sterling) into U.S. dollars at a then-prevailing exchange rate (less any foreign exchange transaction costs) together with (b) the *pro rata* share of the Conversion Shares not sold pursuant to the Conversion Shares Offer attributable to such Security rounded down to the nearest whole number of Conversion Shares. In each case, the cash component of any Conversion Shares Offer Consideration shall be subject to deduction of an amount equal to the *pro rata* share of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid as a consequence of the transfer of

Conversion Shares to the Conversion Shares Depository as a consequence of the Conversion Shares Offer.

No interest or other compensation is payable in respect of the period elapsed from the Conversion Date to the date of delivery of cash sums or Conversion Shares in the circumstances described above.

Furthermore, the Issuer or the Conversion Shares Depository will provide notice of the results of any Conversion Shares Offer only at the end of the Conversion Shares Offer Period. Accordingly, Holders would not know the composition of the Conversion Shares Offer Consideration to which they may be entitled until the end of the Conversion Shares Offer Period.

***Following an Automatic Conversion, the Securities will remain in existence until the applicable Cancellation Date for the sole purpose of evidencing the holder's right to receive Conversion Shares or Conversion Shares Offer Consideration, as applicable, from the Conversion Shares Depository and the Issuer's CSO Obligations, if any, and the rights of the Holders will be limited accordingly.***

Following an Automatic Conversion, the Securities will remain in existence until the applicable Cancellation Date for the sole purpose of evidencing (a) the holder's right to receive Conversion Shares or Conversion Shares Offer Consideration, as applicable, from the Conversion Shares Depository and (b) the Issuer's CSO Obligations, if any. All obligations of the Issuer under the Securities (except for the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with the terms of the Securities) on the Conversion Date, and under no circumstances shall such released obligations be reinstated. The Securities shall be cancelled on the applicable Cancellation Date.

Although the Issuer currently expects that beneficial interests in the Securities will be transferable between the Conversion Date and the Suspension Date, there is no guarantee that an active trading market will exist for the Securities following the Automatic Conversion. Accordingly, the price received for the sale of any beneficial interest under a Security during this period may not reflect the market price of such Security or the Conversion Shares. Furthermore, transfers of beneficial interests in the Securities may be restricted following the Conversion Date, for example if the clearance and settlement of transactions in the Securities is suspended by a Clearing System at an earlier time than currently expected. In such a situation it may not be possible to transfer beneficial interests in the Securities in such Clearing System and trading in the Securities may cease through such Clearing System.

In addition, the Issuer has been advised by each of the Clearing Systems that they will suspend all clearance and settlement of transactions in the Securities on the Suspension Date. As a result, Holders will not be able to settle the transfer of any Securities through such Clearing System following the Suspension Date, and any sale or other transfer of the Securities that a Holder may have initiated prior to the Suspension Date with respect to such Clearing System that is scheduled to match or settle after the Suspension Date will be rejected by such Clearing System and will not be matched or settled through such Clearing System.

The Securities may cease to be admitted to trading on the SIX Swiss Exchange after the Suspension Date.

Moreover, although the Holders will become beneficial owners of the Conversion Shares upon the issuance of such Conversion Shares to the Conversion Shares Depository and the Conversion Shares will be registered in the name of the Conversion Shares Depository (or the relevant recipient in accordance with the terms of the Securities), no Holder will be able to sell or otherwise transfer any Conversion Shares until such time as they are finally delivered to such Holder and registered in their name.

***Holders will have to submit a Conversion Shares Settlement Notice in order to receive delivery of the Conversion Shares or the Conversion Share Component, if any, of any Conversion Shares Offer Consideration, as applicable.***

In order to obtain delivery of the relevant Conversion Shares or the Conversion Share component, if any, of any Conversion Shares Offer Consideration, as applicable, a Holder must deliver a Conversion Shares Settlement Notice (and the relevant Securities, if applicable) to the Conversion Shares Depository. The Conversion Shares Settlement Notice must contain certain information, including the holder's CREST account details. Accordingly, holders of Securities (or their nominee, custodian or other representative)

will have to have an account with CREST in order to receive the Conversion Shares or Conversion Share component, if any, of any Conversion Shares Offer Consideration, as applicable. If a Holder fails to properly complete and deliver a Conversion Shares Settlement Notice on or before the Notice Cut-off Date, the Conversion Shares Depository shall continue to hold the relevant Conversion Shares or Conversion Share component, if any, of any Conversion Shares Offer Consideration until a Conversion Shares Settlement Notice (and the relevant Securities, if applicable) is or are so delivered. However, the relevant Securities shall be cancelled on the Final Cancellation Date and any holder of Securities delivering a Conversion Shares Settlement Notice after the Notice Cut-off Date will have to provide evidence of its entitlement to the relevant Conversion Shares (or the relevant Conversion Shares component, if any, of any Conversion Shares Offer Consideration) satisfactory to the Conversion Shares Depository in its sole and absolute discretion in order to receive delivery of such Conversion Shares (or Conversion Share component of any Conversion Shares Offer Consideration). The Issuer shall have no liability to any Holder for any loss resulting from such Holder not receiving any Conversion Shares (or Conversion Share component of any Conversion Shares Offer Consideration, as applicable) or from any delay in the receipt thereof, in each case as a result of such Holder failing to duly submit a Conversion Shares Settlement Notice and the relevant Securities, if applicable, on a timely basis or at all.

***Holders do not have anti-dilution protection in all circumstances.***

The number of Conversion Shares to be issued to the Conversion Shares Depository upon an Automatic Conversion will be the aggregate principal amount of the Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date divided by the Conversion Price (rounded down to the nearest whole number of Conversion Shares). The Conversion Price and the Conversion Shares Offer Price will be adjusted if there is a consolidation, reclassification or subdivision of the Issuer's ordinary shares, an issuance of ordinary shares in certain circumstances by way of capitalisation of profits or reserves, a rights issue, an Extraordinary Dividend or a Qualifying Takeover Event (but only in the situations and only to the extent provided in "*Terms and Conditions of the Securities—Adjustments to the Conversion Price and Conversion Shares Offer Price*"). There is no requirement that there should be an adjustment for every corporate or other event that may affect the market price of the Conversion Shares. In particular, there will be no adjustment to the Conversion Price and the Conversion Shares Offer Price if a Takeover Event occurs that is not a Qualifying Takeover Event (because the Acquirer is not an Approved Entity or the New Conversion Condition is not satisfied). Furthermore, the adjustment events that are included are less extensive than those often included in the terms of convertible securities. Accordingly, the occurrence of events in respect of which no adjustment to the Conversion Price and the Conversion Shares Offer Price is made may adversely affect the value of the Securities.

***If a Takeover Event occurs, the Securities may be convertible into shares of an entity other than the Issuer or into unlisted shares.***

If a Takeover Event is a Qualifying Takeover Event, then following an Automatic Conversion the Securities shall become convertible or exchangeable into the Approved Entity Shares of the Acquirer at the New Conversion Price as provided under "*Terms and Conditions of the Securities—Adjustments to the Conversion Price and Conversion Shares Offer Price—Qualifying Takeover Event*" below. There can be no assurance as to the nature of any such Acquirer, or of the risks associated with becoming an actual or potential shareholder in such Acquirer and, accordingly, a Qualifying Takeover Event may have an adverse effect on the value of the Securities.

If the Issuer's ordinary shares become delisted following a Takeover Event which is not a Qualifying Takeover Event or otherwise, there shall be no automatic adjustment to the terms of the Securities and the Securities will remain convertible into unlisted ordinary shares upon an Automatic Conversion. Unlisted shares may be more illiquid than listed shares and may have little or no resale value. In addition, if a Takeover Event is not a Qualifying Takeover Event because the Acquirer is a Governmental Entity, there can be no assurance as to whether the Securities would be convertible into, or exchangeable for, any securities or other instruments of the Acquirer or any other person or entity. Accordingly, a Takeover Event that is not a Qualifying Takeover Event is likely to have an adverse effect on Holders or the value of the Securities.

In addition, the Issuer has considerable discretion in determining whether a Qualifying Takeover Event has occurred. A Qualifying Takeover Event requires the New Conversion Condition to be satisfied. For the New Conversion Condition to be satisfied, among other requirements, the Issuer must determine, in its sole and absolute discretion, that the arrangements to deliver Approved Entity Shares following an

Automatic Conversion are in place and that such arrangements would be in the best interest of the Issuer and its shareholders taken as a whole having regard to the interests of its stakeholders (including, but not limited to, the Holders) and are consistent with applicable law and regulation (including, but not limited to, the guidance of any applicable regulatory body). Therefore, the Issuer may consider factors other than the interests of Holders in determining whether the New Conversion Condition is satisfied.

Further, a Takeover Event shall occur only where the right to cast more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Issuer has or will become unconditionally vested in an Acquirer (together with any associate). There can be no assurance that the acquisition by an Acquirer of the right to cast 50 per cent. or less of the votes which may ordinarily be cast on a poll at a general meeting of the Issuer will not have an adverse effect on the value of the Securities.

***Holders may be subject to disclosure obligations, take-over requirements and/or may need approval from the Issuer's regulator under certain circumstances.***

As the Holders may receive Conversion Shares if a Capital Adequacy Trigger Event occurs, an investment in the Securities may result in Holders having to comply with certain disclosure, take-over and/or regulatory approval requirements pursuant to applicable laws and regulations following an Automatic Conversion. For example, pursuant to Chapter 5 of the Disclosure Rules and Transparency Rules Sourcebook of the FCA Handbook, the Issuer (and the FCA) must be notified by a person when the percentage of voting rights in the Issuer controlled by that person (together with its concert parties), by virtue of direct or indirect holdings of shares aggregated with direct or indirect holdings of certain financial instruments, reaches, exceeds or falls below 3 per cent. and every percentage point thereafter.

Furthermore, as Conversion Shares represent voting securities of a parent undertaking of a number of regulated group entities, under the laws of the U.K. and other jurisdictions, ownership of the Securities themselves (or the Conversion Shares) above certain levels may require the holder of the voting securities to obtain regulatory approval or subject the holder to additional regulation.

Non-compliance with such disclosure and/or approval requirements may lead to the incurrance of substantial fines or other criminal and/or civil penalties and/or suspension of voting rights associated with the Conversion Shares. Accordingly, each potential investor should consult its legal advisers as to the terms of the Securities, in respect of its existing shareholding and the level of holding it would have if it receives Conversion Shares following a Capital Adequacy Trigger Event.

***Holders will bear the risk of changes in the Group's fully loaded CET1 Ratio.***

The market price of the Securities is expected to be affected by changes in the Group's fully loaded CET1 Ratio. Changes in the Group's fully loaded CET1 Ratio may be caused by changes in the amount of CET1 Capital and/or Risk Weighted Assets, as well as changes to their respective definition and/or interpretation by the Issuer under the Capital Regulations. Each of the Group's CET1 Capital and/or Risk Weighted Assets shall be determined by the Issuer on a fully loaded and consolidated basis and such determination shall be binding on the Trustee and the Holders. See "*The circumstances surrounding or triggering an Automatic Conversion are unpredictable, and there are a number of factors that could affect the Group's fully loaded CET1 Ratio*" and "*Future regulatory changes to the calculation of CET1 Capital and/or Risk Weighted Assets may negatively affect the Group's fully loaded CET1 Ratio and thus increase the risk of a Capital Adequacy Trigger Event, which will lead to an Automatic Conversion, as a result of which Holders could lose all or part of the value of their investment in the Securities*".

The Issuer currently only publicly reports the Group's fully loaded CET1 Ratio quarterly as of the period end, and therefore during the quarterly period there is no published updating of the Group's fully loaded CET1 Ratio and there may be no prior warning of adverse changes in the Group's fully loaded CET1 Ratio. However, any indication that the Group's fully loaded CET1 Ratio is moving towards the level of a Capital Adequacy Trigger Event may have an adverse effect on the market price of the Securities. A decline or perceived decline in the Group's fully loaded CET1 Ratio may significantly affect the trading price of the Securities.

***The circumstances surrounding or triggering an Automatic Conversion are unpredictable, and there are a number of factors that could affect the Group's fully loaded CET1 Ratio.***

The occurrence of a Capital Adequacy Trigger Event is inherently unpredictable and depends on a number of factors, including those discussed in greater detail in the following paragraphs, any of which may be outside the Issuer's control. Although the Issuer currently publicly reports the Group's fully loaded CET1 Ratio only as of each quarterly period end, a Capital Adequacy Trigger Event will occur if at any time the Group's fully loaded CET1 Ratio is less than 7.00 per cent. Whether a Capital Adequacy Trigger Event has occurred at any time shall be determined by the Issuer and such determination shall be binding on the Trustee and the Holders.

The Group's fully loaded CET1 Ratio may fluctuate during a quarterly period. The calculation of such ratio could be affected by one or more factors, including, among other things, changes in the mix of the Group's business, major events affecting the Issuer's earnings, dividend payments by the Issuer, regulatory changes (including changes to definitions, interpretation and calculations of regulatory capital ratios and their components, including CET1 Capital and Risk Weighted Assets), revisions to models used by the Issuer to calculate its capital requirements (or revocation of, or amendments to, the regulatory permissions for using such models), and the Group's ability to manage Risk Weighted Assets in both its ongoing businesses and those which it may seek to exit. In addition, the Group has capital resources and Risk Weighted Assets denominated in foreign currencies, and changes in foreign exchange rates will result in changes in the sterling equivalent value of foreign currency denominated capital resources and Risk Weighted Assets. As a result, the Group's fully loaded CET1 Ratio is exposed to foreign currency movements.

The calculation of the Group's fully loaded CET1 Ratio may also be affected by changes in applicable accounting rules, or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. Moreover, even if changes in applicable accounting rules, or changes to regulatory adjustments which modify accounting rules, are not yet in force as of the relevant calculation date, the PRA could require the Issuer to reflect such changes in any particular calculation of the Group's fully loaded CET1 Ratio.

Accordingly, accounting changes or regulatory changes may have a material adverse impact on the Group's calculations of regulatory capital resources and requirements, including CET1 Capital and Risk Weighted Assets, and the Group's fully loaded CET1 Ratio.

Because of the inherent uncertainty regarding whether a Capital Adequacy Trigger Event will occur, it will be difficult to predict when, if at all, an Automatic Conversion may occur. Accordingly, the trading behaviour of the Securities is not necessarily expected to follow the trading behaviour of other types of security. Any indication that a Capital Adequacy Trigger Event (and subsequent Automatic Conversion) may occur can be expected to have a material adverse effect on the market price of the Securities.

***The Group's fully loaded CET1 Ratio, and more generally, its overall capital position, will be affected by the Group's business decisions and, in making such decisions, its interests may not be aligned with those of the Holders.***

As discussed in "— *The circumstances surrounding or triggering an Automatic Conversion are unpredictable, and there are a number of factors that could affect the Group's fully loaded CET1 Ratio*" and "— *CRD IV imposes capital requirements that will restrict the Issuer's ability to make discretionary distributions in certain circumstances, in which case the Issuer may reduce or cancel interest payments on the Securities. In addition, the PRA has broad powers to impose prudential requirements on the Issuer which may include requiring the Issuer to limit or cancel interest on the Securities*" above, the Group's fully loaded CET1 Ratio and, more generally, its overall capital position could be affected by a number of factors. The Group's fully loaded CET1 Ratio and its overall capital position will also depend on the Group's decisions relating to its businesses and operations, as well as the management of its capital position. Neither the Issuer nor any member of the Group will have any obligation to consider the interests of the Holders in connection with its strategic decisions, including in respect of its capital management. Holders will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Group, including the Group's capital position, regardless of whether they result in the occurrence of mandatory distribution restrictions and/or a Capital Adequacy Trigger Event. Such decisions could cause Holders to lose all or part of the value of their investment in the Securities.

***Future regulatory changes to the calculation of CET1 Capital and/or Risk Weighted Assets may negatively affect the Group's fully loaded CET1 Ratio and thus increase the risk of a Capital Adequacy Trigger Event, which will lead to an Automatic Conversion, as a result of which Holders could lose all or part of the value of their investment in the Securities.***

CRD IV entered into force in the U.K. on 1 January 2014 and introduced significant changes in the prudential regulatory regime applicable to banks, including: increased minimum capital ratios; changes to the definition of capital and the calculation of Risk Weighted Assets; and the introduction of new measures relating to leverage, liquidity and funding. CRD IV permits a transitional period for certain of the enhanced capital requirements. However, in the U.K., the PRA accelerated the introduction of certain of the enhanced capital requirements under CRD IV and, consistent with that, for the purposes of the Securities, the Issuer will determine the Group's CET1 Capital and Risk Weighted Assets without applying the CRD IV transitional provisions and will instead determine the Group's CET1 Ratio on a so-called "fully loaded" basis. The Group's fully loaded CET1 Ratio as at 30 June 2016 was 11.6 per cent. The Group's fully loaded CET1 Ratio is determined without applying the CRD IV transitional provisions and assuming all of CRD IV is applied in the form that the Group currently expects it to apply. The Group's interpretation of CRD IV and the basis of its determination of the Group's fully loaded CET1 Ratio may be different from those of other financial institutions. For more information on how this ratio is determined, see pages 150-151 of the Joint Annual Report and pages 36-41 of the 2016 Interim Results Announcement, each of which are incorporated by reference into this Offering Circular. For the purposes of the Securities, the calculation by the Issuer of the Group's fully loaded CET1 Ratio (based on its interpretation of the Capital Regulations) at any time is binding on the Trustee and the Holders.

CRD IV requirements adopted in the United Kingdom may change, whether as a result of further changes to CRD IV agreed by EU legislators, binding regulatory technical standards to be developed by the EBA or changes to the way in which the PRA interprets and applies these requirements to U.K. banks (including as regards individual model approvals granted by the PRA). In addition, the Basel Committee is proposing a number of changes to the current regulatory framework such as the Fundamental Review of the Trading Book, revisions to the standardised approach to credit risk and proposals to impose a standardised floor on modelled risk capital requirements. These proposals have yet to be finalised and the timing has yet to be determined. Any such proposals and resulting changes, either individually and/or in aggregate, may lead to further unexpected enhanced requirements in relation to the Group's CRD IV capital, leverage, liquidity and funding ratios or alter the way such ratios are calculated.

Therefore, any changes that may occur in the application of the CRD IV rules in the U.K. subsequent to the date of this Offering Circular and/or any subsequent changes to such rules and other variables may individually and/or in the aggregate negatively affect the Group's fully loaded CET1 Ratio and thus increase the risk of a Capital Adequacy Trigger Event, which will lead to an Automatic Conversion, as a result of which a Holder could lose all or part of the value of its investment in the Securities.

***Failure to meet the requirements of regulatory stress tests could result in the Group taking steps to improve its capital position and may otherwise adversely affect the Group.***

The Group and certain of its members are subject to supervisory stress testing exercises in a number of jurisdictions. These exercises currently include the programmes of the Bank of England, the EBA, the Federal Deposit Insurance Corporation (the "FDIC"), the Federal Reserve Bank of New York and the South African Reserve Bank (the "SARB"). These exercises are designed to assess the resilience of banks to adverse economic or financial developments and ensure that they have robust, forward-looking capital planning processes that account for the risks associated with their business profile. Assessment by regulators is on both a quantitative and qualitative basis, the latter focusing on the Group's data provision, stress testing capability and internal management processes and controls.

During 2015 and 2016, the Group participated in the regulatory stress test programmes of the Bank of England, the EBA and the SARB. The Bank of England and the EBA disclosed the results of their stress test exercises on 1 December 2015 and 29 July 2016, respectively. The Group will also participate in further stress test exercises conducted by the Bank of England, the FDIC and the SARB during 2016.

Failure to meet requirements of regulatory stress tests, or the failure by regulators to approve the stress test results and capital plans of the Group, could result in the Group being required to enhance its capital position, including, for example, an additional PRA buffer which may be set by the PRA in certain circumstances, as set out in the PRA's Policy Statement PS17/15 (*Assessing capital adequacy under Pillar 2*) and the related Statement of Policy (*The PRA's methodologies for setting Pillar 2 capital*). This

may result in a need for management actions, such as reducing capital and/or leverage exposures and/or taking steps to conserve capital, which could include reducing discretionary payments (for example, potentially exercising the Issuer's discretion to cancel (in whole or in part) interest payments in respect of the Securities).

