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is a high net worth entity falling within Article 49(2)(a) to (d) of the Financial Services and Markets (Financial Promotion) Order 2005.

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BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

For the issuance of Collateralised Securities

Pursuant to the Global Collateralised Structured Securities Programme

These Base Listing Particulars have not been submitted to, reviewed by or approved by the United Kingdom Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (as amended, the FSMA) or any other regulatory authority in its capacity as competent authority in the European Economic Area or the London Stock Exchange plc or any other stock exchange with any market which constitutes a regulated market either for the purposes of Directive 2014/65/EU (as may be amended from time to time, MiFID) or for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (UK MiFIR).

This means that these Base Listing Particulars do not comprise (i) a Base Prospectus or Prospectus for the purposes of Articles 6 or 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council (the Prospectus Regulation) or such Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended from time to time (such Act, the EUWA) (the UK Prospectus Regulation) or (ii) Listing Particulars for the purposes of Section 79 of the FSMA or any other rules or regulations related to a listing on any regulated market of any stock exchange.

As a result of these Base Listing Particulars not having been approved by any regulatory authority in its capacity as a competent authority in the United Kingdom or the European Union, you should be aware that:

- **these Base Listing Particulars may not include the type, level and detail of disclosure required by the Prospectus Regulation, the UK Prospectus Regulation or other UK or EU legislation concerning disclosure requirements; and**
- **if you acquire Collateralised Securities to which these Base Listing Particulars relate you will not have any recourse to the Issuer under any Prospectus Regulation or UK Prospectus Regulation related liability regime, including but not limited to provisions for compensation arising under Section 90 of the FSMA or any similar legislation for the relevant Member State of the European Economic Area.**

The Collateralised Securities consist of derivative components and do not qualify as units of a collective investment scheme according to the relevant provisions of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 (CISA), as amended, and are not registered thereunder. Therefore, the Collateralised Securities are neither governed by the CISA nor supervised by the Swiss Financial Market Supervisory Authority (FINMA). Accordingly, investors do not have the benefit of the specific investor protection provided under the CISA.

These Base Listing Particulars are issued in relation to the Global Collateralised Structured Securities Programme for the issue of Collateralised Securities (the **Programme) of Barclays Bank PLC (the **Issuer**) for the purpose of giving information about the collateralised securities (the **Collateralised Securities**) which may be issued under the Programme and these Base Listing Particulars following the delivery of a pricing supplement (a **Pricing Supplement**) in the form set out in these Base Listing Particulars. Investors should be aware that multiple series of Collateralised Securities may be issued under these Base Listing Particulars**

and that purchasing or holding any units of one such series does not confer any entitlement in Collateralised Securities or the Guarantees of any other series.

As of the date of these Base Listing Particulars, these Base Listing Particulars have been approved by the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) as 'Base Listing Particulars' for the purposes of the rules of the Global Exchange Market (**GEM**) of Euronext Dublin. This means that the Collateralised Securities issued pursuant to the Programme may for a period of 12 months from the date of these Base Listing Particulars be admitted to listing on its official list (the **Official List**) and trading on the GEM of Euronext Dublin. The GEM is not a regulated market for the purposes of Directive 2014/64/EU (as amended, **MiFID II**) or for the purposes of UK MiFIR. Upon approval by and filing with Euronext Dublin, this document will constitute a "listing particulars" for the purposes of such application.

These Base Listing Particulars have been prepared on the basis that any offer of Collateralised Securities in a Member State of the European Economic Area or the United Kingdom (each, a **Relevant State**) will be made in circumstances where an exemption is available under Article 1(4) or 3(2) of the Prospectus Regulation or Section 86 of the FSMA, as the case may be, from the requirement to publish a prospectus for offers of such Collateralised Securities. Accordingly, if you are making or intending to make an offer of Collateralised Securities to which these Base Listing Particulars relate, as amended or supplemented by the Pricing Supplement, in the United Kingdom or any Member State of the European Economic Area, you must only do so in circumstances where no obligation to publish a prospectus under Article 3 of the Prospectus Regulation or Section 85 of the FSMA, as the case may be, arises. The Issuer has not authorised and will not authorise any offer of Collateralised Securities which would require the Issuer or any other entity to publish a prospectus in respect of such offer.