***The Issuer may redeem the Securities at its option in certain situations.***

The Issuer may, at its option, at any time, redeem the Securities, in whole but not in part, at a price equal to 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled as provided under "*Terms and Conditions of the Securities – Interest Calculation*") to (but excluding) the date fixed for redemption, if a Regulatory Event or a Tax Event has occurred, as provided under "*Terms and Conditions of the Securities – Redemption and Purchase – Redemption for Regulatory Event*" and "*Terms and Conditions of the Securities – Redemption and Purchase – Redemption for Tax Event*". In addition, the Issuer may, at its option, redeem the Securities, in whole but not in part, on each Reset Date at a redemption price equal to 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled as provided under "*Terms and Conditions of the Securities – Interest Cancellation*") to (but excluding) the date fixed for redemption. If the Issuer redeems the Securities, Holders may not be able to reinvest the redemption proceeds in securities offering a comparable yield. In addition, any early redemption of the Securities is subject to, among other things, receipt of the PRA's prior consent, regardless of whether such redemption would be favourable or unfavourable to Holders. Furthermore, Holders have no right to require the Issuer to redeem the Securities.

***The Issuer's obligations under the Securities will be unsecured and subordinated, and the rights of the holders of Conversion Shares will be further subordinated.***

The Issuer's obligations under the Securities will be unsecured and subordinated to all of the Issuer's existing and future obligations to Senior Creditors (as defined under "*Terms and Conditions of the Securities—Status*" below). In addition, payment of principal or interest in respect of the Securities cannot be made in respect of the Securities except to the extent that the Issuer could make such payment and still satisfy the Solvency Condition (as defined under "*Terms and Conditions of the Securities—Status*" below) immediately thereafter.

If (a) an order is made, or an effective resolution is passed, for the winding-up of the Issuer (except in any such case for a solvent winding-up solely for the purpose of a merger, reconstruction or amalgamation); or (b) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend, then, (1) if such events specified in (a) or (b) above occur before the date on which a Capital Adequacy Trigger Event occurs, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to a Holder if, on the day prior to the commencement of the winding-up or such administration and thereafter, such Holder were the holder of the most senior class of preference shares in the capital of the Issuer, having an equal right to a return of assets in the winding-up or such administration to, and so ranking *pari passu* with, the holders of such class of preference shares (if any) from time to time issued by the Issuer that has a preferential right to a return of assets in the winding-up or such administration, and so ranking ahead of the holders of all other classes of issued shares for the time being in the capital of the Issuer, but ranking junior to the claims of Senior Creditors, and on the assumption that the amount that such Holder was entitled to receive in respect of such preference shares, on a return of assets in such winding-up or such administration, was an amount equal to the principal amount of the relevant Security together with any damages (if payable) and (2) if such events specified in (a) or (b) above occur on or after the date on which a Capital Adequacy Trigger Event occurs but before the Conversion Date, then for the purposes of determining the claim of a Holder in such winding-up or such administration, the Conversion Date in respect of an Automatic Conversion shall be deemed to have occurred immediately before the occurrence of such events specified in (a) or (b) above.

Therefore, if the Issuer were to be wound up or placed into administration, the Issuer's liquidator or administrator would first apply assets of the Issuer to satisfy all rights and claims of Senior Creditors. If the Issuer does not have sufficient assets to settle claims of such Senior Creditors in full, the claims of the Holders will not be settled and, as a result, the Holders will lose the entire amount of their investment in the Securities. In such winding-up or administration, the Securities will share equally in payment with claims under Parity Securities (or, with claims in respect of ordinary shares, in the event of a winding-up or administration occurring in the intervening period between a Capital Adequacy Trigger Event and the

Conversion Date) if the Issuer does not have sufficient funds to make full payments on all of them, as applicable. In such a situation, Holders could lose all or part of their investment. See also *"- 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 Securities"*.

Furthermore, Holders should be aware that, upon the occurrence of an Automatic Conversion, all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with the terms of the Securities), and each holder will be effectively further subordinated due to the change in their status on a winding-up or administration after the Conversion Date from being the holder of a debt instrument ranking ahead of holders of ordinary shares to being the holder of ordinary shares of the Issuer or the beneficial owner of ordinary shares of the Issuer as evidenced by the Security. As a result, upon the occurrence of an Automatic Conversion, the Holders could lose all or part of their investment in the Securities irrespective of whether the Issuer has sufficient assets available to settle what would have been the claims of the Holders or other securities subordinated to the same extent as the Securities, in winding-up proceedings or otherwise. Therefore, even if other securities that rank *pari passu* with the Securities are paid in full, following the Conversion Date in respect of an Automatic Conversion, the Holders will have no rights to the repayment of the principal amount of the Securities or the payment of interest on the Securities and will rank as holders of ordinary shares of the Issuer (or beneficial owners of ordinary shares of the Issuer).

***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 Securities.***

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 15 May 2014, as amended ("**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 U.K. in January 2015. The final PRA rules on contractual recognition of bail-in for liabilities governed by non-EEA law came into force on 1 January 2016. The majority of the requirements of the BRRD (including the bail-in tool) were implemented 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 Securities, which may result in Holders losing some or all of their investment"* 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 Securities.*

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 FSMA (as defined above) threshold conditions for authorisation to carry on certain regulated activities (within the meaning of section 55B 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 stabilisation 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 (nationalisation).

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 could include a variation of the terms of the Securities), 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 U.K. (with possible retrospective effect) to enable the powers under the Banking Act to be used effectively.

Holders 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 (as described below).

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

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

The stabilisation 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 stabilisation 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 EBA's 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 its decision to exercise any resolution power. Therefore, Holders 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 Securities.

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

Holders 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 tool) 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 Securities, which may result in Holders 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 Securities may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Securities and/or the conversion of the Securities 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 Securities. The exercise of the bail-in tool will be separate to and thus may result in an outcome that is different from that contemplated by the terms of the Securities.

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 favourable treatment than they would have received in ordinary insolvency proceedings of the relevant entity.

The exercise of the bail-in tool in respect of the Issuer and the Securities 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 Securities and/or the ability of the Issuer to satisfy its obligations under the Securities and could

lead to Holders losing some or all of the value of their investment in such Securities or the Securities being converted into ordinary shares at a rate that may deliver fewer ordinary shares than if the Securities were to be converted into ordinary shares in accordance with their terms. 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.

*Mandatory write-down and conversion of capital instruments may affect the Securities.*

In addition, the Banking Act requires the relevant U.K. resolution authority to permanently write-down, or convert into equity, Tier 1 capital instruments (such as the Securities) and Tier 2 capital instruments at the point of non-viability of the relevant entity and before, or together with, the exercise of any stabilisation option (except in the case where the bail-in tool is to be utilised for other liabilities, in which case such capital instrument would be written down or converted into equity pursuant to the exercise of the bail-in tool, as described above, rather than the mandatory write-down and conversion power applicable only to capital instruments).

For the purposes of the application of such mandatory write-down and conversion power, the point of non-viability is the point at which the relevant U.K. resolution authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken) or that the relevant entity will no longer be viable unless the relevant capital instruments are written down or converted or the relevant entity requires extraordinary public support without which, the relevant U.K. resolution authority determines that the relevant entity would no longer be viable. As with the bail-in tool, the exercise of the mandatory write-down and conversion power is separate to and thus may result in an outcome that is different from that contemplated by the terms of the Securities.

Holders may be subject to write-down or conversion into equity on application of such powers (without requiring the consent of such Holders), which may result in such Holders losing some or all of their investment or the Securities being converted into ordinary shares at a rate that may deliver fewer ordinary shares than if the Securities were to be converted into ordinary shares in accordance with their terms. The "no creditor worse off" safeguard would not apply in relation to an application of such powers in circumstances where resolution powers are not also exercised.

The exercise of such mandatory write-down and conversion power under the Banking Act or any suggestion of such exercise could, therefore, materially adversely affect the rights of Holders, the price or value of their investment in the Securities and/or the ability of the Issuer to satisfy its obligations under the Securities.

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

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

***Holders will have limited remedies.***

Payment of principal on the Securities shall be accelerated only in the event of certain events of a winding-up or administration involving the Issuer that constitute a Winding-up Event before the occurrence of a Capital Adequacy Trigger Event. Under the terms of the Securities, a Winding-up Event results if either (i) a court of competent jurisdiction in England (or such other jurisdiction in which the Issuer may be organised) makes an order for the winding-up of the Issuer which is not successfully appealed within 30 days of the making of such order, (ii) the Issuer's shareholders adopt an effective resolution for its winding-up (other than, in the case of either (i) or (ii) above, under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii)

following the appointment of an administrator, the administrator gives notice that it intends to declare and distribute a dividend. There is no right of acceleration in the case of non-payment of principal or interest on the Securities or of the Issuer's failure to perform any of its obligations under or in respect of the Securities.

The sole remedy against the Issuer available for recovery of amounts owing in respect of any non-payment of any amount that has become due and payable under the Securities is, subject to certain conditions and to the provisions set forth in "*Terms and Conditions of the Securities—Enforcement Events and Remedies*", for the Trustee to institute proceedings in England (or such other jurisdiction in which the Issuer may be organised) (but not elsewhere) for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the Issuer's liquidation or administration.

Although the Trustee may institute such proceedings against the Issuer as it may think fit to enforce any term, obligation or condition binding on the Issuer under the Securities or the Trust Deed (other than any payment obligation of the Issuer under or arising from the Securities or the Trust Deed, including, without limitation, payment of any principal or interest, excluding any amount due to the Trustee in respect of its fees and/or expenses) (referred to herein as Performance Obligations), provided always that the Trustee (acting on behalf of the Holders) and the Holders may not enforce, and may not be entitled to enforce or otherwise claim, against the Issuer any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise (a "**Monetary Judgment**"), except by proving such Monetary Judgment in a winding-up of the Issuer and/or by claiming such Monetary Judgment in an administration of the Issuer.

The remedies under the Securities are more limited than those typically available to the Issuer's unsubordinated creditors.

No interest will be due and payable if such interest has been cancelled or deemed cancelled (in each case, in whole or in part) as described under "*Terms and Conditions of the Securities—Interest Cancellation*" below. Accordingly, no default in payment or otherwise under the Securities will have occurred or be deemed to have occurred in such circumstances.

Following the occurrence of an Automatic Conversion, all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with the terms of the Securities) on the Conversion Date, and no principal or interest can become due and payable after such date. An Automatic Conversion will not constitute a default or a Winding-up Event under the Securities.

#### ***Changes in law may adversely affect the rights of Holders.***

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

In addition, any change in law or regulation that triggers a Regulatory Event or a Tax Event would entitle the Issuer, at its option (subject to a requirement to obtain the PRA's prior consent), to redeem the Securities, in whole but not in part, as provided under "*Terms and Conditions of the Securities – Redemption and Purchase – Redemption for Regulatory Event*" and "*Terms and Conditions of the Securities – Redemption and Purchase – Redemption for Tax Event*".

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

Furthermore, the financial services industry continues to be the focus of significant regulatory change and scrutiny which may adversely affect the Group's business, financial performance, capital and risk management strategies – see pages 86-93 of the Joint Annual Report for more detail. Such regulatory changes, and the resulting actions taken to address such regulatory changes, may have an adverse impact on the Group's, and therefore the Issuer's, performance and financial condition, which could in turn affect the levels of CET1 Capital and Risk Weighted Assets and, therefore, the resulting fully loaded CET1

Ratio. It is not yet possible to predict the detail of such legislation or regulatory rulemaking or the ultimate consequences to the Group or the Holders, which could be material.

***Prior to the Conversion Date, Holders will not be entitled to any rights with respect to the Issuer's ordinary shares, but will be subject to all changes made with respect to the Issuer's ordinary shares.***

The exercise of voting rights and certain other rights related to any Conversion Shares is only possible after the issue, registration and delivery of the Conversion Shares on the Conversion Date to the Conversion Shares Depository (or the relevant recipient) in accordance with the provisions of, and subject to the limitations provided in, the articles of association of the Issuer and under "*Terms and Conditions of the Securities – Automatic Conversion*". Prior to such issuance, registration and delivery, Holders will be subject to all changes made with respect to the Issuer's ordinary shares.

***As a result of Holders receiving Conversion Shares upon the occurrence of a Capital Adequacy Trigger Event, they are particularly exposed to changes in the market price of the Issuer's ordinary shares.***

In general, investors in convertible or exchangeable securities may seek to hedge their exposure in the underlying equity securities at the time of acquisition of the convertible or exchangeable securities. Prospective investors in the Securities may look to sell ordinary shares of the Issuer in anticipation of taking a position in, or whilst holding, the Securities. This could drive down the price of the Issuer's ordinary shares. Since the Securities will mandatorily convert into Conversion Shares upon the occurrence of a Capital Adequacy Trigger Event, the price of the Issuer's ordinary shares may be more volatile if the Issuer is trending toward a Capital Adequacy Trigger Event.

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

The Securities are a new issue of securities and have no established trading market. Although application will be made to have the Securities admitted to listing and to trading on the SIX Swiss Exchange, 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 for the term of the Securities. The liquidity and the market prices for the Securities can be expected to vary with changes in market and economic conditions, the Group's financial condition and prospects and other factors that generally influence the market prices of securities. If the secondary market for the Securities is limited, there may be few buyers and this may reduce the relevant market price of the Securities.

***A downgrade of the credit rating assigned by any credit rating agency to the Issuer or to the Securities could adversely affect the liquidity or market value of the Securities. Credit ratings downgrades could occur as a result of, among other causes, changes in the ratings methodologies used by credit rating agencies. Changes in credit rating agencies' views of the level of implicit sovereign support for European banks and their groups are likely to lead to ratings downgrades.***

Upon issuance, it is expected that the Securities 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 Securities 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 these Risk Factors and other factors that may affect the liquidity or market value of the Securities. 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 and/or the Securities 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 change 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 the 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 Securities, or if such a withdrawal, suspension or downgrade is anticipated (or any credit rating agency places the credit ratings of the Issuer or the Securities 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 Securities.

***The Securities are not investment grade and are subject to the risks associated with non-investment grade securities.***

The Securities, upon issuance, will not be considered to be investment grade securities, and as such will be subject to a higher risk of price volatility than higher-rated securities. Furthermore, increases in leverage or deteriorating outlooks for the Issuer, or volatile markets, could lead to a significant deterioration in market prices of below-investment grade rated securities such as the Securities.

#### ***FATCA Withholding after 31 December 2018***

Under certain provisions of the U.S. Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder (commonly referred to as "**FATCA**"), as well as certain intergovernmental agreements between the United States and certain other countries (including the U.K.) together with expected local country implementing legislation, a 30 per cent. withholding tax may be imposed on all or some of the payments on the Securities and Conversion Shares after 31 December 2018 to Holders and non-U.S. financial institutions receiving payments on behalf of Holders that, in each case, fail to comply with information reporting, certification and related requirements. Under current regulations, the amount to be withheld is not defined, and it is not yet clear whether or to what extent payments on the Securities and Conversion Shares may be subject to this withholding tax. This withholding tax, if it applies, could apply to any payment made with respect to the Securities and Conversion Shares, including payments of both principal and interest. Moreover, withholding may be imposed at any point in a chain of payments if a non-U.S. payee fails to comply with U.S. information reporting, certification and related requirements. Accordingly, Securities and Conversion Shares held through a non-compliant institution may be subject to withholding even if the Holder otherwise would not be subject to withholding.

If withholding is required in respect of this withholding tax, the Issuer will not be required to pay any additional amounts with respect to any amounts withheld. A beneficial owner of Securities and Conversion Shares that is not a foreign financial institution generally will be entitled to a refund of any amounts withheld in respect of this withholding tax, but this may entail significant administrative burden. Holders are urged to consult their tax advisers and any banks or brokers through which they will hold the Securities and Conversion Shares as to the consequences (if any) of these rules to them.

***Because the global certificate is held by or on behalf of the Clearing Systems, investors will have to rely on the Clearing Systems' procedures for transfer, payment and communication with the Issuer.***

The Securities will be represented by a global certificate except in certain limited circumstances described in "*Form of the Securities*" below. Such global certificate will be deposited with a common depository for Euroclear and/or Clearstream, Luxembourg and registered in the name of such depository or its nominee, and beneficial interests in the global certificate will be held through the Clearing Systems and their respective direct or indirect participants, and such direct and indirect participants will record beneficial interests on their books. While the Securities are represented by the global certificate, the Issuer will discharge its payment obligations under the Securities by making payments to or to the order of the common depository for Euroclear and/or Clearstream, Luxembourg, for distribution to its account holders. A holder of a beneficial interest in a global certificate must rely on the procedures of the Clearing Systems to receive payments under the Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the global certificate. Holders of beneficial interests in the global certificate may have to rely on the Clearing Systems to exercise their voting rights in any creditors meeting in relation to the Securities or to appoint appropriate proxies.

***The Trust Deed contains provisions which may permit modification of the Securities without the consent of all Holders.***

The Trust Deed contains provisions permitting modifications and amendments to the Securities without the consent of the Holders and with the consent of a specified quorum and majority of the outstanding Securities in other circumstances. Valid resolutions passed by such Holders will bind all Holders including those Holders that did not attend and vote at the relevant meeting and those Holders who voted in a manner contrary to the majority.

***Risks relating to the Issuer and the Group***

For risks relating to the Issuer and the Group and their impact, see the section entitled "*Risk Review*" on pages 86-93 of the Joint Annual Report (as defined below) and the description of the risks relating to an exit of the U.K. from the EU set out in the section entitled "*Risk Management and principal risks*" on page 30 of the 2016 Interim Results Announcement, each of which is incorporated by reference herein.

## INFORMATION INCORPORATED BY REFERENCE

The following information has been filed with the SIX Swiss Exchange and shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) the joint Annual Report of the Issuer and the Bank, as filed with the SEC on Form 20-F on 1 March 2016 in respect of the financial years ended 31 December 2014 and 31 December 2015 (the "**Joint Annual Report**");
- (b) the joint announcement of the Issuer and the Bank relating to the Group Strategy Update, as filed with the SEC on Form 6-K on 1 March 2016 (the "**March 2016 Group Strategy Update**");
- (c) the Group Reporting Changes 2015 & 2014 Results Restatement Document of the Issuer, as filed with the SEC on Form 6-K on 15 April 2016 (the "**Restatement Document**"); and
- (d) the joint unaudited Interim Results Announcement of the Issuer and the Bank as filed with the SEC on Form 6-K on 29 July 2016 in respect of the six months ended 30 June 2016 (the "**2016 Interim Results Announcement**").

The above documents may be inspected as described in paragraph 7 of "*General Information*" and are available on the SEC's website at <http://www.sec.gov/cgi-bin/browse-edgar?company=barclays+plc&owner=exclude&action=getcompany>. Any information incorporated by reference in the documents specified above does not form part of this Base Prospectus.

Copies of documents incorporated by reference in this Offering Circular as well as this Offering Circular and any supplements thereto, if any, are available free of charge in Switzerland at the office of BNP PARIBAS SECURITIES SERVICES, Paris, succursale de Zurich, Selnaustrasse 16, CH-8002 Zurich, Switzerland or may be obtained by fax (+41 58 212 6360) or email ([ZURICH\\_BP2S\\_CUSTODY@bnpparibas.com](mailto:ZURICH_BP2S_CUSTODY@bnpparibas.com)).

The Issuer has applied IFRS/IAS as issued by the International Accounting Standards Board and as adopted by the EU in the financial statements incorporated by reference above. A summary of the significant accounting policies for the Issuer is included in the Joint Annual Report.

## TERMS AND CONDITIONS OF THE SECURITIES

*The following, subject to completion and amendment, are the terms and conditions of the Securities substantially as they will appear in the trust deed constituting the Securities. The wording appearing in italics below is included for disclosure purposes only and does not form part of the terms and conditions of the Securities.*

The US\$1,500,000,000 7.875 per cent. Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Securities (Callable 2022 and Every Five Years Thereafter) (the "**Securities**", which expression includes any further securities issued pursuant to Condition 15 (*Further Issues*) and forming a single series therewith) of Barclays PLC (the "**Issuer**") are constituted by, are subject to, and have the benefit of, a trust deed dated 31 August 2016 (as amended and/or restated and/or supplemented from time to time, the "**Trust Deed**") between the Issuer and BNY Mellon Corporate Trustee Services Limited as trustee (the "**Trustee**", which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed) and are the subject of an agency agreement dated 31 August 2016 (as amended or supplemented from time to time, the "**Agency Agreement**") between the Issuer, The Bank of New York Mellon (Luxembourg) S.A. as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Securities), The Bank of New York Mellon, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Securities), the transfer agents named therein (the "**Transfer Agents**", which expression includes any successor or additional transfer agents appointed from time to time in connection with the Securities), the paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Securities), The Bank of New York Mellon, London Branch as calculation agent (the "**Calculation Agent**", which expression includes any successor calculation agent appointed from time to time in connection with the Securities) and the Trustee. References herein to the "**Agents**" are to the Registrar, the Principal Paying Agent, the Transfer Agents, the Paying Agents and the Calculation Agent and any reference to an "**Agent**" is to any one of them. Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. The Holders (as defined below) are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. In addition, the Issuer has appointed BNP Paribas Securities Services, Paris, succursale de Zurich as Swiss paying agent pursuant to a Swiss paying agency agreement dated 31 August 2016 (as amended or supplemented from time to time, the "**Swiss Paying Agency Agreement**"). Copies of the Trust Deed, the Agency Agreement and the Swiss Paying Agency Agreement are available for inspection by Holders during normal business hours at the registered office for the time being of the Trustee, being at the date hereof One Canada Square, London E14 5AL and at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below.