Investors are exposed to the credit risk of the Issuer of the Collateralised Securities, although this is somewhat mitigated by the collateralisation mechanics, see further the section entitled "Risks Relating to the Collateral Assets Companies and the Collateral Assets", in particular "Limited Security Recourse" in the Base Prospectus (as defined below). The distribution of this document and the offer of the Collateralised Securities in certain jurisdictions may be restricted by law. Persons into whose possession these Base Listing Particulars come are required by the Issuer to inform themselves about and to observe any such restrictions. Details of selling restrictions for various jurisdictions are set out in the section entitled "*Purchase and Sale*" in the offering circular dated 13 April 2023 as supplemented from time to time relating to the Issuer's Global Structured Securities Programme (as amended herein, the **Programme Document**).

The Collateralised Securities have not been, and will not be, registered under the Securities Act or the securities laws of any state of the United States or other jurisdiction and the Collateral Assets Companies have not been and will not be registered under the Investment Company Act. The Collateralised Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except that, in the case of Registered Securities only, and where specified to be applicable in the Pricing Supplement for the Relevant Series of Collateralised Securities, such Collateralised Securities may be offered and sold within the United States to persons who are QIB/QPs. Interests in the Collateralised Securities will be subject to certain restrictions on transfer, and each purchaser of Collateralised Securities offered hereby in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. See the sections entitled "*Purchase and Sale*" and "*Clearance and Settlement -- Transfer Restrictions for Registered Securities*" of the Programme Document.

The Collateralised Securities are not, and are not intended to be, commodity futures contracts and are not regulated under the Commodity Exchange Act of 1936, as amended (the **CEA**). The Collateralised Securities are offered pursuant to an exemption from regulation under the CEA, commonly known as the hybrid instrument exemption, as set out in section 2(f) of that statute. Accordingly, you are not afforded any protection provided by the CEA or any regulation promulgated by the Commodity Futures Trading Commission (**CFTC**). Trading in the Collateralised Securities has not been approved by the CFTC under the CEA.

Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in the base listing particulars dated 16 February 2012 relating to the Issuer's Global Collateralised Structured Securities Programme (as amended herein, the **Base Prospectus**) and the section headed "*Risk Factors*" in the Programme Document incorporated by reference herein (subject to certain amendments and exclusions; see "*Documents Incorporated by Reference*" below) and these Base Listing Particulars. The Base Prospectus, the Programme Document and these Base Listing Particulars do not describe all of the risks of an investment in the Collateralised Securities.

The Issuer accepts responsibility for the information contained in these Base Listing Particulars save for the information set out in the section "*DESCRIPTION OF THE COLLATERAL ASSETS COMPANIES*" (the **Collateral Assets Companies Information**), Barclays Secured Notes B.V. accepts responsibility for the Collateral Assets Companies Information under the heading "1. BARCLAYS SECURED NOTES B.V." therein and Barclays Secured Notes Finance LLP accepts responsibility for the Collateral Assets Companies Information under the heading "2. BARCLAYS SECURED NOTES FINANCE LLP" therein. To the best of the knowledge of each of the Issuer, Barclays Secured Notes B.V. and Barclays Secured Notes Finance LLP having taken all reasonable care to ensure that such is the case the information contained in these Base Listing Particulars is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

Prohibition of sales to EEA retail investors, UK retail investors, Swiss retail investors and MiFID II target market assessment - investors should note the provisions as set out at the beginning of the Form of Pricing Supplement on page 17 of these Base Listing Particulars in relation to the target market assessment in respect of the Collateralised Securities and also that with certain exceptions (if stated in the relevant Pricing Supplement) the Collateralised Securities may not be sold or made available to EEA, UK or Swiss retail investors.