### 1. **Form, Denomination and Status**

#### (a) *Form and denomination*

The Securities are in registered form in the denominations of US\$200,000 and integral multiples of US\$1,000 in excess thereof (each, an "**Authorised Denomination**").

#### (b) *Status*

The Securities constitute direct, unsecured and subordinated obligations of the Issuer, ranking *pari passu* without any preference among themselves. The rights and claims of the Holders in respect of or arising from the Securities (including any damages (if payable)) are subordinated to the claims of Senior Creditors.

If:

- (i) an order is made, or an effective resolution is passed, for the winding-up of the Issuer (except in any such case for a solvent winding-up solely for the purpose of a merger, reconstruction or amalgamation); or
- (ii) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend,

then, (1) if such events specified in (i) or (ii) above occur before the date on which a Capital Adequacy Trigger Event occurs, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to a Holder if, on the day prior to the commencement of the winding-up or such administration and thereafter, such Holder were the holder of the most senior class of preference shares in the capital of the Issuer, having an equal right to a return of assets in the winding-up or such administration to, and so ranking *pari passu* with, the holders of such class of preference shares (if any) from time to time issued by the Issuer that has a preferential right to a return of assets in the winding-up or such administration, and so ranking ahead of the holders of all other classes of issued shares for the time being in the capital of the Issuer, but ranking junior to the claims of Senior Creditors, and on the assumption that the amount that such Holder was entitled to receive in respect of such preference shares, on a return of assets in such winding-up or such administration, was an amount equal to the principal amount of the relevant Security together with any damages (if payable) and (2) if such events specified in (i) or (ii) above occur on or after the date on which a Capital Adequacy Trigger Event occurs but before the Conversion Date, then for purposes of determining the claim of a Holder in such winding-up or such administration, the Conversion Date in respect of an Automatic Conversion shall be deemed to have occurred immediately before the occurrence of such events specified in (i) or (ii) above.

Furthermore, other than in the event of a winding-up or administration of the Issuer specified in (i) or (ii) above, payments in respect of or arising from the Securities are conditional upon the Issuer being solvent at the time of payment by the Issuer and in that no sum in respect of or arising from the Securities may fall due and be paid except to the extent that the Issuer could make such payment and still be solvent immediately thereafter (such condition referred to herein as the "**Solvency Condition**"). The Issuer shall be considered to be solvent at a particular point in time if (i) it is able to pay its debts owed to Senior Creditors as they fall due and (ii) the Balance Sheet Condition has been met.

A certificate as to whether or not the Issuer is solvent at any particular point in time by two Authorised Signatories shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct and sufficient evidence thereof.

Any payment of interest not due by reason of this paragraph (b) (*Status*) shall be deemed cancelled as provided in Condition 4(b) (*Interest Cancellation – Restriction on interest payments*).

"**Senior Creditors**" means creditors of the Issuer (i) who are unsubordinated creditors; (ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the winding-up or administration of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise; or (iii) whose claims are, or are expressed to be, junior to the claims of other creditors of the Issuer, whether subordinated or unsubordinated, other than those whose claims rank, or are expressed to rank, *pari passu* with, or junior to, the claims of the Holders.

The "**Balance Sheet Condition**" shall be satisfied in relation to the Issuer if the value of its assets is at least equal to the value of its liabilities (taking into account its contingent and prospective liabilities), according to the criteria that would be applied by the High Court of Justice of England and Wales (or the relevant authority of such other jurisdiction in which the Issuer may be organised) in determining whether the Issuer is "unable to pay its debts" under section 123(2) of the U.K. Insolvency Act 1986 or any amendment or re-enactment thereof (or in accordance with the corresponding provisions of the applicable laws of such other jurisdiction in which the Issuer may be organised).

(c) *No set-off*

Subject to applicable law, no Holder 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 Securities and each Holder shall, by virtue of its

holding of any Securities, 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 by the Issuer in respect of, or arising under, the Securities 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.

(d) *The Trustee*

The provisions of paragraph (b) (*Status*) above apply only to the principal and interest and any other amounts payable in respect of the Securities and nothing in paragraph (b) (*Status*) above or in Conditions 4 (*Interest Cancellation*), 8 (*Automatic Conversion*) or 10 (*Enforcement Events and Remedies*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

The Trustee shall have no responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with any non-payment of interest, principal or other amounts by reason of paragraph (b) (*Status*) above or Condition 4 (*Interest Cancellation*) or any Automatic Conversion pursuant to Condition 8 (*Automatic Conversion*). Furthermore, the Trustee shall not be responsible for any calculation or the verification of any calculation in connection with any of the foregoing.

2. **Register, Title and Transfers**

(a) *Register*

The Registrar will maintain a register (the "**Register**") in respect of the Securities in accordance with the provisions of the Agency Agreement. In these Conditions, the "**Holder**" of a Security means the person in whose name such Security is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A certificate (each, a "**Certificate**") will be issued to each Holder in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register.

(b) *Title*

The Holder of each Security shall (except as otherwise required by law) be treated as the absolute owner of such Security for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft of such Certificate) and no person shall be liable for so treating such Holder. No person shall have any right to enforce any term or condition of the Securities or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

(c) *Transfers*

Subject to paragraphs (f) (*Closed periods*) and (g) (*Regulations concerning transfers and registration*) below, a Security may be transferred upon surrender of the relevant Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; *provided, however, that* a Security may not be transferred unless the principal amount of Securities transferred and (where not all of the Securities held by a Holder are being transferred) the principal amount of the balance of Securities not transferred are Authorised Denominations. Where not all the Securities represented by the surrendered

Certificate are the subject of the transfer, a new Certificate in respect of the balance of the Securities will be issued to the transferor.

(d) *Registration and delivery of Certificates*

Within five business days of the surrender of a Certificate in accordance with paragraph (c) (*Transfers*) above, the Registrar will register the transfer in question and deliver a new Certificate of a like principal amount to the Securities transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph (*Registration and delivery of Certificates*), "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.

(e) *No charge*

The transfer of a Security will be effected without charge by or on behalf of the Issuer, the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

(f) *Closed periods*

Holders may not require transfers to be registered during the period of 15 days ending on any Interest Payment Date or the date fixed for redemption (if any), as the case may be.

(g) *Regulations concerning transfers and registration*

All transfers of Securities and entries on the Register are subject to the detailed regulations concerning the transfer of Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Trustee and the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any Holder who requests in writing a copy of such regulations.

3. **Interest**

(a) *Interest accrual*

The Securities bear interest at the applicable Rate of Interest from (and including) the Issue Date and the amount of such interest will (subject to Condition 4 (*Interest Cancellation*), Condition 6 (*Payments*) and Condition 8 (*Automatic Conversion*)) be payable on each Interest Payment Date, in accordance with the provisions of this Condition 3 (*Interest*). Each Security will cease to bear interest from the date fixed for redemption (if any) unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest in accordance with, and subject to, the Conditions (both before and after judgment) until the day on which such principal is received by or on behalf of the relevant Holder.

(b) *Rate of interest*

(i) The rate of interest in respect of the period from (and including) the Issue Date to (but excluding) 15 March 2022 will be 7.875 per cent. per annum (the "**Initial Interest Rate**").

(ii) The rate of interest in respect of each period from (and including) a Reset Date to (but excluding) the next following Reset Date shall be a rate per annum equal to the aggregate of the applicable Mid-Market Swap Rate on the relevant Reset Determination Date and 6.772 per cent. (the "**Subsequent Interest Rate**").

(c) *Interest Payment Dates*

- (i) Subject to Condition 4 (*Interest Cancellation*) and paragraph (ii) below, interest, if any, will be payable quarterly in arrear on 15 March, 15 June, 15 September and 15 December of each year (each, an "**Interest Payment Date**").
- (ii) Subject to Condition 4 (*Interest Cancellation*), the first date on which interest may be paid will be 15 December 2016 for the period commencing on (and including) the Issue Date and ending on (but excluding) 15 December 2016.

(d) *Calculation of interest amount*

Subject to Condition 4 (*Interest Cancellation*) and Condition 6 (*Payments*), the amount of interest payable in respect of each Security shall be calculated by applying the relevant Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest cent (half a cent being rounded upwards) and multiplying such rounded figure by a fraction equal to the Authorised Denomination of such Security divided by the Calculation Amount.

(e) *Determination of Subsequent Interest Rate*

Each Subsequent Interest Rate shall be determined by the Calculation Agent on the relevant Reset Determination Date.

(f) *Publication*

The Calculation Agent will cause each Subsequent Interest Rate determined by it to be notified to the Issuer, the Paying Agents, the Trustee and the competent authority and/or stock exchange by which the Securities have then been admitted to listing and/or trading as soon as possible after such determination but in any event not later than the Reset Date. Notice thereof shall also be given to the Holders by the Calculation Agent in accordance with Condition 16 (*Notices*) as soon as possible after the determination thereof.

(g) *Notifications etc.*

All notifications, opinions, communications, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 3 (*Interest*) by the Calculation Agent will (in the absence of manifest error) be final and binding on the Issuer, the Trustee, the Paying Agents and the Holders. No Holder shall be entitled to proceed against the Calculation Agent, the Trustee, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including without limitation in respect of any notification, opinion, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 3 (*Interest*).

The Calculation Agent shall not be responsible to the Issuer, the Holders or any third party for any failure of the Reference Banks to provide quotations as requested of them or as a result of the Calculation Agent having acted on any quotation or other information given by any Reference Bank which subsequently may be found to be incorrect or inaccurate in any way.

(h) *Determination by the Trustee*

If the Calculation Agent does not at any time for any reason determine the Subsequent Interest Rate, the Trustee, or an agent on its behalf appointed at the expense of the Issuer, shall do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee or its agent shall apply the foregoing provisions of this Condition 3 (*Interest*), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

4. **Interest Cancellation**

(a) *Interest payments discretionary*

Interest on the Securities is due and payable only at the sole discretion of the Issuer, and the Issuer shall have sole and absolute discretion at all times and for any reason to cancel (in whole or in part) any interest payment that would otherwise be payable on any Interest Payment Date. If the Issuer does not make an interest payment on the relevant Interest Payment Date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest payment (or the portion thereof not paid) shall not be due and payable.

If the Issuer provides notice to cancel a portion, but not all, of an interest payment and the Issuer subsequently does not make a payment of the remaining portion of such interest payment on the relevant Interest Payment Date, such non-payment shall evidence the Issuer's exercise of its discretion to cancel such remaining portion of the interest payment, and accordingly such remaining portion of the interest payment shall also not be due and payable.

(b) *Restriction on interest payments*

(i) Subject to the extent permitted in paragraph (b)(ii) below, the Issuer shall not make an interest payment on the Securities on any Interest Payment Date (and such interest payment shall therefore be deemed to have been cancelled and thus shall not be due and payable on such Interest Payment Date) if:

(A) the Issuer has an amount of Distributable Items on such Interest Payment Date that is less than the sum of (i) all distributions or interest payments made or declared by the Issuer since the end of the last financial year and prior to such Interest Payment Date on or in respect of any Parity Securities, the Securities and any Junior Securities and (ii) all distributions or interest payments payable by the Issuer (and not cancelled or deemed cancelled) on such Interest Payment Date (x) on the Securities and (y) on or in respect of any Parity Securities, in the case of each of (i) and (ii), excluding any payments already accounted for in determining the Distributable Items; or

(B) the Solvency Condition is not satisfied in respect of such interest payment.

(ii) The Issuer may, in its sole discretion, elect to make a partial interest payment on the Securities on any Interest Payment Date, only to the extent that such partial interest payment may be made without breaching the restrictions set out in paragraph (b)(i) above.

The Issuer shall be responsible for determining compliance with this paragraph (b) (*Restriction on interest payments*) and neither the Trustee nor any Agent shall be required to monitor such compliance or to perform any calculations in connection therewith.

(c) *Agreement to interest cancellation*

By subscribing for, purchasing or otherwise acquiring the Securities, Holders acknowledge and agree that:

(i) interest is payable solely at the discretion of the Issuer, and no amount of interest shall become due and payable in respect of the relevant interest period to the extent that it has been (x) cancelled (in whole or in part) by the Issuer at its sole discretion and/or (y) deemed cancelled (in whole or in part) as a result of

the Issuer having insufficient Distributable Items or failing to satisfy the Solvency Condition; and

- (ii) a cancellation or deemed cancellation of interest (in each case, in whole or in part) in accordance with these Conditions shall not constitute a default in payment or otherwise under the terms of the Securities.

(d) *Effect of interest cancellation*

Interest will only be due and payable on an Interest Payment Date to the extent it is not cancelled or deemed cancelled in accordance with paragraph (a) (*Interest payments discretionary*) and paragraph (b) (*Restriction on interest payments*) above. Any interest cancelled or deemed cancelled (in each case, in whole or in part) in such circumstances shall not be due and shall not accumulate or be payable at any time thereafter, and Holders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation or deemed cancellation. The Issuer may use such cancelled payments without restriction to meet its obligations as they fall due.

(e) *Notice of interest cancellation*

The Issuer shall provide notice of any cancellation or deemed cancellation of interest (in whole or in part) to the Holders in accordance with Condition 16 (*Notices*) and to the Trustee and the Principal Paying Agent as soon as possible. If practicable, the Issuer shall endeavour to provide such notice at least five business days prior to the relevant Interest Payment Date. Failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation or deemed cancellation of interest, or give Holders any rights as a result of such failure.

5. **Redemption and Purchase**

(a) *No fixed redemption date*

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 1(b) (*Form, Denomination and Status - Status*) and Condition 10 (*Enforcement Events and Remedies*) and without prejudice to the provisions of Condition 11 (*Prescription*)) only have the right to redeem or repurchase the Securities in accordance with the following provisions of this Condition 5 (*Redemption and Purchase*).

(b) *Issuer's call option*

Subject to paragraph (c) (*Conditions to redemption*) below, the Issuer may, at its option, redeem the Securities, in whole but not in part, on any Reset Date at 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled in accordance with Condition 4 (*Interest Cancellation*)) to (but excluding) the date fixed for redemption.

(c) *Redemption for Regulatory Event*

Subject to paragraph (c) (*Conditions to redemption*) below, if there is a change in the regulatory classification of the Securities that occurs on or after the Issue Date and that does, or would be likely to, result in the whole or any part of the outstanding aggregate principal amount of the Securities at any time being excluded from, or ceasing to count towards, the Group's Tier 1 Capital (a "**Regulatory Event**"), the Issuer may, at its option, at any time redeem the Securities, in whole but not in part, at a redemption price equal to 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled in accordance with Condition 4 (*Interest Cancellation*)) to (but excluding) the date fixed for redemption.

(d) *Redemption for Tax Event*

Subject to paragraph (e) (*Conditions to redemption*) below, the Securities may be redeemed at the option of the Issuer, in whole but not in part, at any time at a redemption price of 100 per cent. of their principal amount, together with any accrued but unpaid interest (which excludes any interest cancelled or deemed cancelled in accordance with Condition 4 (*Interest Cancellation*)) to (but excluding) the date fixed for redemption, if the Issuer determines 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, including a decision of any court or tribunal which becomes effective on or after the Issue Date (and, in the case of a Successor Entity, which becomes effective on or after the date of that entity's assumption of the Issuer's obligations):

- (i) the Issuer will or would be required to pay Holders Additional Amounts;
- (ii) the Issuer would not be entitled to claim a deduction in respect of any payments in computing its taxation liabilities or the value of the deduction would be materially reduced;
- (iii) the Issuer would not, as a result of the Securities 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 the Issuer is 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 Securities or any similar system or systems having like effect as may from time to time exist); or
- (iv) the Issuer would, in the future, have to bring into account a taxable credit if the principal amount of the Securities was written down or the Securities were converted into Conversion Shares;

(each such change in tax law or regulation or the official application thereof, a "**Tax Event**");

*provided that* in the case of each Tax Event, the consequences of the Tax Event cannot be avoided by the Issuer taking reasonable measures available to it.

(e) *Conditions to redemption*

- (i) *PRA consent*: Notwithstanding any other provision, the Issuer may redeem the Securities (and give notice thereof to the Holders) only if it has obtained the PRA's prior consent (if such consent is then required by the Capital Regulations) for the redemption of the Securities.
- (ii) *Issuer's certificate on Tax Event*: in the case of a redemption in accordance with paragraph (d) (*Redemption for Tax Event*) above, prior to giving notice of redemption in accordance with paragraph (iv) (*Notice of redemption*) below, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer following receipt of an opinion of a firm of independent legal advisers or accountants to the effect either that such a circumstance does exist or that, upon 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, which at the date of such certificate is proposed to be made and in the opinion of such firm and the Issuer (based on such opinion) is reasonably expected to become effective on or prior to the date when the relevant payment in respect of the Securities would otherwise be made, becoming so effective, such circumstances would exist. The Trustee shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the

circumstances set out above and without further enquiry or liability for so doing, in which event it shall be conclusive and binding on the Holders.

- (iii) *Issuer's certificate on a Regulatory Event:* in the case of a redemption in accordance with paragraph (c) (*Redemption for Regulatory Event*) above, prior to giving notice of redemption in accordance with paragraph (iv) (*Notice of redemption*) below, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the relevant circumstance referred to in paragraph (c) (*Redemption for Regulatory Event*) above does exist. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive and sufficient evidence thereof.
- (iv) *Notice of redemption:* Any redemption of the Securities shall be subject to the Issuer providing not less than 30 days' nor more than 60 days' prior notice to the Holders in accordance with Condition 16 (*Notices*) and to the Trustee and the Principal Paying Agent (such notice being irrevocable except in the limited circumstances set out in paragraph (v) (*Solvency Condition*) below and (vi) (*Capital Adequacy Trigger Event*) below) specifying the Issuer's election to redeem the Securities and the date fixed for such redemption. The Issuer shall not be entitled to deliver a notice of redemption after an Automatic Conversion Notice has been delivered.
- (v) *Solvency Condition:* If the Issuer has elected to redeem the Securities but the Solvency Condition is not satisfied in respect of the relevant redemption payment on the applicable redemption date, 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. The Issuer shall notify the Holders in accordance with Condition 16 (*Notices*) and the Trustee and the Principal Paying Agent of any such rescission as soon as practicable prior to, or, as the case may be, following, the applicable redemption date.
- (vi) *Capital Adequacy Trigger Event:* If the Issuer has elected to redeem the Securities but prior to the payment of the redemption amount with respect to such redemption a Capital Adequacy Trigger Event occurs, the relevant notice of redemption shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and an Automatic Conversion shall occur in accordance with Condition 8 (*Automatic Conversion*). The Issuer shall deliver an Automatic Conversion Notice in accordance with Condition 8 (*Automatic Conversion*).

(f) *Purchase*

The Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding Securities at any price in the open market or otherwise in accordance with the Capital Regulations applicable to the Group in force at the relevant time, and subject to the prior consent of the PRA (if such consent is then required by the Capital Regulations) and to applicable law and regulation.

(g) *Cancellation*

All Securities redeemed by the Issuer pursuant to this Condition 5 (*Redemption and Purchase*) shall be cancelled and may not be reissued or resold. All Securities purchased by or on behalf of the Issuer or any member of the Group may be held, reissued, resold and/or, at the option of the Issuer or any such member of the Group, surrendered for cancellation. Any Securities so surrendered for cancellation may not be reissued or resold.

(h) *Trustee Not Obligated to Monitor*

The Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 5 (*Redemption and Purchase*) and will not

be responsible to Holders for any loss arising from any failure by it to do so. Unless and until the Trustee has actual knowledge of the occurrence of any event or circumstance within this Condition 5 (*Redemption and Purchase*), it shall be entitled to assume that no such event or circumstance exists.

*The rules under CRD IV prescribe certain conditions for the granting of permission by the PRA to a request by the Issuer to redeem or repurchase the Securities. In this respect, the CRD IV Regulation provides that the competent authority (the PRA in the case of the Issuer) shall grant permission to a redemption or repurchase of the Securities provided that either of the following conditions is met, as applicable to the Securities:*

- (1) on or before such redemption or repurchase of the Securities, the Issuer replaces the Securities with own funds instruments of an equal or higher quality on terms that are sustainable for its income capacity; or*
- (2) the Issuer has demonstrated to the satisfaction of the PRA that its own funds would, following such redemption or repurchase, exceed the capital ratios required under CRD IV by a margin that the PRA may consider necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution.*

*In addition, the rules under CRD IV provide that the PRA may only permit the Issuer to redeem the Securities before five years after the date of issuance of the Securities if:*

- (a) the conditions listed in paragraphs (1) or (2) above are met; and*
- (b) in the case of redemption due to the occurrence of a Regulatory Event, (i) the PRA considers such change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the PRA that the Regulatory Event was not reasonably foreseeable at the time of the issuance of the Securities; or*
- (c) in the case of redemption due to the occurrence of a Tax Event, the Issuer demonstrates to the satisfaction of the PRA that such Tax Event is material and was not reasonably foreseeable at the time of issuance of the Securities.*

*The rules under CRD IV may be modified from time to time after the date of issuance of the Securities.*

## **6. Payments**

### **(a) Principal**

Payments of principal shall be made by U.S. dollar cheque drawn on, or upon application by a Holder to the Specified Office of the Principal Paying Agent not later than the fifteenth day before the due date for any such payment, by transfer to a U.S. dollar account maintained by the payee with, a bank that processes payments in U.S. dollars and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

### **(b) Interest**

Payments of interest shall be made by U.S. dollar cheque drawn on, or upon application by a Holder to the Specified Office of the Principal Paying Agent not later than the fifteenth day before the due date for any such payment, by transfer to a U.S. dollar account maintained by the payee with, a bank that processes payments in U.S. dollars and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Certificates at the Specified Office of any Paying Agent.

(c) *Payments subject to fiscal laws*

All payments in respect of the Securities are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, or other laws and regulations to which the Issuer or its Agents agree to be subject and, save as provided in Condition 7 (*Taxation*), neither the Issuer nor any of its Agents will be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements. No commissions or expenses shall be charged to the Holders in respect of such payments.

(d) *Payments on Payment Business Days*

Subject to Conditions 4 (*Interest Cancellation*), 5 (*Redemption and Purchase*) and 8 (*Automatic Conversion*), where payment is to be made by transfer to a U.S. dollar account, payment instructions (for value the relevant Interest Payment Date or the date fixed for redemption, as the case may be, or, if such date is not a Payment Business Day, for value the next succeeding Payment Business Day (but no interest will accrue during the period from and after the Interest Payment Date or the date fixed for redemption, as the case may be)) will be initiated and, where payment is to be made by U.S. dollar cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the date fixed for redemption and the day on which the relevant Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the relevant Interest Payment Date. A Holder shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the date fixed for redemption or the relevant Interest Payment Date, as the case may be, not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 6 (*Payments*) arriving after the due date for payment or being lost in the mail.

(e) *Partial payments*

If a Paying Agent makes a partial payment in respect of any Security, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Certificate.

(f) *Record date*

Each payment in respect of a Security will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the relevant Interest Payment Date or the date fixed for redemption (if any), as the case may be (the "**Record Date**"). Where payment in respect of a Security is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

7. **Taxation**

All payments of principal and interest in respect of the Securities by or on behalf of the Issuer shall be made free and clear of, and 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. In that event, but subject to the restrictions referred to below, the Issuer shall pay such additional amounts (the "**Additional Amounts**") as will result in receipt by the Holders of such amounts after such withholding or deduction as would have been received by them had no such withholding or deduction been required. However, no such Additional Amounts shall be payable in respect of any Security because:

- (i) the Holder or the beneficial owner of the Securities 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 Security, or the collection of any payment of, or in respect of, the principal of, or any interest on, any Securities;
- (ii) except in the case of the Issuer's winding-up in England, the relevant Security is presented for payment in the United Kingdom;
- (iii) the relevant Security is 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 Additional Amounts on presenting the Security for payment at the close of such 30-day period;
- (iv) the Holder or the beneficial owner of the relevant Securities or the beneficial owner of any payment of (or in respect of) principal of, or any interest on Securities 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;
- (v) such taxes are imposed on a payment to an individual and are required to be made pursuant to the European Union Directive on the taxation of savings income, adopted on 3 June 2003, or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (vi) the relevant Security 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 relevant Security to a paying agent in a member state of the European Union or elsewhere; or
- (vii) 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 Securities had been the Holder.

The restrictions on interest payment in Condition 4(b) (*Interest Cancellation – Restriction on Interest Payments*) shall apply to any Additional Amounts *mutatis mutandis*.

In these Conditions, any reference to principal or interest shall be deemed to include any Additional Amounts in respect of principal or interest (as the case may be) which are, were or would be payable under this Condition 7 (*Taxation*).

For the avoidance of doubt, any amounts to be paid by the Issuer on the Securities 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 the Issuer will not be required to pay Additional Amounts on account of any FATCA Withholding Tax.

## 8. **Automatic Conversion**

### (a) *Automatic Conversion Upon Capital Adequacy Trigger Event*

- (i) *Automatic Conversion*: If a Capital Adequacy Trigger Event occurs, then an Automatic Conversion will occur on the Conversion Date at which point all of

the Issuer's obligations under the Securities (other than the CSO Obligations, if any) shall be irrevocably and automatically released in consideration of the Issuer's issuance of the Conversion Shares to the Conversion Shares Depository on the Conversion Date at the Conversion Price. Under no circumstances shall such released obligations be reinstated. If the Issuer has been unable to appoint a Conversion Shares Depository, it shall make such other arrangements for the issuance and/or delivery of the Conversion Shares or Conversion Shares Offer Consideration, as applicable, to the Holders as it shall consider reasonable in the circumstances, which may include issuing the Conversion Shares to another nominee or to the Holders directly, which issuance shall irrevocably and automatically release all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) as if the Conversion Shares had been issued to the Conversion Shares Depository.

A "**Capital Adequacy Trigger Event**" shall occur if at any time the fully loaded CET1 Ratio is less than 7.00 per cent. Whether a Capital Adequacy Trigger Event has occurred at any time shall be determined by the Issuer and such determination shall be binding on the Trustee and the Holders. The Automatic Conversion shall occur without delay upon the occurrence of a Capital Adequacy Trigger Event.

The Conversion Shares shall initially be registered in the name of the Conversion Shares Depository (which shall hold the Conversion Shares on behalf of the Holders) or the relevant recipient as contemplated above, and each Holder shall be deemed to have irrevocably directed the Issuer to issue the Conversion Shares corresponding to the conversion of its holding of Securities to the Conversion Shares Depository (or to such other relevant recipient).

- (ii) *Automatic Conversion Notice:* Upon the occurrence of a Capital Adequacy Trigger Event, the Issuer shall immediately inform the PRA and shall deliver the Automatic Conversion Notice to the Holders in accordance with Condition 16 (*Notices*) and paragraph (b) (*Automatic Conversion Procedure*) below and to the Trustee and the Principal Paying Agent. On or (if reasonably practicable) prior to giving the Automatic Conversion Notice, the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the Capital Adequacy Trigger Event has occurred and the Trustee shall be entitled to accept such certificate as sufficient evidence of the occurrence of such event, in which event such certificate shall be conclusive and binding on the Trustee and the Holders.
- (iii) *Effect of Automatic Conversion:* Following an Automatic Conversion, no Holder will have any rights against the Issuer with respect to the repayment of the principal amount of the Securities or the payment of interest or any other amount on or in respect of such Securities, which liabilities of the Issuer shall be irrevocably and automatically released and, accordingly, the principal amount of the Securities shall equal zero at all times thereafter. Any interest in respect of an interest period ending on any Interest Payment Date falling between the date of a Capital Adequacy Trigger Event and the Conversion Date shall be deemed to have been cancelled upon the occurrence of such Capital Adequacy Trigger Event and shall not be due and payable.

Following the issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient as contemplated above and as applicable) on the Conversion Date, the Securities shall remain in existence until the applicable Cancellation Date for the sole purpose of evidencing (a) the Holder's right to receive Conversion Shares or Conversion Shares Offer Consideration, as applicable, from the Conversion Shares Depository (or such other relevant recipient) and (b) the Issuer's CSO Obligations, if any.

- (iv) *No recourse to the Issuer:* Provided that the Issuer issues the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient as

contemplated above) in accordance with these Conditions, with effect from the Conversion Date, Holders shall have recourse only to the Conversion Shares Depository (or to such other relevant recipient, as applicable) for the delivery to them of Conversion Shares or, if the Issuer elects that a Conversion Shares Offer be made pursuant to paragraph (d) (*Conversion Share Offer*) below, of any Conversion Shares Offer Consideration to which such Holders are entitled.

- (v) *Agreement and waiver by the Holders:* Notwithstanding any other provision herein, by its subscription, purchase or other acquisition of the Securities, each Holder shall (i) agree to all the Conditions, including, without limitation, those related to (x) the occurrence of a Capital Adequacy Trigger Event and any related Automatic Conversion and (y) the appointment of the Conversion Shares Depository, the issuance of the Conversion Shares to the Conversion Shares Depository (or to the relevant recipient in accordance with these Conditions) and the potential sale of the Conversion Shares pursuant to a Conversion Shares Offer, (ii) agree that effective upon, and following, an Automatic Conversion, no amount shall be due and payable to the Holders under the Securities and the liability of the Issuer to pay any such amounts (including the principal amount of, or any interest in respect of, the Securities) shall be automatically released, and the Holders shall not have the right to give a direction to the Trustee with respect to the Capital Adequacy Trigger Event and any related Automatic Conversion and (iii) waive any claims related to or arising out of or in connection with a Capital Adequacy Trigger Event and/or any Automatic Conversion.
- (vi) *No option to convert:* The Securities are not convertible into Conversion Shares at the option of the Holders at any time.

(b) *Automatic Conversion Procedure*

If a Capital Adequacy Trigger Event has occurred, the Issuer shall deliver an Automatic Conversion Notice to the Trustee, the Principal Paying Agent and the Holders in accordance with Condition 16 (*Notices*) as soon as practicable after such time.

Notwithstanding Condition 16 (*Notices*), the Automatic Conversion Notice shall be deemed to have been given on the date on which it is dispatched to the Trustee and the Holders.

Within 10 business days following the Conversion Date, the Issuer shall deliver a Conversion Shares Offer Notice to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*).

(c) *The Conversion Shares*

The number of Conversion Shares to be issued to the Conversion Shares Depository on the Conversion Date shall be determined by dividing the aggregate principal amount of the Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date by the Conversion Price rounded down, if necessary, to the nearest whole number of Conversion Shares. Fractions of Conversion Shares will not be issued following an Automatic Conversion and no cash payment will be made in lieu thereof.

Upon Automatic Conversion on the Conversion Date, the number of Conversion Shares to be held by the Conversion Shares Depository for the benefit of each Holder shall be the number of Conversion Shares thus calculated multiplied by a fraction equal to the aggregate amount of the Authorised Denomination of the Securities held by such Holder divided by the aggregate amount of the Authorised Denomination of all Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date rounded down, if necessary, to the nearest whole number of Conversion Shares.

The Conversion Shares issued following an Automatic Conversion will be fully paid and non-assessable and will in all respects rank *pari passu* with the Issuer's fully paid

ordinary shares in issue on the Conversion Date, except in any such case for any right excluded by mandatory provisions of applicable law, and except that the Conversion Shares so issued will not rank for (or, as the case may be, the relevant Holder shall not be entitled to receive) any rights, the entitlement to which falls prior to the Conversion Date.

The Conversion Shares Depository (or the relevant recipient in accordance with these Conditions, as applicable) shall hold the Conversion Shares on behalf of the Holders, who shall be entitled to direct (each in respect of their *pro rata* share of the Conversion Shares) the Conversion Shares Depository or such other recipient, as applicable, to exercise on their behalf all rights of an ordinary shareholder (including voting rights and rights to receive dividends), except that Holders shall not be able to sell or otherwise transfer the Conversion Shares until such time as they have been delivered to Holders in accordance with the procedures set forth in paragraph (e) (*Settlement Procedure*) below. A Holder's *pro rata* share of the Conversion Shares at any particular time shall be determined based on the aggregate amount of the Authorised Denomination of the Securities held by such Holder as a proportion of the aggregate amount of the Authorised Denomination of all Securities outstanding at the relevant time rounded down, if necessary, to the nearest whole number of Conversion Shares.

If a Qualifying Takeover Event shall have occurred, then, where the Conversion Date falls on or after the QTE Effective Date, Approved Entity Shares of the Approved Entity shall be issued to the Conversion Shares Depository on the Conversion Date instead of Conversion Shares, in accordance with Condition 9(e) (*Adjustments to the Conversion Price and Conversion Shares Offer Price – Qualifying Takeover Event*).

The Conversion Shares or the Conversion Shares Offer Consideration, as the case may be, will be delivered to Holders pursuant to the procedures set forth in paragraph (e) (*Settlement Procedure*) below.

(d) *Conversion Share Offer*

No later than 10 business days following the Conversion Date, the Issuer may, in its sole and absolute discretion, elect that the Conversion Shares Depository make an offer of all or some of the Conversion Shares to all or some of the Issuer's ordinary shareholders at such time at a cash price per Conversion Share equal to the Conversion Shares Offer Price, subject as provided below (the "**Conversion Shares Offer**"). The Issuer may, on behalf of the Conversion Shares Depository, appoint a Conversion Shares Offer Agent to act as placement or other agent to facilitate the Conversion Shares Offer.

The Issuer will deliver a Conversion Shares Offer Notice to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*) within 10 business days following the Conversion Date specifying whether or not it has elected that a Conversion Shares Offer be conducted. If so elected, the Conversion Shares Offer Period, during which the Conversion Shares Offer may be made, shall end no later than 40 business days after the giving by the Issuer of the Conversion Shares Offer Notice.

Any Conversion Shares Offer shall be made subject to applicable laws and regulations in effect at the relevant time and shall be conducted, if at all, only to the extent that the Issuer, in its sole and absolute discretion, determines that the Conversion Shares Offer is practicable. The Issuer or the purchasers of the Conversion Shares sold in any Conversion Shares Offer shall bear the costs and expenses of any Conversion Shares Offer (other than the taxes referred to in the definition of Conversion Shares Offer Consideration), including the fees of the Conversion Shares Offer Agent, if any. If a prospectus or other offering document is required to be prepared in connection with a Conversion Shares Offer, the Issuer will facilitate the preparation of such prospectus or other offering document, and the Issuer and/or its directors will take responsibility for such prospectus or other offering document, in each case, if and to the extent then required by applicable laws and regulations then in effect. In addition, if so requested by the Conversion Shares Depository as offeror, the Issuer shall indemnify the Conversion

Shares Depository for any losses incurred in connection with any Conversion Shares Offer.

Upon completion of the Conversion Shares Offer, the Issuer or the Conversion Shares Depository will provide notice to the Trustee and the Holders in accordance with Condition 16 (*Notices*) of the composition of the Conversion Shares Offer Consideration (and of the deductions to the cash component, if any, of the Conversion Shares Offer Consideration (as set out in the definition of Conversion Shares Offer Consideration)) per Calculation Amount.

The Issuer reserves the right, in its sole and absolute discretion, to terminate the Conversion Shares Offer at any time during the Conversion Shares Offer Period by providing at least three business days' notice to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*), and, if it does so, the Issuer may, in its sole and absolute discretion, take steps (including changing the Suspension Date) to deliver to Holders the Conversion Shares at a time that is earlier than the time at which they would have otherwise received the Conversion Shares Offer Consideration had the Conversion Shares Offer been completed.

By its subscription for, purchase or other acquisition of the Securities, each Holder acknowledges and agrees that if the Issuer elects, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Conversion Shares Depository such Holder shall be deemed to have: (i) irrevocably consented to any Conversion Shares Offer and to the Conversion Shares Depository using the Conversion Shares to settle any Conversion Shares Offer in accordance with these Conditions, (ii) consented to the transfer of the beneficial interest it holds in the Conversion Shares to the Conversion Shares Depository in connection with the Conversion Shares Offer in accordance with these Conditions, (iii) irrevocably agreed that the Issuer, the Conversion Shares Depository and the Conversion Shares Offer Agent, if any, may take any and all actions necessary to conduct the Conversion Shares Offer in accordance with these Conditions, and (iv) agreed that none of the Issuer, the Trustee, the Conversion Shares Depository, if any, or the Conversion Shares Offer Agent, if any, shall, to the extent permitted by applicable law, incur any liability to the Holders in respect of the Conversion Shares Offer (except for the obligations of the Conversion Shares Depository in respect of the Holders' entitlement to any Conversion Shares Offer Consideration).

Neither the occurrence of a Capital Adequacy Trigger Event nor, following the occurrence of a Capital Adequacy Trigger Event, the election (if any) by the Issuer to undertake a Conversion Shares Offer on the terms set out herein, shall preclude the Issuer from undertaking a rights issue at any time on such terms as the Issuer deems appropriate, at its sole discretion, including, for the avoidance of doubt, the offer of ordinary shares at or below the Conversion Shares Offer Price.

(e) *Settlement Procedure*

Delivery of the Conversion Shares or Conversion Shares Offer Consideration, as applicable, to the Holders will be made in accordance with the following procedures:

- (i) *Conversion Shares in uncertificated form*: the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) will be delivered to Holders in uncertificated form through the dematerialised securities trading system operated by Euroclear UK & Ireland Limited, known as CREST, unless the Conversion Shares are not a participating security in CREST at the relevant time, in which case the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) will either be delivered in the form of the relevant clearing system in which the Conversion Shares are a participating security or in certificated form, as notified by the Issuer to the Holders in accordance with Condition 16 (*Notices*). Where the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) are to be delivered through CREST or such other clearing system in which such

Conversion Shares are a participating security, they will be delivered to the account specified by the relevant Holder in the relevant Conversion Shares Settlement Notice.

- (ii) *Conversion Shares in certificated form*: where the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) are to be delivered in certificated form, the name of the relevant Holder (or its nominee) will be entered in the Issuer's share register and a certificate in respect thereof will be dispatched by mail free of charge to the relevant Holder or as it may direct in the relevant Conversion Shares Settlement Notice.
- (iii) *Cash component*: the cash component, if any, of any Conversion Shares Offer Consideration will be paid to the Holders by (A) U.S. dollar cheque drawn on a bank that processes payments in U.S. dollars and mailed to their address shown on the Register on or around the date on which the Conversion Shares Offer Period ends, or (B) if the relevant Conversion Shares Settlement Notice is delivered to the Conversion Shares Depository before the end of the Conversion Shares Offer Period, by transfer on or around the date on which the Conversion Shares Offer Period ends to such U.S. dollar account maintained by the payee with a bank that processes payments in U.S. dollars as the Holder may direct in such notice.
- (iv) *Clearance Services*: the Conversion Shares (and the Conversion Share component, if any, of any Conversion Shares Offer Consideration) will not be available for delivery (A) to, or to a nominee for, Clearstream, Luxembourg or Euroclear or any other person providing a clearance service within the meaning of Section 96 of the Finance Act 1986 of the United Kingdom or (B) to a person, or nominee or agent for a person, whose business is or includes issuing depository receipts within the meaning of Section 93 of the Finance Act 1986 of the United Kingdom, in each case at any time prior to the "abolition day" as defined in Section 111(1) of the Finance Act 1990 of the United Kingdom, or, if earlier, such other time at which the Issuer, in its absolute discretion, determines that no charge under Section 67, 70, 93 or 96 of the Finance Act 1986 or any similar charge (under any successor legislation) would arise as a result of such delivery or (C) to the CREST account of such a person mentioned in (A) or (B).
- (v) *Taxes*: neither the Issuer, nor any member of the Group shall be liable for any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid as a consequence of the delivery of Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration), which tax shall be borne solely by the Holder or, if different, the person to whom the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) are delivered.
- (vi) *Suspension Date*: the Conversion Shares Offer Notice shall specify the Suspension Date. On the Suspension Date, the Issuer shall deliver a Conversion Shares Settlement Request Notice to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*). Such notice shall request that Holders complete a Conversion Shares Settlement Notice and shall specify the Notice Cut-off Date and the Final Cancellation Date.
- (vii) *Conversion Shares Settlement Notice*: in order to obtain delivery of the relevant Conversion Shares or Conversion Share component, if any, of any Conversion Shares Offer Consideration, as applicable, a Holder must deliver its Conversion Shares Settlement Notice to the Conversion Shares Depository on or before the Notice Cut-off Date. If such delivery is made after the end of normal business hours at the specified office of the Conversion Shares Depository, such delivery shall be deemed for all purposes to have been made or given on the next following business day. The Conversion Shares Settlement Notice must be

delivered to the specified office of the Conversion Shares Depository together with the relevant Securities.