The date of these Base Listing Particulars is 21 April 2023

Manager

Barclays Bank PLC

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DOCUMENTS INCORPORATED BY REFERENCE

This Base Listing Particulars should be read and construed in conjunction with the following documents, except the documents incorporated by reference therein, and each of the following documents shall be deemed to be incorporated in and form part of this Base Listing Particulars:

- (a) the base listing particulars dated 16 February 2012 relating to the Issuer's Global Collateralised Structured Securities Programme (the **Base Prospectus**);
- (b) the offering circular dated 13 April 2023 relating to the Issuer's Global Structured Securities Programme but excluding the sections thereof entitled "Documents Incorporated by Reference" and "Terms and Conditions of the Securities" (referred to as the **Programme Document**);
- (c) the section entitled "Terms and Conditions of the Securities" from the offering circular dated 19 June 2020 relating to the Issuer's Global Structured Securities Programme;
- (d) in respect of information relating to the Issuer, the Bank Group, Barclays PLC and the Group:
 - (i) the Registration Document dated 6 March 2023 (the **Registration Document**), and approved by the Financial Conduct Authority in its capacity as competent authority in the United Kingdom;
 - (ii) the Annual Report of the Issuer, as filed with the United States Securities and Exchange Commission (**SEC**) on Form 20-F/A on 23 May 2022 containing the audited consolidated financial statements of the Issuer and the independent auditor's report thereon, in respect of the financial years ended 31 December 2021 and 31 December 2020 (the **2021 Form 20-F**);
 - (iii) the Annual Report of the Issuer, as filed with the SEC on Form 20-F on 15 February 2023 containing the audited consolidated financial statements of the Issuer and the independent auditor's report thereon, in respect of the years ended 31 December 2022 and 31 December 2021 (the **2022 Form 20-F**); and
 - (iv) the Annual Reports of the LLP containing the audited consolidated financial statements and the independent auditors' report of the LLP in respect of the years ended 31 December 2021 and 31 December 2020.

From the 2021 Form 20-F

| | |
|---|------------------|
| Report of Independent Registered Public Accounting Firm | Pages 102 to 104 |
| Consolidated Financial Statements | Pages 105 to 110 |
| Notes to the Financial Statements | Pages 115 to 202 |

From the 2022 Form 20-F

Whole document (excluding the section entitled "Exhibit Index" on page 267)

From the Registration Document

| | |
|---|----------------|
| Definitions and Interpretation | Page iv |
| Risk Factors | Pages 1 to 23 |
| Forward-Looking Statements | Page 25 |
| The Issuer, the Barclays Bank Group and the Group | Pages 26 to 28 |

Any statement contained in any of the documents incorporated by reference in these Base Listing Particulars shall be deemed to be modified or superseded for the purpose of these Base Listing Particulars to the extent that a statement contained herein modifies or supersedes any earlier statement contained in any document incorporated by reference (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of these Base Listing Particulars.

Where only certain sections of a document referred to above are incorporated by reference into these Base Listing Particulars, the parts of the document which are not incorporated by reference are either not relevant for prospective investors or are covered elsewhere in these Base Listing Particulars.

Any document which is incorporated by reference into any of the documents deemed to be incorporated by reference in, and form part of, these Base Listing Particulars shall not constitute a part of these Base Listing Particulars.

Copies of the documents incorporated herein by reference will be available free of charge from the registered office of the Issuer (as specified on the last page).

The Issuer has prepared the financial statements incorporated by reference above from the 2022 Form 20-F and the 2021 Form 20-F in accordance with UK-adopted international accounting standards. Such financial statements have also been prepared in accordance with (i) IFRS as issued by the International Accounting Standards Board, including interpretations issued by the IFRS Interpretations Committee ("**IFRICs**"); and (ii) IFRS adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the EU. There are currently no differences between UK-adopted international accounting standards and IFRS as adopted by the EU. A summary of the significant accounting policies for the Issuer is included in the 2022 Form 20-F and the 2021 Form 20-F.