Each Conversion Shares Settlement Notice shall be irrevocable. Failure to properly complete and deliver a Conversion Shares Settlement Notice and the relevant Securities, if applicable, may result in such notice being treated by the Conversion Shares Depository as null and void. Any determination as to whether any Conversion Shares Settlement Notice has been properly completed and delivered shall be made by the Conversion Shares Depository in its sole and absolute discretion and shall be conclusive and binding on the relevant holder.

- (viii) *Delivery of Conversion Shares on the Settlement Date:* Subject as provided herein and provided the Conversion Shares Settlement Notice and the relevant Securities, if applicable, are delivered on or before the Notice Cut-off Date, the Conversion Shares Depository shall deliver the relevant Conversion Shares (rounded down to the nearest whole number of Conversion Shares) or Conversion Share component, if any, of any Conversion Shares Offer Consideration (rounded down to the nearest whole number of Conversion Shares), as applicable, to the Holder of the relevant Securities completing the relevant Conversion Shares Settlement Notice or its nominee in accordance with the instructions given in such Conversion Shares Settlement Notice on the applicable Settlement Date.
- (ix) *Failure to deliver a Conversion Shares Settlement Notice:* if a Conversion Shares Settlement Notice and the relevant Securities, if applicable, are not delivered to the Conversion Shares Depository on or before the Notice Cut-off Date, then the Conversion Shares Depository shall continue to hold the relevant Conversion Shares (or Conversion Share component, if any, of any Conversion Shares Offer Consideration) until a Conversion Shares Settlement Notice (and the relevant Securities, if applicable) is so delivered. However, the relevant Securities shall be cancelled on the Final Cancellation Date and any Holder delivering a Conversion Shares Settlement Notice after the Notice Cut-off Date will have to provide evidence of its entitlement to the relevant Conversion Shares (or the relevant Conversion Shares component, if any, of any Conversion Shares Offer Consideration) satisfactory to the Conversion Shares Depository in its sole and absolute discretion in order to receive delivery of such Conversion Shares (or Conversion Share component of any Conversion Shares Offer Consideration).

The Issuer shall have no liability to any Holder for any loss resulting from such Holder not receiving any Conversion Shares (or Conversion Share component of any Conversion Shares Offer Consideration) or from any delay in the receipt thereof, in each case as a result of such holder failing to duly submit a Conversion Shares Settlement Notice and the relevant Securities, if applicable, on a timely basis or at all.

- (f) *Trustee not responsible for Conversion Shares or Conversion Shares Depository*

The Trustee shall not be responsible for implementing or monitoring any Conversion Shares Offer, nor for monitoring or enforcing the obligations of the Conversion Shares Depository in respect thereof. Following Automatic Conversion and delivery of the Conversion Shares to the Conversion Shares Depository, Holders must look to the Conversion Shares Depository (or such other recipient of the Conversion Shares, as set out above) for any Conversion Shares or Conversion Shares Offer Consideration due to them at the relevant time.

9. **Adjustments to the Conversion Price and Conversion Shares Offer Price**

(a) *Adjustments to the Conversion Price and Conversion Shares Offer Price*

Upon the occurrence of any of the events set out below, the Conversion Price and the Conversion Shares Offer Price shall be adjusted as follows:

- (i) *Alteration to nominal value:* If and whenever there shall be a consolidation, reclassification or subdivision in relation to the ordinary shares of the Issuer, each of the Conversion Price and the Conversion Shares Offer Price shall be adjusted by multiplying the relevant Price in effect immediately prior to such consolidation, reclassification or subdivision by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of ordinary shares of the Issuer in issue immediately before such consolidation, reclassification or subdivision, as the case may be; and

B is the aggregate number of ordinary shares of the Issuer in issue immediately after, and as a result of, such consolidation, reclassification or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification or subdivision, as the case may be, takes effect.

- (ii) *Bonus issue:* If and whenever the Issuer shall issue any ordinary shares credited as fully paid to the Issuer's shareholders as a class by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than (1) where any such ordinary shares are or are to be issued instead of the whole or part of a Cash Dividend which the Issuer's shareholders would or could otherwise have elected to receive, (2) where the Issuer's shareholders may elect to receive a Cash Dividend in lieu of such ordinary shares or (3) where any such ordinary shares are or are expressed to be issued in lieu of a dividend (whether or not a Cash Dividend equivalent or amount is announced or would otherwise be payable to the Issuer's shareholders, whether at their election or otherwise), each of the Conversion Price and the Conversion Shares Offer Price shall be adjusted by multiplying the relevant Price in effect immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of ordinary shares of the Issuer in issue immediately before such issue; and

B is the aggregate number of ordinary shares of the Issuer in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such ordinary shares.

- (iii) *Rights issues:* If and whenever the Issuer shall issue any ordinary shares to all or substantially all of the Issuer's shareholders as a class by way of rights at a price per ordinary share which is less than 95 per cent. of the Current Market Price per ordinary share on the Effective Date, each of the Conversion Price and the

Conversion Shares Offer Price shall be adjusted by multiplying the relevant Price in effect immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

- A is the aggregate number of ordinary shares of the Issuer in issue on the Effective Date;
- B is the aggregate number of ordinary shares of the Issuer that the aggregate consideration (if any) receivable for the ordinary shares issued by way of rights would purchase at such Current Market Price per ordinary share on the Effective Date; and
- C is the number of ordinary shares to be issued.

Such adjustment shall become effective on the Effective Date.

For the purpose of any calculation of the consideration receivable or price pursuant to this paragraph (iii) (*Rights issues*), the following provisions shall apply:

- (1) the aggregate consideration receivable or price for ordinary shares issued for cash shall be the amount of such cash;
  - (2) if the consideration or price determined pursuant to (1) above (or any component thereof) shall be expressed in a currency other than the Relevant Currency, it shall be converted into the Relevant Currency at the Prevailing Rate on the relevant Effective Date;
  - (3) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant ordinary shares or otherwise in connection therewith;
  - (4) the consideration or price shall be determined as provided in (1)-(3) above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity; and
  - (5) references herein to "cash" shall be construed as cash consideration within the meaning of Section 583(3) of the Companies Act.
- (iv) *Extraordinary Dividend*: If and whenever the Issuer shall pay any Extraordinary Dividend to shareholders of the Issuer as a class, each of the Conversion Price and the Conversion Shares Offer Price shall be adjusted by multiplying the relevant Price in effect immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

- A is the Current Market Price of one ordinary share on the Effective Date; and
- B is the portion of the aggregate Extraordinary Dividend attributable to one ordinary share, with such portion being determined by dividing

the aggregate Extraordinary Dividend by the number of ordinary shares entitled to receive the relevant Extraordinary Dividend. If the Extraordinary Dividend shall be expressed in a currency other than the Relevant Currency, it shall be converted into the Relevant Currency at the Prevailing Rate on the relevant Effective Date.

Such adjustment shall become effective on the Effective Date.

Notwithstanding the foregoing provisions:

- (A) where the events or circumstances giving rise to any adjustment pursuant to this section have already resulted or will result in an adjustment to each of the Prices or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances that have already given or will give rise to an adjustment to each of the Prices or where more than one event that gives rise to an adjustment to each of the Prices occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate to give the intended result;
- (B) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate to ensure that an adjustment to each of the Prices or the economic effect thereof shall not be taken into account more than once;
- (C) for the avoidance of doubt, the issue of ordinary shares following an Automatic Conversion or upon any conversion or exchange or the exercise of any other options, warrants or other rights shall not result in an adjustment to either of the Prices;
- (D) in respect of any adjustment pursuant to paragraphs (i) (*Alteration to nominal value*) to (iii) (*Rights issues*) above, such adjustment shall be made only up to the extent it does not result in a Conversion Price or Conversion Shares Offer Price that, if applied to the number of relevant Securities at the time of such adjustment, would result in a number of Conversion Shares that constitutes a greater proportion of Conversion Shares as a percentage of the total number of ordinary shares issued had the adjustment not been made nor had the corporate event occurred; and
- (E) in respect of any adjustment pursuant to paragraph (iv) (*Extraordinary Dividend*) above, such adjustment shall be made only up to the extent it does not result in a Conversion Price or Conversion Shares Offer Price that, if applied to the number of relevant Securities at the time of such adjustment, would result in the issue of an additional number of Conversion Shares having a value that is greater than the value of the aggregate Extraordinary Dividend which would be attributable to the ordinary shares underlying the Securities had such ordinary shares been issued.

(b) *No Retroactive Adjustments*

The Issuer shall not issue any additional Conversion Shares if the Automatic Conversion occurs after the record date in respect of any consolidation, reclassification or subdivision as is mentioned in sub-paragraph (i) (*Alteration to nominal value*) of paragraph (a) (*Adjustments to the Conversion Price and Conversion Shares Offer Price*)

above, or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in subparagraphs (ii) (*Bonus issue*), (iii) (*Rights issues*) or (iv) (*Extraordinary Dividend*) of paragraph (a) (*Adjustments to the Conversion Price and Conversion Shares Offer Price*) above, but before the relevant adjustment to the relevant Price becomes effective under such section.

(c) *Decision of an Independent Financial Adviser*

If any doubt shall arise as to whether an adjustment falls to be made to either of the Prices or as to the appropriate adjustment to such Prices, and following consultation between the Issuer and an Independent Financial Adviser, a written opinion of such Independent Financial Adviser in respect thereof shall be conclusive and binding on the Issuer, the Trustee and the Holders, save in the case of manifest error.

(d) *Rounding Down and Notice of Adjustment to the Conversion Price and the Conversion Shares Offer Price*

On any adjustment to the Conversion Price and the Conversion Shares Offer Price pursuant to this Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price*), if the resultant Conversion Price and Conversion Shares Offer Price is a number with more decimal places than the initial Conversion Price or Conversion Shares Offer Price, as the case may be, that number shall be rounded to the same number of decimal places as the initial Conversion Price or Conversion Shares Offer Price, as the case may be. No adjustment shall be made to either of the Prices where such adjustment (rounded down if applicable) would be less than 1 per cent. of the relevant Price then in effect. Any adjustment not required to be made, and/or any amount by which the relevant Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Conversion Price or the Conversion Shares Offer Price shall be given by the Issuer to the Trustee and to the Holders in accordance with Condition 16 (*Notices*) promptly after the determination thereof.

The Conversion Price shall not in any event be reduced to below the U.S. dollar equivalent of the nominal value of the ordinary shares (as calculated by the Issuer on the date such adjustment becomes effective). The Conversion Shares Offer Price shall not in any event be reduced to below the nominal value of the ordinary shares.

(e) *Qualifying Takeover Event*

Within 10 business days following the occurrence of a Takeover Event, the Issuer shall give notice thereof to the Trustee and to the Holders by means of a Takeover Event Notice.

If the Takeover Event is a Qualifying Takeover Event, the Securities shall, where the Conversion Date falls on or after the QTE Effective Date, be converted into or exchanged for Approved Entity Shares of the Approved Entity, *mutatis mutandis* as provided in Condition 8 (*Automatic Conversion*), at a Conversion Price that shall initially be the New Conversion Price, which may be higher or lower than the Conversion Price and references herein to "Conversion Shares" shall be deemed to be references to "Approved Entity Shares".

The New Conversion Price shall be subject to adjustment in the circumstances provided for in this Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price*) (if necessary with such modifications and amendments as an Independent Financial Adviser acting in good faith shall determine to be appropriate and references to "ordinary shares" shall be read as references to "Approved Entity Shares"), and the Issuer shall give notice to the Trustee and to the Holders in accordance with Condition

16 (*Notices*) of the New Conversion Price and of any such modifications and amendments thereafter.

In the case of a Qualifying Takeover Event:

- (i) the Issuer shall, to the extent permitted by applicable law and regulation, on or prior to the QTE Effective Date, enter into such agreements and arrangements (which may include a supplemental trust deed and amendments and modifications to these Conditions and the Trust Deed) as may be required to ensure that, with effect from the QTE Effective Date, the Securities shall be convertible into, or exchangeable for, Approved Entity Shares, *mutatis mutandis* in accordance with, and subject to, the provisions in Condition 8 (*Automatic Conversion*) (as may be so supplemented, amended or modified), at the New Conversion Price and any references to the Conversion Price shall be construed as references to the New Conversion Price; and
- (ii) upon the occurrence of a Capital Adequacy Trigger Event where the Conversion Date falls on or after the QTE Effective Date, the Issuer shall procure (to the extent within its control) the issue of the relevant number of Approved Entity Shares *mutatis mutandis* in the manner provided in Condition 8 (*Automatic Conversion*), as may be amended or modified as provided above.

The Trustee shall be obliged (at the expense of the Issuer) to concur with the Issuer in making any such amendments and modifications to the Trust Deed and these Conditions, and to execute any such deeds supplemental to the Trust Deed, provided that the Trustee shall not be bound to do so if any such amendments, modifications or deeds would, in the opinion of the Trustee, have the effect of (i) exposing the Trustee to any liability against which it is not indemnified and/or secured and/or pre-funded to its satisfaction, (ii) changing, increasing or adding to the obligations or duties of the Trustee or (iii) removing or amending any protection or indemnity afforded to, or any other provision in favour of, the Trustee under the Trust Deed, the Conditions and/or the Securities.

For the avoidance of doubt, if a Takeover Event is not a Qualifying Takeover Event (including if that is because the Acquirer is a Governmental Entity), there is no provision for any automatic adjustment to these Conditions, whether in the manner provided for above in respect of Qualifying Takeover Events, or at all.

#### 10. **Enforcement Events and Remedies**

##### (a) *Winding-up*

If a Winding-up Event occurs before the occurrence of a Capital Adequacy Trigger Event, subject to Condition 1(b) (*Form, Denomination and Status – Status*), the principal amount of the Securities will become immediately due and payable.

A "**Winding-up Event**" with respect to the Securities shall result if (i) a court of competent jurisdiction in England (or such other jurisdiction in which the Issuer may be organised) makes an order for the winding-up of the Issuer which is not successfully appealed within 30 days of the making of such order, (ii) the shareholders of the Issuer adopt an effective resolution for the winding-up of the Issuer (other than, in the case of either (i) or (ii) above, under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend.

##### (b) *Non-payment*

If the Issuer fails to pay any amount that has become due and payable under the Securities and the failure continues for 14 days, the Trustee may give the Issuer notice of such failure. If within a period of 14 days following the provision of such notice, the failure continues and has not been cured nor waived, the Trustee may, at its discretion

and without further notice to the Issuer, institute proceedings in England (or such other jurisdiction in which the Issuer may be organised) (but not elsewhere) for its winding-up and/or prove in its winding-up and/or claim in its liquidation or administration.

No interest will be due and payable if such interest has been cancelled or is deemed cancelled (in each case, in whole or in part) as provided in Condition 4 (*Interest Cancellation*). Accordingly, no default in payment under the Securities will have occurred or be deemed to have occurred in such circumstances.

(c) *Limited remedies for breach of obligations (other than non-payment)*

In addition to the remedies for non-payment provided above, the Trustee may, without further notice, institute such proceedings against the Issuer as the Trustee may think fit to enforce any term, obligation or condition binding on the Issuer under the Securities or the Trust Deed (other than any payment obligation of the Issuer under or arising from the Securities or the Trust Deed, including, without limitation, payment of any principal or interest, excluding any amount due to the Trustee in respect of its fees and/or expenses) (a "**Performance Obligation**"); provided always that the Trustee (acting on behalf of the Holders) and the Holders shall not enforce, and shall not be entitled to enforce or otherwise claim, against the Issuer any judgement or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise (a "**Monetary Judgment**"), except by proving such Monetary Judgment in a winding-up of the Issuer and/or by claiming such Monetary Judgment in an administration of the Issuer.

(d) *Enforcement*

The Trustee shall not be bound to take any of the actions referred to in paragraph (b) (*Non-payment*) or (c) (*Limited remedies for breach of obligations (other than non-payment)*) above against the Issuer to enforce the terms of the Trust Deed or the Securities unless (i) it shall have been so requested by an Extraordinary Resolution of the Holders or in writing by the Holders of at least one quarter of the aggregate principal amount of the Securities then outstanding and (ii) it shall have been indemnified and/or pre-funded and/or secured to its satisfaction.

No Holder shall be entitled to institute any of the proceedings referred to in paragraph (b) (*Non-payment*) or (c) (*Limited remedies for breach of obligations (other than non-payment)*) above or to prove in the winding-up of the Issuer and/or claim in an administration of the Issuer, except that if the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so within a reasonable period and such failure shall be continuing, then any such Holder may institute such proceedings and/or prove in such winding-up and/or claim in such administration to the same extent (but not further or otherwise) than the Trustee would have been entitled so to do in respect of such Holder's Securities.

(e) *No other remedies*

Other than the limited remedies specified in this Condition 10 (*Enforcement Events and Remedies*) or proving in the winding-up of the Issuer and/or claiming in an administration of the Issuer, no remedy against the Issuer shall be available to the Trustee or the Holders whether for the recovery of amounts owing in respect of the Securities or under the Trust Deed in relation thereto or in respect of any breach by the Issuer of any of its other obligations under or in respect of such Securities or under the Trust Deed in relation thereto.

## 11. **Prescription**

Claims arising, to the extent permitted under these Conditions, for principal and interest on redemption shall become void unless the relevant Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

12. **Replacement of Certificates**

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar, subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

13. **Trustee and Agents**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer and the Holders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction, (ii) provisions limiting or excluding its liability in certain circumstances and (iii) provisions entitling it to payment of its fees, costs and expenses in priority to the claims of the Holders. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (A) to evaluate its risk in any given circumstance by considering the worst-case scenario and (B) to require that any indemnity or security given to it by the Holders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Holders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trustee may rely without liability to the Holders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice in which event such report, confirmation or certificate or advice shall be binding on the Issuer, the Trustee and the Holders.

In acting under the Agency Agreement and in connection with the Securities, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Holders.

The initial Agents and their initial Specified Offices are listed below. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor registrar or principal paying agent and additional or successor paying agents and transfer agents; provided, however, that the Issuer shall at all times maintain (a) a principal paying agent and a registrar, (b) a paying agent in Switzerland, for so long as the Securities are admitted to trading and listing on the SIX Swiss Exchange AG and such exchange so requires and (c) a calculation agent.

Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Holders.

14. **Meetings of Holders; Modification and Waiver; Substitution**

(a) *Meetings of Holders*

The Trust Deed contains provisions for convening meetings of Holders to consider any matter relating to the Securities, including the modification of any provision of these Conditions or the Trust Deed. Subject as provided in paragraph (c) (*PRA notice or consent*) below, any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer or by the Trustee and shall be convened by the Trustee upon the request in writing of Holders holding not less than one-tenth of the aggregate principal amount of the outstanding Securities. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more persons holding or representing not less than a clear majority of the aggregate principal amount of the outstanding Securities or, at any adjourned meeting, one or more persons being or representing Holders whatever the principal amount of the Securities held or represented; provided, however, that certain proposals (including any proposal to change any Interest Payment Date or any optional redemption date, to reduce the amount of interest payable in respect of the Securities, to reduce the principal amount of the Securities, to alter the method of calculating of any interest in respect of the Securities, to change the currency of payments under the Securities, to modify the provisions of Condition 1(b) (*Form, Denomination and Status – Status*), to modify the provisions of Condition 8 (*Automatic Conversion*) and/or Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price*) (other than pursuant to or as a result of any amendment to these Conditions and the Trust Deed made pursuant to and in accordance with Condition 9(e) (*Adjustment to the Conversion Price – Qualifying Takeover Event*) or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution (each, a "**Reserved Matter**")) may only be sanctioned by an Extraordinary Resolution passed at a meeting of Holders at which one or more persons holding or representing not less than two-thirds or, at any adjourned meeting, one-third of the aggregate principal amount of the outstanding Securities form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Holders, whether present or not.

In addition, a resolution in writing signed by or on behalf of the Holders of at least 75 per cent. of the aggregate principal amount of the outstanding Securities will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

(b) *Modification and waiver*

Subject as provided in paragraph (c) (*PRA notice or consent*) below, the Trustee may, without the consent of the Holders, agree to any modification of these Conditions or the Trust Deed (other than in respect of a Reserved Matter) if, in the opinion of the Trustee, such modification is not materially prejudicial to the interests of Holders and to any modification of the Securities or the Trust Deed which is of a formal, minor or technical nature or is to correct a manifest error. In addition, the Trustee may, without the consent of the Holders, authorise or waive any proposed breach or breach of the Securities or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Holders are not materially prejudiced thereby.

In addition, the Trustee may determine, without the consent of the Holders (except as set out in the Trust Deed), that any Default (as defined in the Trust Deed) shall not be treated as such for the purpose of the Trust Deed and the Securities if, in the opinion of the Trustee, the interests of the Holders are not materially prejudiced thereby.

Unless the Trustee agrees otherwise, any such authorisation, waiver, determination or modification shall be notified to the Holders as soon as practicable thereafter.

(c) *PRA notice or consent*

These Conditions and the Trust Deed shall only be capable of modification or waiver and the Issuer may only be substituted in accordance with paragraph (d) (*Substitution*) below, if the Issuer has notified the PRA of such modification, waiver or substitution or obtained the prior consent of the PRA, as the case may be, (if such notice or consent is then required by the Capital Regulations). If the Trustee is requested to consider such modification or waiver of the Conditions or Trust Deed, convene a meeting of Holders in respect thereof or consider a substitution of the Issuer in accordance with paragraph (d) (*Substitution*) below, the Issuer shall provide to the Trustee a certificate signed by two Authorised Signatories, certifying that it has notified the PRA of, or received the PRA's consent to such modification, waiver or substitution, as the case may be. The Trustee may rely on such certificate without liability for so doing.

(d) *Substitution*

Subject as provided in paragraph (c) (*PRA notice or consent*) above and subject further to (i) such amendments to the Trust Deed as the Trustee may require and to (ii) certain other conditions set out in the Trust Deed being complied with (including, the Trustee being of the opinion that the substitution is not materially prejudicial to the interest of the Holders), but without the consent of the Holders, the Trustee may also agree, subject to the Securities remaining irrevocably guaranteed by the Issuer (subordinated to the same extent as set out in Condition 1(b) (*Form, Denomination and Status – Status*)), to the substitution of any Subsidiary of the Issuer (a "**Successor Entity**") in place of the Issuer as principal debtor under the Securities and the Trust Deed.

In the case of a substitution under this paragraph (d) (*Substitution*), the Trustee may agree, without the consent of the Holders, to a change of the law governing the Securities and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Holders.

(e) *Effect for the Holders*

Any such modification, waiver, authorisation, determination or substitution shall be binding on all the Holders and, unless the Trustee agrees otherwise, shall be notified to the Holders as soon as practicable thereafter in accordance with Condition 16 (*Notices*).

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to, those in relation to any such modification, waiver, authorisation or substitution as aforesaid) the Trustee shall have regard to the interests of the Holders as a class but shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Holders resulting from the individual Holders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Holder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequences of any such exercise upon individual Holders, except to the extent already provided for in Condition 7 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

15. **Further Issues**

The Issuer may from time to time, without the consent of the Holders and in accordance with the Trust Deed, create and issue further Securities having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Securities. The Issuer may from time to time, with the consent of the Trustee, create and issue other series or securities having the benefit of the Trust Deed.

The Trust Deed contains provisions for convening a single meeting of the Holders and the holders of other securities where the Trustee so decides.

16. **Notices**

Notices to the Holders will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day after the date of mailing.

17. **Governing Law and Jurisdiction**

(a) *Governing Law*

The Securities and the Trust Deed and any non-contractual obligations arising out of or in connection with the Securities and the Trust Deed are governed by English law.

(b) *Jurisdiction*

The parties to the Trust Deed have (i) agreed that the courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Securities (including any non-contractual obligation arising out of or in connection with the Securities); and (ii) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue that any other courts are more appropriate or convenient.

18. **Interpretation**

(a) *Definitions*

In these Conditions, the following expressions have the following meanings:

"**Acquirer**" means the person that controls the Issuer following a Takeover Event. For the purposes of this definition, "control" means the acquisition or holding of legal or beneficial ownership of more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Issuer or the right to appoint or remove a majority of the board of directors of the Issuer.

"**Approved Entity**" means a body corporate which, on the occurrence of the Takeover Event, has in issue Approved Entity Shares.

"**Approved Entity Shares**" means ordinary shares in the capital of a body corporate that constitutes equity share capital or the equivalent (or depository or other receipts representing the same) which are listed and admitted to trading on a Recognised Stock Exchange.

"**Authorised Signatories**" has the meaning given to it in the Trust Deed.

"**Automatic Conversion**" means the irrevocable and automatic release of all of the Issuer's obligations under the Securities (other than the CSO Obligations, if any) in consideration of the Issuer's issuance of the Conversion Shares at the Conversion Price to the Conversion Shares Depository (on behalf of the Holders) or to the relevant recipient, in accordance with these Conditions.

"**Automatic Conversion Notice**" means the written notice to be delivered by the Issuer to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*) specifying (i) that a Capital Adequacy Trigger Event has occurred, (ii) the Conversion Date or expected Conversion Date, (iii) the Conversion Price, (iv) that the Issuer has the option, at its sole and absolute discretion, to elect that a Conversion Shares Offer be conducted and that the Issuer will issue a Conversion Shares Offer Notice in accordance with Condition 16 (*Notices*) within 10 business days following the Conversion Date notifying Holders of the Issuer's election and (v) that the Securities shall remain in existence for the sole purpose of evidencing (a) the Holder's right to receive Conversion Shares or Conversion Shares Offer Consideration, as applicable, from the Conversion Shares Depository and (b) the Issuer's CSO Obligations, if any, and that the Securities

may continue to be transferable until the Suspension Date, which shall be specified in the Conversion Shares Offer Notice.

**"business day"** means any weekday, other than one on which banking institutions are authorised or obligated by law or executive order to close in London or in New York City, unless otherwise defined in the Conditions.

**"Calculation Amount"** means US\$1,000.

**"Cancellation Date"** means (i) with respect to any Security for which a Conversion Shares Settlement Notice is received by the Conversion Shares Depository on or before the Notice Cut-off Date, the applicable Settlement Date and (ii) with respect to any Security for which a Conversion Shares Settlement Notice is not received by the Conversion Shares Depository on or before the Notice Cut-off Date, the Final Cancellation Date.

**"Capital Adequacy Trigger Event"** has the meaning given to such term in Condition 8(a)(i) (*Automatic Conversion*).

**"Capital Regulations"** means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy for 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 the Issuer may be organised or domiciled) and applicable to the Group including, as at the date hereof, CRD IV and related technical standards.

**"Cash Dividend"** means any dividend or distribution in respect of the ordinary shares to shareholders of the Issuer which is to be paid or made in cash (in whatever currency), and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to shareholders upon or in connection with a reduction of capital.

**"CET1 Capital"** means, at any time, the sum, expressed in pounds sterling, of all amounts that constitute common equity tier 1 capital of the Group, at such time, less any deductions from common equity tier 1 capital required to be made at such time, in each case as determined by the Issuer, on a consolidated basis in accordance with the Capital Regulations applicable to the Group at such time (which determination shall be binding on the Trustee and the Holders). For the purposes of this definition, the term "common equity tier 1 capital" shall have the meaning assigned to such term in CRD IV as interpreted and applied in accordance with the Capital Regulations then applicable to the Group.

**"Clearing Systems"** means Clearstream Banking S.A. and Euroclear Bank SA/NV.

**"Companies Act"** means the Companies Act 2006.

**"Conditions"** means these terms and conditions of the Securities.

**"Conversion Date"** means the date on which the Automatic Conversion shall take place, or has taken place, as applicable.

**"Conversion Price"** means US\$1.99 per Conversion Share, subject to adjustment in accordance with Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price*). On the date of issue of the Securities, the Conversion Price shall be equivalent to the Conversion Shares Offer Price translated into U.S. dollars at an exchange rate of £1.00 = US\$1.3234.

**"Conversion Shares"** means the ordinary shares of the Issuer to be issued to the Conversion Shares Depository (or to the relevant recipient in accordance with these Conditions) following an Automatic Conversion, which ordinary shares shall be in such number as is determined by dividing the aggregate principal amount of the Securities outstanding immediately prior to the Automatic Conversion on the Conversion Date by

the Conversion Price rounded down, if necessary, to the nearest whole number of ordinary shares.

**"Conversion Shares Depository"** means a financial institution, trust company, depository entity, nominee entity or similar entity to be appointed by the Issuer on or prior to any date when a function ascribed to the Conversion Shares Depository in these Conditions is required to be performed, to perform such functions and which as a condition of such appointment, will be required to undertake, for the benefit of the Holders, to hold the Conversion Shares (and any Conversion Shares Offer Consideration) on behalf of such Holders in one or more segregated accounts unless otherwise required for the purposes of the Conversion Shares Offer and, in any event, on terms consistent with these Conditions.

**"Conversion Shares Offer Agent"** means the agent(s), if any, to be appointed on behalf of the Conversion Shares Depository by the Issuer, in its sole and absolute discretion, to act as placement or other agent of the Conversion Shares Depository to facilitate a Conversion Shares Offer.

**"Conversion Shares Offer Consideration"** means in respect of each Security (i) if all of the Conversion Shares are sold in the Conversion Shares Offer, the *pro rata* share of the cash proceeds from the sale of the Conversion Shares attributable to such Security translated from sterling into U.S. dollars at a then-prevailing exchange rate (less any foreign exchange transaction costs), (ii) if some but not all of the Conversion Shares are sold in the Conversion Shares Offer, (x) the *pro rata* share of the cash proceeds from the sale of the Conversion Shares attributable to such Security translated from sterling into U.S. dollars at a then-prevailing exchange rate (less any foreign exchange transaction costs) and (y) the *pro rata* share of the Conversion Shares not sold pursuant to the Conversion Shares Offer attributable to such Security rounded down to the nearest whole number of Conversion Shares, and (iii) if no Conversion Shares are sold in a Conversion Shares Offer, the relevant Conversion Shares attributable to such Security rounded down to the nearest whole number of Conversion Shares, subject in the case of (i) and (ii)(x) above to deduction from any such cash proceeds of an amount equal to the *pro rata* share of any stamp duty, stamp duty reserve tax, or any other capital, issue, transfer, registration, financial transaction or documentary tax that may arise or be paid as a consequence of the transfer of any interest in the Conversion Shares to the Conversion Shares Depository as a consequence of the Conversion Shares Offer.

**"Conversion Shares Offer Notice"** means the written notice to be delivered by the Issuer to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*) specifying (i) whether or not the Issuer has elected that a Conversion Shares Offer be made and, if so, the Conversion Shares Offer Period, (ii) the Suspension Date and (iii) details of the Conversion Shares Depository or, if the Issuer has been unable to appoint a Conversion Shares Depository, such other arrangements for the issuance and/or delivery of the Conversion Shares or the Conversion Shares Offer Consideration, as applicable, to the Holders as it shall consider reasonable in the circumstances.

**"Conversion Shares Offer Period"** means the period during which the Conversion Shares Offer may occur, which period shall end no later than 40 business days after the delivery of the Conversion Shares Offer Notice.

**"Conversion Shares Offer Price"** means £1.50 per Conversion Share, subject to adjustment in accordance with Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price*).

**"Conversion Shares Settlement Notice"** means a written notice to be delivered by a Holder to the Conversion Shares Depository (or to the relevant recipient in accordance with these Conditions), with a copy to the Trustee, no earlier than the Suspension Date containing the following information: (i) the name of the Holder, (ii) the aggregate amount of the Authorised Denomination of the Securities held by such Holder on the date of such notice, (iii) the name to be entered in the Issuer's share register, (iv) the details of the CREST or other clearing system account or, if the Conversion Shares are

not a participating security in CREST or another clearing system, the address to which the Conversion Shares (or the Conversion Share component, if any, of any Conversion Shares Offer Consideration) and/or cash (if not expected to be delivered through the Clearing Systems) should be delivered and (v) such other details as may be required by the Conversion Shares Depository.

**"Conversion Shares Settlement Request Notice"** means the written notice to be delivered by the Issuer to the Trustee directly and to the Holders in accordance with Condition 16 (*Notices*) on the Suspension Date requesting that Holders complete a Conversion Shares Settlement Notice and specifying (i) the Notice Cut-off Date and (ii) the Final Cancellation Date.

**"CRD IV"** means the legislative package consisting 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 26 June 2013, as the same may be amended or replaced from time to time.

**"CSO Obligations"** means the obligations of the Issuer under the Securities that may arise in connection with a Conversion Shares Offer to: (i) facilitate the preparation of a prospectus or other offering document, if applicable, and (ii) take responsibility for such prospectus or other offering document, which obligations (and any claims relating to a failure to facilitate the preparation of, or take responsibility for, such prospectus or other offering document) shall terminate in the event of the winding-up or administration of the Issuer.

**"Current Market Price"** means, in respect of an ordinary share at a particular date, the average of the daily Volume Weighted Average Price of an ordinary share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date; provided that, if at any time during the said five-dealing-day period the Volume Weighted Average Price shall have been based on a price ex-Cash Dividend (or ex- any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Cash Dividend (or cum- any other entitlement), then:

- (i) if the ordinary shares to be issued do not rank for the Cash Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the ordinary shares shall have been based on a price cum-Cash Dividend (or cum- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to such Cash Dividend or entitlement per ordinary share as at the date of first public announcement relating to such Cash Dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit; or
- (ii) if the ordinary shares to be issued do rank for the Cash Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the ordinary shares shall have been based on a price ex-Cash Dividend (or ex- any other entitlement) shall, for the purposes of this definition, be deemed to be the amount thereof increased by an amount equal to such Cash Dividend or entitlement per ordinary share as at the date of first public announcement relating to such Cash Dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit,

and provided further that, if on each of the said five dealing days the Volume Weighted Average Price shall have been based on a price cum-Cash Dividend (or cum- any other entitlement) in respect of a Cash Dividend (or other entitlement) which has been declared or announced but the ordinary shares to be issued do not rank for that Cash Dividend (or other entitlement), the Volume Weighted Average Price on each of such dates shall, for the purposes of this definition, be deemed to be the amount thereof reduced by an amount equal to such Cash Dividend or entitlement per ordinary share as at the date of first public announcement relating to such Cash Dividend or entitlement, in any such case, determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit,

and provided further that, if the Volume Weighted Average Price of an ordinary share is not available on one or more of the said five dealing days (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices which are available in that five-dealing-day period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the relevant period, the Current Market Price shall be determined in good faith by an Independent Financial Adviser.

**"Day Count Fraction"** means the number of days in the relevant period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed).

**"dealing day"** means a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is open for business and on which ordinary shares may be dealt in (other than a day on which the Relevant Stock Exchange or relevant stock exchange or securities market is scheduled to or does close prior to its regular weekday closing time).

**"Distributable Items"** shall have the meaning assigned to such term in CRD IV as interpreted and applied in accordance with the Capital Regulations then applicable to the Issuer, but amended so that for so long as there is any reference therein to "before distributions to holders of own funds instruments" it shall be read as a reference to "before distributions to holders of Parity Securities, the Securities or any Junior Securities".

**"EEA Regulated Market"** means a market as defined by Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets on financial instruments, as the same may be amended from time to time.

**"Effective Date"** means, for the purposes of paragraph (iii) of Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price – Rights issues*), the first date on which the ordinary shares are traded ex-rights, on the Relevant Stock Exchange and, for the purposes of paragraph (iv) of Condition 9 (*Adjustments to the Conversion Price and Conversion Shares Offer Price – Extraordinary Dividend*), the first date on which the ordinary shares are traded ex-the relevant Cash Dividend on the Relevant Stock Exchange.

**"Extraordinary Dividend"** means any Cash Dividend that is expressly declared by the Issuer to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special distribution or return of value to shareholders or any analogous or similar term, in which case the Extraordinary Dividend shall be such Cash Dividend.

**"Final Cancellation Date"** means the date on which the Securities in relation to which no Conversion Shares Settlement Notice has been received by the Conversion Shares Depository on or before the Notice Cut-off Date shall be cancelled, which date may be up to 12 business days following the Notice Cut-off Date.

**"fully loaded"** means, in relation to a measure that is presented or described as being on a fully loaded basis, that such measure is determined without applying the transitional provisions set out in Part Ten of the CRD IV Regulation in accordance with the Capital Regulations applicable to the Issuer as at the time such measure is determined.

**"fully loaded CET1 Ratio"** means, at any time, the ratio of CET1 Capital at such time to the Risk Weighted Assets at such time, expressed as a percentage and on the basis that all measures used in such calculation shall be determined on a fully loaded basis.

**"Governmental Entity"** means (i) the United Kingdom Government, (ii) an agency of the United Kingdom Government or (iii) a person or entity (other than a body corporate) controlled by the United Kingdom Government or any such agency referred to in (ii). If the Issuer is then organised in another jurisdiction, the references to "United Kingdom Government" shall be read as references to the government of such other jurisdiction.

**"Group"** means Barclays PLC and its consolidated Subsidiaries.

**"Independent Financial Adviser"** means an independent financial institution of international repute appointed by the Issuer at its own expense.

**"Initial Interest Rate"** has the meaning given to such term in Condition 3(b) (*Interest - Rate of Interest*).

**"Interest Payment Date"** has the meaning given to such term in Condition 3(c) (*Interest - Interest Payment Dates*).

**"Issue Date"** means 31 August 2016.

**"Junior Securities"** means any ordinary shares, securities or other obligations (including any guarantee, credit support or similar undertaking) of the Issuer ranking, or expressed to rank, junior to the Securities in a winding-up or administration of the Issuer.

**"LSE"** means the London Stock Exchange plc.

**"Mid-Market Swap Rate"** means the mid-market U.S. dollar swap rate LIBOR basis having a five-year maturity appearing on Bloomberg page "USISDA05" (or such other page as may replace such page on Bloomberg, or such other page as may be nominated by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) at 11:00 a.m. (New York time) on the relevant Reset Determination Date, as determined by the Calculation Agent. If such swap rate does not appear on such page (or such other page or service), the Mid-Market Swap Rate shall instead be determined by the Calculation Agent on the basis of (i) quotations provided by the principal office of each of four major banks in the U.S. dollar swap rate market (which banks shall be selected by the Issuer (using all reasonable efforts) no less than 20 calendar days prior to the relevant Reset Determination Date) (the **"Reference Banks"**) of the rates at which swaps in U.S. dollars are offered by it at approximately 11:00 a.m. (New York time) (or thereafter on such date, with the Calculation Agent acting on a best efforts basis) on the relevant Reset Determination Date to participants in the U.S. dollar swap rate market for a five-year period and (ii) the arithmetic mean expressed as a percentage and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of such quotations. If the relevant Mid-Market Swap Rate is still not determined on the relevant Reset Determination Date in accordance with the foregoing procedures, the relevant Mid-Market Swap Rate shall be the mid-market U.S. dollar swap rate LIBOR basis having a five-year maturity that appeared on the most recent Bloomberg page "USISDA05" (or such other page as may replace such page on Bloomberg, or such other page as may be nominated by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) that was last available prior to 11:00 a.m. (New York time) on each Reset Determination Date, as determined by the Calculation Agent.

The **"New Conversion Condition"** shall be satisfied if (a) by not later than seven business days following the completion of a Takeover Event where the Acquirer is an

Approved Entity, there shall be arrangements in place for the Approved Entity to provide for issuance of Approved Entity Shares following an Automatic Conversion of the Securities on terms *mutatis mutandis* identical to Condition 8(a) (*Automatic Conversion – Automatic Conversion Upon Capital Adequacy Trigger Event*) and (b) the Issuer, in its sole and absolute discretion has determined that such arrangements are in the best interest of the Issuer and its shareholders taken as a whole having regard to the interests of its stakeholders (including, but not limited to, the Holders) and are consistent with applicable law and regulation (including, but not limited to, the guidance of any applicable regulatory body).

**"New Conversion Price"** means the amount determined in accordance with the following formula, which shall apply from the QTE Effective Date:

$$NCP = ECP * (VWAPAES / VWAPOS)$$

where:

**"NCP"** is the New Conversion Price.

**"ECP"** is the Conversion Price in effect on the dealing day immediately prior to the QTE Effective Date.

**"VWAPAES"** means the average of the Volume Weighted Average Price of the Approved Entity Shares (translated, if necessary, into U.S. dollars at the Prevailing Rate on the relevant dealing day) on each of the five dealing days ending on the dealing day prior to the closing date of the Takeover Event (and where references in the definition of "Volume Weighted Average Price" to "ordinary share" shall be construed as a reference to the Approved Entity Shares and in the definition of "dealing day," references to the "Relevant Stock Exchange" shall be to the relevant Recognised Stock Exchange).

**"VWAPOS"** is the average of the Volume Weighted Average Price of the ordinary shares (translated, if necessary, into U.S. dollars at the Prevailing Rate on the relevant dealing day) on each of the five dealing days ending on the dealing day immediately prior to the closing date of the Takeover Event.

**"Notice Cut-off Date"** means the date specified as such in the Conversion Shares Settlement Request Notice, which date shall be at least 40 business days following the Suspension Date.

**"ordinary shares"** means (a) prior to the QTE Effective Date, fully paid ordinary shares in the capital of the Issuer currently with a nominal value of 25 pence each and (b) on and after the QTE Effective Date, the relevant Approved Entity Shares.