Documents filed with Euronext Dublin

All documents incorporated by reference herein have been filed with Euronext Dublin.

INFORMATION AS TO PLACEMENT WITHIN THE UNITED STATES

The Collateralised Securities offered pursuant to an exemption from registration under Rule 144A under the Securities Act will be sold only to QIB/QPs and will be represented on issue by beneficial interests in one or more Rule 144A Global Securities, in each case in fully registered form.

Only Barclays Secured Notes Finance LLP (**LLP**) shall act as the Collateral Assets Company with respect to any Relevant Series of Collateralised Securities offered in the United States or to a U.S. person pursuant to an exemption from registration under Rule 144A. The LLP has not been registered under the Investment Company Act. Each purchaser of an interest in the Collateralised Securities (other than a non-U.S. person outside the United States) will be deemed to have represented and agreed that it is a QIB/QP and will also be deemed to have made the representations set out in the section entitled "*Transfer Restrictions – Transfer restrictions in respect of Restricted Securities*" of the Programme Document. The purchaser of any Collateralised Securities, by such purchase, agrees that such Collateralised Securities are being acquired for its own account and not with a view to distribution and may be resold, pledged or otherwise transferred only (1) to the Issuer (upon redemption thereof or otherwise), (2) to a person the purchaser reasonably believes is a QIB/QP, in a transaction meeting the requirements of Rule 144A, or (3) outside the United States to a non-U.S. person in an offshore transaction in reliance on Regulation S, in each case, in compliance with the Transaction Documents and all applicable securities laws of any state of the United States or any other jurisdiction.

Investors should consider any additional U.S. Taxation and ERISA considerations set out in the relevant Pricing Supplement.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with the sale of the Collateralised Securities, the Issuer, upon the request of a Collateralised Securityholder, will furnish to that holder and any prospective investor designated by such holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is not a reporting company under Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the **Exchange Act**).

RISK FACTORS

The following risk factors are factors which the Issuer believes may be material for the purposes of (i) assessing the ability of the Issuer to fulfil its obligations under the Collateralised Securities and (ii) assessing the market risks associated with the Collateralised Securities.

An investment in the Collateralised Securities involves certain risks, including risks relating to the Collateral Assets and risks relating to the structure and rights of such Collateralised Securities and the related arrangements. Prospective investors should carefully consider the following factors and the risk factors in the Base Prospectus (as amended below, and where re-stated to be considered as amended) and the Programme Document referred to above, in addition to the matters set forth elsewhere in these Base Listing Particulars, prior to investing in any Collateralised Securities. The following is a description of certain aspects of the issue of the Collateralised Securities and the Programme of which any prospective purchaser of the Collateralised Securities should be aware, but it is not intended to be exhaustive and any prospective purchaser of the Collateralised Securities should also read the detailed information set out elsewhere in these Base Listing Particulars and the other documents relating to the Collateralised Securities and take their own tax, legal and other relevant advice as to the advisability, structure and viability of their investment. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations and on the Collateralised Securities.

In particular, the attention of prospective purchasers of Collateralised Securities is drawn to the section headed "*Risk Factors*" in the Base Prospectus (as amended below, and where re-stated to be considered as amended) and the section headed "*Risk Factors*" in the Programme Document (incorporated herein by reference, subject to certain amendments and exclusions; see "*Documents Incorporated by Reference*" above).

References to the following terms in the Base Prospectus, under this same heading, are amended as follows: "Final Terms" to the "Pricing Supplement"; "Irish Stock Exchange" to "Euronext Dublin"; "Series" to the "Relevant Series"; and "Programme Prospectus" to "Programme Document",

ADDITIONAL RISK FACTORS

Risks Relating to the Issuer

Risks relating to the Bank and the Group

Prospective Investors should read the Issuer risk factors set out under the section headed "Risk Factors" of the Registration Document and of the Programme Document (each as incorporated herein by reference and as defined in the section of these Base Listing Particulars entitled "Documents Incorporated by Reference").

The sub-sections, under this same heading, entitled "The Independent Commission on Banking" and "Financial Services Compensation Scheme" in the Base Prospectus are deleted in their entirety.

Applicability of EU law in the UK

The transition period negotiated between the EU and the UK in connection with the withdrawal of the UK from the EU ended at 11.00 p.m. GMT on 31 December 2020, following which EU law has ceased to apply in the UK. However, many EU laws have been transposed into English law (including, without limitation, by virtue of the EUWA) and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Over the years, English law has been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). As a result, depending on the final trade arrangements to be put in place and implemented, substantial amendments to English law may occur and may diverge from the corresponding provisions of EU law applicable after 2020. Consequently,

English law may change and differ from EU law and it is impossible at this time to predict the consequences on the Collateral Assets, the Issuer's business, financial condition or results of operations or prospects. Such changes could be materially detrimental to Collateralised Securityholders.

Risk of insolvency proceedings outside the UK

The Issuer has its registered office in the UK. Prior to the end of the transition period, under Regulation (EU) 2015/848, as amended from time to time (the **EU Insolvency Regulation**), the Issuer's centre of main interests was presumed to be the UK in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the 3 months prior to a request to open insolvency proceedings. Any main insolvency proceedings in respect of the Issuer for the purposes of the EU Insolvency Regulation would therefore fall within the jurisdiction of the English courts. However, as a result of the withdrawal of the UK from the EU, the EU Insolvency Regulation no longer applies and if proceedings in respect of the Issuer were brought in an EU jurisdiction, the EU Insolvency Regulation will not apply, instead the laws of such jurisdiction will apply. The same risks apply to a jurisdiction outside the EU (as was the case even while the UK remained part of the EU).

Risks Relating to the Collateralised Securities

Negative Interest

The Collateral Assets Companies are exposed to interest rate risk by virtue of the Series Account(s). As interest levels fluctuate over time, the Collateral Assets Companies may be entitled to a lower rate of interest on some or all Series Account(s) or, in some circumstances, may be required to pay a negative interest rate to the Collateral Account Bank. Any such lower or negative rate of interest may reduce the funds available for the Collateral Assets Companies to pay Guaranteed Amounts in accordance with the terms of the Collateralised Securities Guarantees.

IBOR transition

For any Collateralised Securities where the reference rate or benchmark is a LIBOR, certain fallback provisions may have been triggered even though the effective date and consequences of such fallbacks may not in all circumstances be known. Consequences of such fallbacks may require the Sub-Lender or the Issuer (or both) to identify a replacement rate or benchmark, calculate a spread to be applied to the replacement rate or benchmark, make adjustments and fulfil other related obligations under relevant fallback provisions in the Conditions or the Sub-Loan (and, in turn, the Collateral Transfer Agreement). Notwithstanding anything to the contrary in the fallback provisions, where the trigger is an anticipatory trigger, the Issuer and/or the Sub-Lender may make all determinations and/or adjustments in respect of the Collateralised Securities or the Sub-Loan (and the Collateral Transfer Agreement) as are provided for in connection with the occurrence of an anticipatory trigger, notwithstanding that such anticipatory trigger may have occurred before the Issue Date of the Collateralised Securities or the entry into of the Sub-Loan and the Collateral Transfer Agreement. The Sub-Lender or the Issuer will give notice to the Collateralised Securityholders prior to making changes to the terms of the Collateralised Securities but may not give notice significantly in advance. While the fallback provisions in the Collateral Transfer Agreement are intended to track the fallback provisions in the Sub-Loan and therefore set-off against each other, Collateralised Securityholders should ensure that they read the fallback provisions applicable to their particular Collateralised Securities and the related risk factors in light of the foregoing. Whilst certain triggers may not result in the immediate replacement of the applicable rate or benchmark with a successor rate or benchmark, when changes are made there is a risk that the return on the Collateralised Securities will be adversely affected (including that Collateralised Securityholders receive a significantly lower amount of interest) or that the Collateralised Securities may be early redeemed.