**"Parity Securities"** means any preference shares, securities or other obligations (including any guarantee, credit support or similar undertaking) of the Issuer ranking, or expressed to rank, *pari passu* with the Securities in a winding-up or administration of the Issuer.

**"Payment Business Day"** means any weekday, other than one on which banking institutions are authorised or obligated by law or executive order to close in London or New York City and, in the case of surrender (or, in the case of part payment only, endorsement) of a Certificate, in the place in which the Certificate is surrendered (or, as the case may be, endorsed).

a **"person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) or other legal entity.

**"PRA"** means the United Kingdom Prudential Regulation Authority or such other governmental authority in the United Kingdom (or if the Issuer becomes domiciled in a

jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the prudential supervision of the Issuer.

**"Prevailing Rate"** means, in respect of any currencies on any day, the spot rate of exchange between the relevant currencies prevailing as at or about 12:00 pm, London time, on that date as appearing on or derived from the relevant page on Bloomberg (or such other information service provider that displays the relevant information) or, if such a rate cannot be determined at such time, the rate prevailing as at or about 12:00 pm, London time, on the immediately preceding day on which such rate can be so determined or, if such rate cannot be so determined by reference to the relevant page on Bloomberg (or such other information service provider that displays the relevant information), the rate determined in such other manner as an Independent Financial Adviser shall in good faith prescribe.

**"Price"** means the Conversion Price or the Conversion Shares Offer Price, as applicable.

**"QTE Effective Date"** means the date with effect from which the New Conversion Condition shall have been satisfied.

**"Qualifying Takeover Event"** means a Takeover Event where: (i) the Acquirer is an Approved Entity; and (ii) the New Conversion Condition is satisfied.

**"Rate of Interest"** shall mean the Initial Interest Rate and/or the relevant Subsequent Interest Rate, as the case may be.

**"Recognised Stock Exchange"** means an EEA Regulated Market or another regulated, regularly operating, recognised stock exchange or securities market in an OECD member state.

**"Relevant Date"** means whichever is the later of (1) the date on which the payment in question first becomes due and (2) if the full amount payable has not been received in London by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Holders.

**"Relevant Currency"** means sterling or, if at the relevant time or for the purposes of the relevant calculation or determination the LSE is not the Relevant Stock Exchange, the currency in which the ordinary shares are quoted or dealt in on the Relevant Stock Exchange at such time.

**"Relevant Stock Exchange"** means the LSE or, if at the relevant time the ordinary shares are not at that time listed and admitted to trading on the LSE, the principal stock exchange or securities market on which the ordinary shares are then listed, admitted to trading or quoted or accepted for dealing.

**"Reset Date"** means 15 March 2022 and each fifth anniversary date thereafter, commencing 15 March 2027.

**"Reset Determination Date"** means the second Payment Business Day immediately preceding each Reset Date.

**"Risk Weighted Assets"** means, at any time, the aggregate amount, expressed in pounds sterling, of the risk weighted assets of the Group, at such time, as determined by the Issuer, on a consolidated basis in accordance with the Capital Regulations applicable to the Group at such time (which determination shall be binding on the Trustee and the Holders). For the purposes of this definition, the term "risk weighted assets" means the risk weighted assets or total risk exposure amount, as determined by the Issuer, in accordance with the Capital Regulations applicable to the Group.

**"Settlement Date"** means (i) with respect to any Security in relation to which a Conversion Shares Settlement Notice is received by the Conversion Shares Depository on or before the Notice Cut-off Date, the later of (a) the date that is two business days

after the end of the relevant Conversion Shares Offer Period and (b) the date that is two business days after the date on which such Conversion Shares Settlement Notice has been received by the Conversion Shares Depository and (ii) with respect to any Security in relation to which a Conversion Shares Settlement Notice is not received by the Conversion Shares Depository on or before the Notice Cut-off Date, the date on which the Conversion Shares Depository delivers the relevant Conversion Shares or Conversion Share component, if any, of any Conversion Shares Offer Consideration, as applicable.

"**shareholders**" means the holders of ordinary shares.

"**Specified Office**" has the meaning given to it in the Trust Deed.

"**Subsidiary**" has the meaning provided in Section 1159 of the Companies Act.

"**Successor Entity**" has the meaning given to it in Condition 14(d) (*Meetings of Holders; Modification and Waiver; Substitution - Substitution*).

"**Suspension Date**" means, with respect to each Clearing System, the date specified in the Conversion Shares Offer Notice as the date on which such Clearing System shall suspend all clearance and settlement of transactions in the Securities in accordance with its rules and procedures, which date shall be no later than 38 business days after the delivery of the Conversion Shares Offer Notice to such Clearing System (and, if the Issuer elects that a Conversion Shares Offer be made, such date shall be at least two business days prior to the end of the relevant Conversion Shares Offer Period).

"**£**", "**sterling**" and "**pounds sterling**" means the lawful currency for the time being of the United Kingdom.

"**Subsequent Interest Rate**" has the meaning given to such term in Condition 3(b) (*Interest - Rate of Interest*).

A "**Takeover Event**" shall occur if an offer is made to all (or as nearly as may be practicable all) shareholders (or all (or as nearly as may be practicable all) such shareholders other than the offeror and/or any associate (as defined in Section 988(1) of the Companies Act) of the offeror), to acquire all or a majority of the issued ordinary share capital of the Issuer or if any person proposes a scheme with regard to such acquisition and (such offer or scheme having become or been declared unconditional in all respects or having become effective) the right to cast more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of the Issuer has or will become unconditionally vested in any person and/or any associate of that person (as defined in Section 988(1) of the Companies Act).

"**Takeover Event Notice**" means the notice to the Holders in accordance with Condition 16 (*Notices*) notifying them that a Takeover Event has occurred and specifying: (1) the identity of the Acquirer; (2) whether the Takeover Event is a Qualifying Takeover Event or not; (3) in the case of a Qualifying Takeover Event, if determined at such time, the New Conversion Price; and (4) if applicable, the QTE Effective Date.

"**Tier 1 Capital**" means Tier 1 capital for the purposes of the Capital Regulations.

"**Volume Weighted Average Price**" means, in respect of an ordinary share (or an Approved Entity Share, as applicable) on any dealing day, the order book volume-weighted average price of an ordinary share (or Approved Entity Share, as applicable) published by or derived from the relevant Bloomberg page or such other source as shall be determined in good faith to be appropriate by an Independent Financial Adviser on such dealing day, provided that if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an ordinary share (or an Approved Entity Share, as applicable) in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined or

determined as an Independent Financial Adviser might otherwise determine in good faith to be appropriate.

"US\$", "U.S. dollars" or "dollars" means the lawful currency for the time being of the United States of America.

(b) *Construction of certain references*

In these Conditions, unless otherwise specified or unless the context otherwise requires:

- (i) references to Securities being "outstanding" shall be construed in accordance with the Trust Deed;
- (ii) references to any issue or offer or grant to shareholders "as a class" or "by way of rights" shall be taken to be references to an issue or offer or grant to all or substantially all shareholders, as the case may be, other than shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant;
- (iii) references to "ordinary share capital" has the meaning provided in Section 1119 of the Corporation Tax Act 2010 and "equity share capital" has the meaning provided in Section 548 of the Companies Act;
- (iv) references to the "issue" of Conversion Shares shall include the transfer and/or delivery of Conversion Shares by the Issuer or any of its Subsidiaries, whether newly issued and allotted or previously existing;
- (v) ordinary shares held by the Issuer or any of its Subsidiaries shall not be considered as or treated as "in issue";
- (vi) references to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment; and
- (vii) headings and sub-headings are for ease of reference only and shall not affect the construction of these Conditions.

## DESCRIPTION OF ORDINARY SHARES

The Issuer only has ordinary shares in issue which are governed by the laws of England and Wales. The shareholders of the Issuer passed an ordinary resolution on 28 April 2016 to increase its share capital by the creation of new shares of up to £825,000,000 in relation to any issue of securities that automatically convert into or are exchanged for ordinary shares of the Issuer, which authorisation expires the earlier of the end of the Issuer's Annual General Meeting to be held in 2017 and the close of business on 30 June 2017 (whichever is earlier), unless otherwise renewed or passed pursuant to a separate resolution. The Issuer's Articles of Association (the "**Articles**") contain provisions to the following effect:

### **Dividends**

Subject to the provisions of the Articles and applicable legislation, the Issuer at any general meeting may declare dividends on the ordinary shares by ordinary resolution, but such dividends may not exceed the amount recommended by the Board. The Board may also pay interim or final dividends if it appears they are justified by the Issuer's financial position.

All unclaimed dividends payable in respect of any share may be invested or otherwise made use of by the Board for the benefit of the Issuer until claimed. If a dividend is not claimed after 12 years of it becoming payable, it is forfeited and reverts to the Issuer.

The Issuer operates a Scrip Dividend Programme which enables eligible shareholders to elect to receive new ordinary shares issued by the Issuer instead of a cash dividend.

### **Voting**

Every member who is present in person or by proxy or represented at any general meeting of the Issuer, and who is entitled to vote, has one vote on a show of hands. Every proxy present has one vote, except that the proxy will have one vote for and one vote against a resolution if he/she has been instructed to vote for and against the resolution by different members or in one direction by a member while another member has permitted the proxy discretion as to how to vote. On a poll, every member who is present or represented and who is entitled to vote has one vote for every share held. In the case of joint holders, only the vote of the senior holder (as determined by order in the share register) or his/her proxy may be counted. If any sum payable remains unpaid in relation to a member's shareholding, that member is not entitled to vote that share or exercise any other right in relation to a meeting of the Issuer unless the Board otherwise determines.

If any member, or any other person appearing to be interested in any of the Issuer's ordinary shares, is served with a notice under Section 793 of the Companies Act 2006 and does not supply the Issuer with the information required in the notice, then the Board, in its absolute discretion, may direct that that member shall not be entitled to attend or vote at any meeting of the Issuer. The Board may further direct that if the shares of the defaulting member represent 0.25 per cent. or more of the issued shares of the relevant class, that dividends or other monies payable on those shares shall be retained by the Issuer until the direction ceases to have effect and that no transfer of those shares shall be registered (other than certain specified "excepted transfers"). A direction ceases to have effect seven days after the Issuer has received the information requested, or when the Issuer is notified that an "excepted transfer" of all of the relevant shares to a third party has occurred, or as the Board otherwise determines.

### **Transfers**

Ordinary shares may be held in either certificated or uncertificated form. Certificated ordinary shares shall be transferred in writing in any usual or other form approved by the Board and executed by or on behalf of the transferor. Transfers of uncertificated ordinary shares shall be made in accordance with the Companies Act 2006 and Uncertificated Securities Regulations 2001, as amended.

In exceptional circumstances approved by the U.K. Listing Authority, the Board may refuse to register a transfer of certificated shares provided that such refusal would not disturb the market in those shares. The Board may also decline to register an instrument of transfer of certificated ordinary shares unless it is duly stamped and deposited at the prescribed place and accompanied by the share certificate(s) and such other evidence as reasonably required by the Board to evidence right to transfer, it is in respect of one class of shares only, and it is in favour of a single transferee or not more than four transferees (except in the case of executors or trustees of a member).

## **Redemption and Purchase**

Subject to applicable legislation and the rights of the other shareholders, any share may be issued on terms that it is, at the Issuer's option or at the option of the holder of such share, redeemable. The directors are authorised to determine the terms, conditions and manner of redemption of any such shares under the Articles.

## **Calls on capital**

The Board may make calls upon the members in respect of any monies unpaid on their shares. A person upon whom a call is made remains liable even if the shares in respect of which the call is made have been transferred. Interest will be chargeable on any unpaid amount called at a rate determined by the Board (of not more than 20 per cent. per annum).

If a member fails to pay any call in full (following notice from the Board that such failure will result in forfeiture of the relevant shares), such shares (including any dividends declared but not paid) may be forfeited by a resolution of the Board, and will become the property of the Issuer. Forfeiture shall not absolve a previous member for amounts payable by him/her (which may continue to accrue interest).

The Issuer also has a lien over all of the Issuer's partly paid shares for all monies payable or called on that share and over the debts and liabilities of a member to the Issuer. If any monies which are the subject of the lien remain unpaid after a notice from the Board demanding payment, the Issuer may sell such shares.

## **Variation of Rights**

The rights attached to any class of shares may be varied either with the consent in writing of the holders of at least 75 per cent. in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

The rights of shares shall not (unless expressly provided by the rights attached to such shares) be deemed varied by the creation of further shares ranking equally with them.

## **Winding Up**

In the winding up of the Issuer (whether the liquidation is voluntary or by the court) the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Issuer, whether or not the assets consist of property of one kind or of different kinds, and vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he/she, with the like sanction, shall determine. For this purpose the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members. The liquidator may not, however, distribute to a member without his/her consent an asset to which there is attached a liability or potential liability for the owner.

## FORM OF THE SECURITIES

The Securities will be issued in registered form and will be represented by a global certificate (the "**Global Certificate**"). The Global Certificate will be deposited on or around the issue date with a common depositary for Euroclear and/or Clearstream, Luxembourg and registered in the name of such depositary (or its nominee) and will be exchangeable in whole, but not in part, for individual certificates ("**Individual Certificates**") if Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business.

Whenever the Global Certificate is to be exchanged for Individual Certificates, such Individual Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Certificate within five business days of the delivery, by or on behalf of the registered holder of the Global Certificate, by or on behalf of the Holder, Euroclear and/or Clearstream, Luxembourg, to the Registrar of such information as is required to complete and deliver such Individual Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Certificate at the Specified Office of the Registrar. Such exchange will be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Securities scheduled thereto and, in particular, shall be effected without charge to any Holder or the Trustee, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

In addition, the Global Certificates will contain provisions that modify the Terms and Conditions of the Securities as they apply to the Securities evidenced by the Global Certificate. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Certificate which, according to the Conditions, require surrender or endorsement of a Certificate will be made against surrender of the Global Certificate (or in the case of part payment only, endorsement) to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Securities.

*Payments on business days:* In the case of all payments made in respect of the Global Certificate "**Payment Business Day**" means any weekday, other than one on which banking institutions are authorised or obligated by law or executive order to close in London or New York City.

*Payment Record Date:* Each payment in respect of the Global Certificate will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Certificate is being held is open for business.

*Notices:* Notwithstanding Condition 16 (*Notices*) and Condition 8(b) (*Automatic Conversion – Automatic Conversion Procedure*), so long as the Securities are represented by the Global Certificate deposited with a depositary or a common depositary for Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders represented by such Global Certificate may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been given to Holders in accordance with Condition 16 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System.

*Conversion Shares Settlement Notice:* Notwithstanding Condition 8(e)(vii) (*Automatic Conversion – Settlement Procedure - Conversion Shares Settlement Notice*), so long as the Securities are represented by the Global Certificate deposited with a depositary or a common depositary for Euroclear, Clearstream, Luxembourg or an Alternative Clearing System, a Conversion Shares Settlement Notice may be given by a Holder by delivering it to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System and, in any case, such notices shall be deemed to have been delivered to the Conversion Shares Depositary on the date of delivery of such notice to the Conversion Shares Depositary by Euroclear and/or Clearstream, Luxembourg and/or such Alternative Clearing System and or its depositary or common depositary.

*Cash component:* Notwithstanding Condition 8(e)(iii) (*Cash component*), so long as the Securities are represented by the Global Certificate deposited with a depositary or a common depositary for the Clearing Systems, the cash component, if any, of any Conversion Shares Offer Consideration will be delivered through the facilities of the Clearing Systems on or around the date on which the Conversion Shares Offer Period ends, subject to the applicable rules and operating procedures of the Clearing Systems in effect at such time.

#### **Clearing System Accountholders**

Each Global Certificate will be in registered form. Consequently, references in the Terms and Conditions of the Securities to "Holder" are references to the person in whose name the Securities are being registered in the Register which, for so long as the Global Certificate is held by a common depositary for Euroclear and/or Clearstream, Luxembourg, will be that common depositary or its nominee.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in the Global Certificate (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the Holder of the Global Certificate and in relation to all other rights arising under the Global Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Certificate will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Securities are represented by the Global Certificate, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Securities and such obligations of the Issuer will be discharged by payment to the Holder of the Global Certificate.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Securities, expected to amount to US\$1,484,940,000 after deduction of the commissions and fees payable to the Managers, will be used for general corporate purposes of the Group and to strengthen further the regulatory capital base of the Issuer and/or the Group, which may include investments in, or capital contributions to, Group subsidiaries. It is the Issuer's intention to use the proceeds of the issue of the Securities to initially make an investment in the Bank in the form of subordinated debt intended to qualify as additional tier 1 capital of the Bank under CRD IV. The Issuer retains the discretion to restructure any investment made with the proceeds at any time.

## DESCRIPTION OF THE ISSUER AND THE GROUP

The Issuer is a public limited company registered in England and Wales under number 48839. The liability of the members of the Issuer is limited. It has its registered head office at 1 Churchill Place, London E14 5HP, United Kingdom, (telephone number +44 (0)20 7116 1000). Tracing its origins to 17th century London, the Issuer has evolved from a group of English partnerships into a global bank. The Issuer was incorporated on 20 July 1896 under the Companies Acts 1862 to 1890.

The Bank is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from "Barclays Bank International Limited" to "Barclays Bank PLC". The whole of the issued ordinary share capital of the Bank is beneficially owned by the Issuer. The Issuer is the ultimate holding company of the Group and is one of the largest financial services companies in the world by market capitalisation.

The Group 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 the Group's two home markets of the U.K. and the U.S. Following the March 2016 Group Strategy Update (as defined above), the Group is focused on two core divisions – Barclays UK and Barclays Corporate & 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 Corporate & International comprises the corporate banking franchise, the Investment Bank, the US and international cards business and international wealth management. Assets which do not fit the Group's strategic objectives will continue to be managed in Barclays Non-Core and designated for exit or run-down over time.

The short term unsecured obligations of the Issuer are rated A-2 by Standard & Poor's, P-3 by Moody's and F1 by Fitch, and the unsecured unsubordinated long-term obligations of the Issuer are rated BBB by Standard & Poor's, Baa3 by Moody's and A by Fitch.

The short term unsecured obligations of the Bank are rated A-2 by Standard & Poor's, P-1 by Moody's and F1 by Fitch, and the unsecured unsubordinated long-term obligations of the Bank are rated A- by Standard & Poor's, A2 by Moody's and A by Fitch.

Based on the Group's audited financial information for the years ended 31 December 2015 and 31 December 2014 contained in the Joint Annual Report, the Group had total assets of £1,120,012 million (2014: £1,357,906 million), total net loans and advances<sup>1</sup> of £440,566 million (2014: £469,878 million), total deposits<sup>2</sup> of £465,322 million (2014: £486,094 million), and total shareholders' equity of £65,864 million (2014: £65,958 million) (including non-controlling interests of £6,054 million (2014: £6,391 million)). The profit before tax from continuing operations of the Group for the year ended 31 December 2015 was £2,073 million (2014: £2,256 million) after credit impairment charges and other provisions of £2,114 million (2014: £2,168 million).<sup>3</sup>

For the six months ended 30 June 2016, the Group had total assets of £1,351,282 million, total net loans and advances<sup>4</sup> of £473,443 million, total deposits<sup>5</sup> of £500,916 million, and total shareholders' equity of £69,420 million (including non-controlling interests of £6,566 million). Profit before tax for the Group

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<sup>1</sup> Total net loans and advances include balances relating to both bank and customer accounts.

<sup>2</sup> Total deposits include deposits from bank and customer accounts.

<sup>3</sup> This information is extracted from the Group's audited financial information for the years ended 31 December 2015 and 31 December 2014 contained in the Joint Annual Report. Please refer to the Restatement Document for an indication of the Group's profit before tax from continuing operations and credit impairment charges and other provisions for these periods on a restated unaudited basis following the business reorganisation outlined in the March 2016 Group Strategy Update.

<sup>4</sup> Total net loans and advances include balances relating to both bank and customer accounts.

<sup>5</sup> Total deposits include deposits from bank and customer accounts.

for the six months ended 30 June 2016 was £2,063 million (30 June 2015: £2,602 million) including credit impairment and other provision charges of £931 million (30 June 2015: £779 million). The financial information in this paragraph is extracted from the unaudited consolidated financial statements of the Issuer for the six months ended 30 June 2016 and 30 June 2015 contained in the 2016 Interim Results Announcement.