Risks relating to the Collateral Assets Companies and the Collateral Assets

The sub-sections, under this same heading, titled "EU Directive on the Taxation of Savings Income", "Recent Market Events" and "Risks Relating to the Bank" in the Base Prospectus are deleted in their entirety.

Risks relating to Withholding Tax in respect of Payments under the Collateralised Securities Guarantees

Interest payable in respect of the Collateralised Securities will not be subject to United Kingdom withholding tax (i) whilst the Issuer continues to be a bank paying the interest in the ordinary course of its business such that it qualifies for the exemption under section 878 of the Income Tax Act 2007; or (ii) for so long as the Collateralised Securities continue to be listed on a “recognised stock exchange” within the meaning of section 1005 of the Income Tax Act 2007. As at the date of these Base Listing Particulars Euronext Dublin is a recognised stock exchange for this purpose. The United Kingdom withholding tax treatment of guarantee payments in respect of interest is however unclear and, whilst the better interpretation may be that payments under a guarantee are of the same nature, and attract the same taxation treatment as, the interest payments which they represent, it is not clear that such payments will qualify for the same exemptions from United Kingdom withholding tax as payments of interest on the Collateralised Securities. Accordingly, there is a risk that payments under the Collateralised Securities Guarantees in respect of interest may be subject to withholding or deduction on account of United Kingdom tax.

Credit Ratings

Each Relevant Series may be rated or unrated. The credit rating (if any) assigned to the Collateralised Securities is based solely on the credit quality of the Bank and not the Collateral Assets. Credit ratings do not fully reflect all risks of an investment. In addition, prospective purchasers should note that rating agencies may fail to make timely changes in credit ratings in response to subsequent events, and the credit quality of the Bank and/or the Collateral Assets Company may be worse than a credit rating indicates. In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (the **CRA Regulation**) and UK regulated investors are restricted under such Regulation as it forms part of domestic law by virtue of the EUWA (the **UK CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU (or the UK, as applicable) and registered under the CRA Regulation (or the UK CRA Regulation, as applicable) (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU (or non-UK, as applicable) credit rating agencies, unless the relevant credit ratings are endorsed by an EU (or UK, as applicable) -registered credit rating agency or the relevant non-EU (or non-UK, as applicable) rating agency is certified in accordance with the CRA Regulation (or the UK CRA Regulation, as applicable) (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings referred to in these Base Listing Particulars and/or the Pricing Supplement will be disclosed in the Pricing Supplement.

Forced Transfer

Each initial purchaser of an interest in Rule 144A Global Securities and each transferee taking an interest in Rule 144A Global Securities will be deemed to represent at the time of purchase that, amongst other things, such purchaser or transferee, as applicable, is a QIB/QP.

The Transaction Documents will provide that if, notwithstanding the restrictions on transfer contained therein (if applicable), the Issuer determines that any holder of an interest in Rule 144A Global Securities is not a QIB/QP at the time it acquires an interest in Rule 144A Global Securities (any such person, a **Non-Permitted Holder**), the Issuer may, after determining that such person is a Non-Permitted Holder, send notice to such Non-Permitted Holder directing such holder to transfer its interest to a person that is not a Non-Permitted Holder within 30 days following receipt of such notice. If such holder fails to effect the transfer required within such 30-day period, (a) the Issuer may cause such beneficial interest to be transferred to the Issuer or to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity either is not a U.S. person or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest. None of Barclays Bank plc (in any of its capacities), any Collateral Assets Company or any other person shall be liable to any holder having an interest in the Collateralised Securities sold or

otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted Holder will receive the balance, if any.

Dutch restrictions on the enforceability of security interests in the collateral

Under Dutch law, the enforcement of the security interests in the collateral may, in whole or in part, also be limited to the extent that the obligations of Barclays Secured Notes B.V. (the **Dutch Collateral Asset Company**) under the security are not within the scope of its objects and the counterparty under the security was aware or ought to have been aware (without inquiry) of this fact. The articles of association of the Dutch Collateral Asset Company permit the provision of security for, among others, group companies. However, the determination of whether a legal act is within the objects of a company may not be based solely on the description of the articles of association, but must take into account all relevant circumstances, including, in particular, the question whether the interests of such company are served by the relevant legal act. If the granting of the security, in the light of the benefits, if any, derived by the Dutch Collateral Asset Company from creating such interests, would have an adverse effect on the interests of the Dutch Collateral Asset Company may be found to be voidable or unenforceable upon the request of the Dutch Collateral Asset Company or its administrator in bankruptcy. As a result, notwithstanding the foregoing provisions of the Dutch Collateral Asset Company's articles of association, and notwithstanding that the board of directors of the Dutch Collateral Asset Company have resolved that the granting of the security are within the objects of and in the interest of the Dutch Collateral Asset Company, no assurance can be given that a court would conclude that the granting of the security is within the objects of the Dutch Collateral Asset Company. To the extent the Dutch Collateral Asset Company or its administrator successfully invokes the voidability or non-enforceability of the granted security, such security would be limited to the extent any portion of it is not nullified and remains enforceable.

Risks relating to Collateral Assets

Information on Collateral Assets

Certain information on the Collateral Assets, including their Values, will be provided in the Secured Noteholder Reports. Such information is important in making an assessment of the Collateralised Securities. Investors should note the risks set out under the heading "Risks Relating to the Collateral Assets" in the Risk Factors section of the Base Prospectus and also the basis on which Values are determined. Where the Valuation Agent calculates Values, it is subject to a number of requirements, including that it must act in good faith and a commercially reasonable manner. However certain Collateral Assets may be illiquid or hard to value.

Collateral Assets and the Guarantees

Collateralised Securityholder Reports will be available at the following website address on each Business Day following the Issue Date: <https://gctinvestorreporting.bnymellon.com>. The initial Collateralised Securityholder Report for each series of Collateralised Securities will be in a form as set out at the Annex to these Listing Particulars.

Each such report will show the Collateral Assets then held by each Collateral Assets Company. The Collateral Transfer Agreement made between each relevant Collateral Assets Company, Barclays Bank PLC as Seller and the Security Trustee, as constituted by the relevant Constituting Instrument, governs the acquisition of the Collateral Assets and the margin maintenance obligations of Barclays Bank PLC as seller in each case in respect of the relevant series. In particular Barclays Bank PLC as Seller is required to ensure that the relevant Collateral Assets held by the Collateral Asset Companies from time to time are in aggregate (after adjustments to reflect margin ratios and subject to minimum transfer amounts) at least equal in value to the Collateralised Amount set out in each relevant Pricing Supplement delivered pursuant to these Base Listing Particulars.

Each relevant Collateral Assets Company will grant security to the Security Trustee over the Collateral Assets it holds by way of security for its obligations under the Guarantee it is providing in respect of the Collateralised

Securities. A Collateral Assets Company will not have available to it any other assets to meet its obligations in respect of the relevant Guarantee and recourse against the Collateral Asset Companies is limited to net realisation proceeds of the Collateral Assets. Accordingly any determination of the value of the Guarantee given by a Collateral Assets Company in respect of a series of Collateralised Securities should be based on an appraisal of the relevant Collateral Assets and the manner in which these are being held by the relevant Collateral Assets Company. The initial Collateral Assets which Barclays Bank PLC as Seller will deliver to each Collateral Assets Company will be Exchange Traded Funds or ETFs as described in each relevant Pricing Supplement.

Each Guarantee provides that the relevant Collateral Asset Company (i) will not be released from its obligations under the Guarantee until full payment is made by the Issuer or the Guarantors of the Guaranteed Amounts and (ii) provides a full indemnity as to the Guaranteed Amounts, all subject as provided in the Guarantees, including as to the limited recourse nature of the Guarantors as described above.