### Acquisitions, Disposals and Recent Developments

On 1 March 2016, the Issuer and the Bank announced an update to the Group's strategy including the following initiatives:

- simplification of the Group to focus on two core divisions – Barclays UK and Barclays Corporate & International;
- intention to sell down the Group's stake in Barclays Africa Group Limited to a level which permits accounting and regulatory deconsolidation over the subsequent two to three years;
- one-time enlargement of Barclays Non-Core, with transfer of approximately £8bn risk weighted assets;
- updated guidance on dividend; and
- new Group financial targets focused on Return on Tangible Equity, Common Equity Tier 1 ratio and Cost:Income ratio.

Please refer to the March 2016 Group Strategy Update incorporated by reference for further information.

### Legal Proceedings

For a description of the governmental, legal or arbitration proceedings that the Issuer, the Bank and the Group face, see Note 13 (*Provisions*) and Note 19 (*Legal, competition and regulatory matters*) to the financial statements of the Issuer on pages 79 and 80 and pages 83 to 94, respectively, of the 2016 Interim Results Announcement.

### Directors

The Directors of the Issuer, each of whose business address is 1 Churchill Place, London E14 5HP, United Kingdom, their functions in relation to the Group and their principal outside activities (if any) of significance to the Group are as follows:

<i>Name<sup>6</sup></i>	<i>Function(s) within the Group</i>	<i>Principal outside activities</i>
John McFarlane	Chairman	Director, Westfield Corporation; Director, Old Oak Holdings Limited; Chairman, The CityUK
James Staley	Chief Executive Officer	
Tushar Morzaria	Group Finance Director	
Mike Ashley	Non-Executive Director	Member, International Ethics Standards Board for Accountants; Member, Institute of Chartered Accountants in England & Wales' Ethics Standards Committee; Vice-Chair, European Financial Reporting Advisory Group's Technical Expert Group; Chairman, Government Internal

<sup>6</sup> On 28 June 2016, the Issuer and the Bank announced the appointment of Mary Francis CBE as a Non-Executive Director effective from 1 October 2016.

<i>Name<sup>6</sup></i>	<i>Function(s) within the Group</i>	<i>Principal outside activities</i>
		Audit Agency; Member, Board of The Charity Commission
Tim Breedon CBE	Non-Executive Director	Adviser, Blackstone Group L.P; Chairman, Apax Global Alpha
Crawford Gillies	Non-Executive Director	Chairman, Control Risks Group Limited; Senior Independent Director, SSE plc
Sir Gerry Grimstone	Deputy Chairman and Senior Independent Director	Chairman, Standard Life plc; Deloitte LLP; Lead non-executive, Ministry of Defence; Financial Services Trade and Investment Board; The Shareholder Executive
Reuben Jeffery III	Non-Executive Director	Chief Executive Officer, President and Director, Rockefeller & Co., Inc. and Rockefeller Financial Services Inc.; Member International Advisory Council of the China Securities Regulatory Commission; Member, Advisory Board of Towerbrook Capital Partners LP; Director, Financial Services Volunteer Corps; International Advisory Committee, J. Rothschild Capital management
Dambisa Moyo	Non-Executive Director	Non-Executive Director, SABMiller PLC; Non-Executive Director, Barrick Gold Corporation; Non-Executive Director, Seagate Technology
Diane de Saint Victor	Non-Executive Director	General Counsel, Company Secretary and Executive Director of ABB Limited; Member, Advisory Board of the World Economic Forum's Davos Open Forum
Diane Schueneman	Non-Executive Director	
Stephen Thieke	Non-Executive Director	

No potential conflicts of interest exist between any duties to the Issuer of the Directors listed above and their private interests or other duties.

## UNITED KINGDOM TAXATION

*The following is a summary of the U.K. withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Securities and certain U.K. stamp duty and stamp duty reserve tax implications of acquiring, holding and disposing of the Securities. Save where expressly stated to the contrary, it is based on current law and the practice of Her Majesty's Revenue & Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other U.K. tax aspects of acquiring, holding or disposing of the Securities. The comments relate only to the position of persons who are absolute beneficial owners of the Securities and who hold the Securities as investments. The following is a general guide and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that might be relevant to a prospective purchaser. Holders who are in any doubt as to their tax position should consult their professional advisers. Holders who may be liable to taxation in jurisdictions other than the U.K. in respect of their acquisition, holding or disposal of the Securities are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain U.K. taxation aspects of payments in respect of the Securities. In particular, Holders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Securities even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the U.K.*

### **Payments of Interest**

Interest on the Securities may be paid without withholding or deduction for or on account of U.K. income tax if the Securities constitute a "regulatory capital security" for the purposes of the Taxation of Regulatory Capital Securities Regulations 2013 (the "**Regulations**") and there are no arrangements, the main purpose, or one of the main purposes, of which is to obtain a tax advantage for any person as a result of the application of these Regulations in respect of the Securities.

A Security will constitute a "regulatory capital security" for the purposes of the Regulations provided that the Security qualifies, or has qualified, as an Additional Tier 1 instrument under Article 52 of the Commission Regulation (EU) No. 575/2013 and forms, or formed, a component of Additional Tier 1 capital for the purposes of Commission Regulation (EU) No 575/2013.

If the exemption referred to above does not apply, interest on the Securities may fall to be paid under deduction of U.K. income tax at the basic rate (currently 20 per cent.) 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 under U.K. law.

### **Other considerations**

Where interest has been paid under deduction of U.K. income tax, Holders who are not resident in the U.K. for tax purposes may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.

The references to "interest" above mean "interest" as understood in U.K. 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.

The above description of the U.K. withholding tax position assumes that there will be no substitution of the Issuer and does not consider the tax consequences of any such substitution.

### **Stamp duty and Stamp duty reserve tax**

No liability to U.K. stamp duty or stamp duty reserve tax will arise on the issue or transfer of Securities provided that, in the case of transfers of Securities, the Securities are "regulatory capital securities" for the purposes of the Regulations and there are no arrangements, the main purpose, or one of the main purposes, of which is to obtain a tax advantage as a result of the application of the Regulations in respect of the Securities.

No liability to U.K. stamp duty or stamp duty reserve tax will generally arise on the redemption of Securities, provided no issue or transfer of shares or other securities is effected upon or in connection with such redemption.

No liability to U.K. stamp duty or stamp duty reserve tax will arise for a Holder on the write-down of Securities on Automatic Conversion.

No liability to U.K. stamp duty or stamp duty reserve tax will arise for a Holder on the issuance of ordinary shares in Barclays PLC by Barclays PLC to the Holders under an Automatic Conversion.

For a summary of certain U.K. tax consequences of holding Ordinary Shares see pages 314-316 of the Joint Annual Report, which is incorporated by reference herein.

U.K. stamp duty and stamp duty reserve tax may be payable in relation to a Conversion Shares Offer.

## SWITZERLAND

### **General**

*The following discussion of taxation under the heading "Switzerland" in this section is only an indication of certain tax implications currently in force under the laws of Switzerland as they may affect investors. It applies only to persons who are beneficial owners of the Securities and may not apply to certain classes of person. The summary contains general information only; it is not exhaustive and does not constitute legal or tax advice and is based on taxation law and practice at the date of this Offering Circular. Potential investors should be aware that tax law and interpretation, as well as the level and bases of taxation, may change from those described and that changes may alter the benefits of investment in, holding or disposing of, Securities. The Issuer makes no representations as to the completeness of the information nor undertakes any liability of whatsoever nature for the tax implications for investors. Potential investors are strongly advised to consult their own professional advisers on the implications of making an investment in, holding or disposing of, Securities under the laws of the countries in which they are liable to taxation and in light of their particular circumstances.*

### **Swiss Federal Withholding Tax on Securities**

Payments by the Issuer in respect of the Securities are not subject to Swiss federal withholding tax (*Verrechnungssteuer*).

### **Swiss Issue Stamp Tax and Swiss Transfer Stamp Tax**

The issue of the Securities and their sale and delivery on the Issue Date to their initial Holders is not subject to Swiss federal securities issuance tax (*Emissionsabgabe*) and Swiss federal securities turnover tax (*Umsatzabgabe*) (primary market).

The trading of Securities in the secondary market is subject to Swiss federal securities turnover tax, which is to be paid by each of the seller and purchaser of the Securities, at a rate of 0.15 per cent. of the consideration paid for the Securities traded, however, only if a Swiss securities dealer, as defined in the Swiss federal stamp tax act (*Bundesgesetz über die Stempelabgaben*), is a party or an intermediary to the transaction and no exemption applies. Where both the seller and the purchaser of the Securities are not residents of Switzerland or the Principality of Liechtenstein, no Swiss federal stamp securities turnover tax will apply.

### **Swiss Income Taxation**

#### **(i) Securities held on Principal or Interest**

Payments by the Issuer of interest and repayment of principal to, and gain realised on the sale or redemption of Securities by, a Holder who is not a resident of Switzerland and who during the relevant taxation year has not engaged in a trade or business through a permanent establishment or a fixed place of business in Switzerland to which the Securities are attributable and who is not subject to income taxation in Switzerland for any other reason will not be subject to any Swiss federal, cantonal or communal income tax.

#### **(ii) Securities held by Swiss Holders as private assets**

Individuals who reside in Switzerland and who hold the Securities as private assets are required to include all payments of interest in respect of the Securities by the Issuer, in their personal income tax return and will be taxable on any net taxable income (including the payments of interest in respect of the Securities) for the relevant tax period. Any capital gain or loss realised on the sale or other disposition of such Securities or any loss realised following a write-down will be considered a tax-free capital gain respectively a non-tax-deductible loss.

#### **(iii) Securities held as Swiss business assets**

Individuals who hold Securities as part of a business in Switzerland and Swiss-resident corporate taxpayers and corporate taxpayers residing abroad holding Securities as part of a permanent establishment or fixed place of business in Switzerland are required to recognise the payments of interest and any capital gain or loss realised on the sale or other disposition of such Securities or

following a write-down in their income statement for the respective tax period and will be taxable on any net taxable earnings for such tax period. The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as "professional securities dealers" for reasons of, *inter alia*, frequent dealings and leveraged transactions in securities.

### **Final Foreign Withholding Taxes**

On 1 January 2013, treaties on final withholding taxes of Switzerland with the U.K. and Austria entered into force (each a "**Contracting State**"). The treaties require a Swiss paying agent, as defined in the treaties, to levy a flat-rate final withholding tax (*internationale Quellensteuer*) at rates specified in the treaties on certain capital gains and income items (interest, dividends, other income items), all as defined in the treaties, deriving from assets, including the Securities, held in accounts or deposits with a Swiss paying agent by (i) an individual resident in a Contracting State or, (ii) if certain requirements are met, by a domiciliary company (*Sitzgesellschaft*), an insurance company in connection with a so-called insurance wrapper (*Lebensversicherungsmantel*) or other individuals if the beneficial owner is an individual resident in a Contracting State. The flat-rate tax withheld substitutes the ordinary income tax on the respective capital gains and income items in the Contracting State where the individual is tax resident. In order to avoid the withholding of the flat-rate tax by the Swiss paying agent, such individuals may opt for a disclosure of the respective capital gains and income items to the tax authorities of the Contracting State where they are tax residents. It is expected that the above-mentioned treaties with the U.K. and Austria will be terminated once an automatic exchange of information regime between Switzerland and these countries has been implemented. An automatic exchange of information regime is expected to be introduced on 1 January 2017.

### **EU Saving Directive**

Non-EU countries which have adopted similar measures to the EC Council Directive 2003/48/EC on the taxation of savings income may also introduce an automatic exchange of information regime replacing a current withholding system. It is, for example, expected that Switzerland will replace the current withholding system by an automatic exchange of information regime (in accordance with the Global Standard released by the OECD Council in July 2014) beginning on 1 January 2017.

Investors who are in any doubt as to their position should consult their professional advisers.

## OTHER TAX CONSIDERATIONS

### *The proposed financial transactions tax ("FTT").*

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Greece, Spain, France, Italy, Austria, Portugal, Slovenia, Slovakia (the "**participating Member States**") and Estonia. However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between participating Member States and the implementation, scope and timing of any tax is uncertain. Additional EU Member States may decide to participate.

Prospective Holders are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

Barclays Bank PLC (the "**Bookrunner**"), Banco Santander, S.A., Danske Bank A/S, Deutsche Bank AG, London Branch, ING Bank N.V., Morgan Stanley & Co. International plc, Scotiabank Europe plc, SMBC Nikko Capital Markets Limited, Société Générale, UBS Limited and Wells Fargo Securities International Limited (together, the "**Joint Lead Managers**") and Banco Bilbao Vizcaya Argentaria, S.A., Coöperatieve Rabobank U.A. (Rabobank), Standard Chartered Bank, The Toronto-Dominion Bank and United Overseas Bank Limited (together, the "**Co-Lead Managers**" and, together with the Bookrunner and the Joint Lead Managers, the "**Managers**") have, in the subscription agreement dated 30 August 2016 (the "**Subscription Agreement**") and made between the Issuer and the Managers upon the terms and subject to the conditions contained therein, jointly and severally agreed to subscribe for the Securities at their issue price of 99.996 per cent. of their principal amount. The Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Securities.

### United States of America

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

Each Manager has agreed in the Subscription Agreement that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Securities, (a) as part of their distribution at any time or (b) otherwise, until 40 days after the later of the commencement of the offering and the issue date of the Securities, within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent to each dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after commencement of the offering, an offer or sale of Securities within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### United Kingdom

Each Manager has further represented, warranted and undertaken in the Subscription Agreement that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

### Hong Kong

Each Manager has further represented, warranted and agreed in the Subscription Agreement that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are

likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

## Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and, accordingly, each Manager undertakes that it will not offer or sell any Securities directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## Singapore

Each Manager has acknowledged that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each Manager has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

## Taiwan

The Securities have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan pursuant to relevant securities laws and regulations of Taiwan and may not be issued, offered or sold within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Securities in Taiwan. The Securities may be made available outside Taiwan for purchase outside Taiwan by Taiwan resident investors, but may not be offered or sold in Taiwan.

## Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 (Cth) of Australia (the "**Corporations Act**")) in relation to the Securities has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**") or any other regulatory authority in Australia.

Each Manager has represented, warranted and agreed in the Subscription Agreement that it:

- (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of, any Securities in, to or from Australia; and
- (b) has not distributed or published, and will not distribute or publish, any draft, preliminary or definitive offering memorandum, offering circular, advertisement or other offering material relating to the Securities or any sale of the Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act and complies with the terms of any authority granted under the Banking Act 1959 (Cth) of Australia;
- (ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;
- (iii) such action complies with all applicable laws, regulations and directives (including an offer or invitation which is received by a person in Australia); and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

By purchasing, or making or accepting an offer to purchase, any Securities from the Issuer and/or the Managers, each prospective investor to whom the Securities are issued (an "**Investor**"):

- (a) will be deemed by the Issuer and each of the Managers to have acknowledged that if any Investor on-sells the Securities within 12 months from their issue, the Investor will be required to lodge a prospectus or other disclosure document (as defined in the Corporations Act) with ASIC unless either:
  - (i) that sale is to an investor within one of the categories set out in sections 708(8) or 708(11) of the Corporations Act to whom it is lawful to offer the Securities in Australia without a prospectus or other disclosure document lodged with ASIC; or
  - (ii) the sale offer is received outside Australia; and

- (b) will be deemed by the Issuer and each of the Managers to have undertaken not to sell those Securities in any circumstances other than those described in paragraphs (a)(i) and (a)(ii) above for 12 months after the date of issue of such Securities.

This Offering Circular is not, and under no circumstances is to be construed as, an advertisement or public offering of any Securities in Australia.

## **Canada**

The Securities may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in the Canadian National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular or any presentation concerning the Securities that is provided to the purchaser (including any amendment thereto) contain a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

## **General**

Each Manager has represented, warranted and agreed in the Subscription Agreement that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Securities or possesses, distributes or publishes this Offering Circular or any other offering material relating to the Securities. Persons into whose hands this Offering Circular comes are required by the Issuer and the Managers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Securities or possess, distribute or publish this Offering Circular or any other offering material relating to the Securities, in all cases at their own expense.

## **Other Relationships**

Some of the Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or the Issuer's affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or of its affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer's securities, including potentially the Securities. Any such short positions could adversely affect future trading prices of the Securities. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## GENERAL INFORMATION

### 1. Authorisation

The creation and issue of the Securities has been authorised by the Board at a meeting held on 17 December 2015 and by the approval of the Group Finance Director dated 22 August 2016.

### 2. Group Structure

Principal subsidiaries for the Group as at 31 December 2015 are set out below. This includes those subsidiaries that are most significant in the context of the Group's business, results or financial position:

Company Name	Principal place of business or incorporation	Nature of Business	Percentage of Voting rights held %	Non-controlling interest – proportion of ownership interests %	Non-controlling interests – proportion of voting interests %
Barclays Bank PLC .....	England	Banking, holding company	100	11	–
Barclays Capital Securities Limited .....	England	Securities dealing	100	–	–
Barclays Private Clients International Limited .....	Isle of Man	Banking	100*	–	–
Barclays Securities Japan Limited .....	Japan	Securities dealing	100	–	–
Barclays Africa Group Limited <sup>†</sup> ..	South Africa	Banking	62	38	38
Barclays Capital Inc. ....	United States	Securities dealing	100	–	–
Barclays Bank Delaware .....	United States	Credit card issuer	100	–	–

\* Investments in subsidiaries held directly by the Bank are marked\*.

<sup>†</sup> Following the March 2016 Group Strategy Update, Barclays announced the sale of 103,592,491 shares in the capital of Barclays Africa (representing 12.2% of Barclays Africa's issued share capital) on 5 May 2016.

The Group's holdings of Barclays PLC shares change on a daily basis. The balance of these shares is passed through the financial statements within the treasury shares account. This account mainly comprises Barclays PLC shares purchased in relation to employee benefits. As at 31 December 2015, 14,359,604 Barclays PLC shares were held by the Group.

### 3. Business Overview and Geographic Regions

Following the March 2016 Group Strategy Update, the Group is focused on two core divisions – Barclays UK and Barclays Corporate & 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 Corporate & International comprises the corporate banking franchise, the Investment Bank, the US and international cards business and international wealth management. Assets which do not fit the Group's strategic objectives will continue to be managed in Barclays Non-Core and designated for exit or run-down over time.

### 4. Legal Proceedings and Regulatory Matters

Save as disclosed in "*Description of the Issuer and the Group – Legal Proceedings*", no member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), which may have or have had during the 12 months preceding the date of this Offering Circular, a significant effect on the financial position or profitability of the Issuer and/or the Group.

5. **Significant/Material Change**

Since 31 December 2015, there has been no material adverse change in the prospects of the Issuer or the Group and since 30 June 2016 there has been no significant change in the financial or trading position of the Issuer or the Group.

6. **Auditors**

The annual consolidated financial statements of the Issuer have been audited without qualification for the years ended 31 December 2014 and 31 December 2015 by PricewaterhouseCoopers LLP, chartered accountants and registered auditors (a member of the Institute of Chartered Accountants in England and Wales).

7. **Documents on Display**

Copies of the following documents may be inspected during normal business hours at the offices at Barclays Treasury, 1 Churchill Place, London E14 5HP United Kingdom, at the specified office of The Bank of New York Mellon, London Branch, at One Canada Square, London E14 5AL, United Kingdom, and in Switzerland at the office of BNP PARIBAS SECURITIES SERVICES, Paris, succursale de Zurich, Selnaustrasse 16, CH-8002 Zurich, Switzerland or may be obtained by fax (+41 58 212 6360) or email (ZURICH\_BP2S\_CUSTODY@bnpparibas.com) for 12 months from the date of this Offering Circular:

- (a) the Articles of Association of the Issuer; and
- (b) the Joint Annual Report, the March 2016 Group Strategy Update, the Restatement Document and the 2016 Interim Results Announcement.

8. **Approval, Listing and Admission to Trading**

In accordance with Article 43 of the Listing Rules of the SIX Swiss Exchange, Niederer Kraft & Frey Ltd will lodge the listing application with the Regulatory Board of the SIX Swiss Exchange.

9. **ISIN, Common Code and Swiss Security Number**

The Securities have been accepted for clearance through the Clearing Systems. The ISIN is XS1481041587, the common code is 148104158 and the Swiss security number is 33747258.

The ordinary shares of Barclays PLC are listed on the Official List of the FCA and trade on the London Stock Exchange under the symbol "BARC". The ISIN for the ordinary shares of Barclays PLC is GB0031348658. Information about the past and future performance of the ordinary shares of Barclays PLC and its volatility can be obtained from the website of the London Stock Exchange at [www.londonstockexchange.com](http://www.londonstockexchange.com).

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## **PRINCIPAL PAYING AGENT AND CALCULATION AGENT**

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## **TRUSTEE**

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*Swiss Listing Agent:*

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## **LEGAL ADVISERS**

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## **AUDITORS TO THE ISSUER**

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