Risks Relating to the LLP

Volcker Rule

The regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "**Volcker Rule**," generally prohibits "banking entities" (broadly defined to include U.S. banks, bank holding companies and foreign banking organizations, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining or retaining an ownership interest in, or sponsoring, a "covered fund," and (iii) entering into certain relationships with such covered funds, subject to certain exceptions and exclusions. The LLP relies on Section 3(c)(7) of the Investment Company Act and therefore may be a "covered fund" for purposes of the Volcker Rule with respect to holders of the Collateralised Securities. None of the Issuer, Barclays Bank PLC, any Collateral Asset Company or any other party provides any assurances as to the status of the LLP under the Volcker Rule. Any prospective investor in the Collateralised Securities, including a bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding the Volcker Rule and its effects.

CONDITIONS OF THE NOTES

The Conditions of each series of Collateralised Securities will comprise (i) the terms and conditions of the Notes, as set out at the section entitled "Terms and Conditions of the Securities" from the offering circular dated 19 June 2020, as amended and/or supplemented by the applicable Constituting Instrument, copies of which will be made available on request to the Issuer against such proof of Collateralised Securityholder or prospective Collateralised Securityholder status as the Issuer may reasonably require and (ii) the applicable Pricing Supplement for each series delivered at any time in the form set out in the section entitled "Form of Pricing Supplement" below.

FORM OF PRICING SUPPLEMENT

BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

GLOBAL COLLATERALISED STRUCTURED SECURITIES PROGRAMME FOR THE ISSUE OF COLLATERALISED SECURITIES

for the issue of

[insert currency] [●] Series [●] Collateralised Securities due [●]

(the "Collateralised Securities")

unconditionally and irrevocably guaranteed as to payments by [each of]

[Barclays Secured Notes Finance LLP

(a limited liability partnership incorporated in England and Wales)]

[and]

[Barclays Secured Notes B.V.

(incorporated with limited liability in the Netherlands)]

Issue Price: [●] per Security

DATED [●]

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – Unless the Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", the Collateralised Securities are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area (EEA). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97 as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Collateralised Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Collateralised Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – Unless the Pricing Supplement in respect of any Securities specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", the Collateralised Securities are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended from time to time (EUWA); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (as amended, the **UK Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (as amended, the **UK PRIIPs Regulation**) for offering or selling the Collateralised

Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Collateralised Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[(Insert for all Securities offered in Switzerland or admitted to trading in Switzerland if the Securities are not FinSA Exempt Securities:)]

[Public offering in Switzerland or Admission to trading in Switzerland: This Pricing Supplement will be or has been registered with SIX Exchange Regulation in its capacity as Swiss Prospectus Office pursuant to FinSA prior to the public offering of the Securities in Switzerland or the admission to trading of the Collateralised Securities on SIX Swiss Exchange.]

[PROHIBITION OF SALES TO SWISS RETAIL INVESTORS: The Collateralised Securities are not intended to be offered, sold or otherwise made available to and may not be offered, sold or otherwise made available to any retail investor in Switzerland. For these purposes a "retail investor means a person who is not a professional or institutional client, as defined in article 4 para. 3, 4 and 5 and article 5 para. 1 and 2 Swiss Federal Act on Financial Services ("**FinSA**") of 15 June 2018 as amended. Consequently, no key information document required by FinSA for offering or selling the Collateralised Securities or otherwise making them available to retail investors in Switzerland has been prepared and therefore offering or selling the Collateralised Securities or making them available to retail investors in Switzerland may be unlawful under FinSA.]¹

[The Collateralised Securities documented in this Pricing Supplement may be considered structured products in Switzerland pursuant to Article 70 the Swiss Financial Services Act of 15 June 2018 (**FinSA**) and are not subject to supervision by the Swiss Financial Market Supervisory Authority (**FINMA**). None of the Collateralised Securities constitute a participation in a collective investment scheme within the meaning of the Collective Investment Schemes Act of 23 June 2006 (**CISA**) and are neither subject to the authorisation nor the supervision by the FINMA and investors do not benefit from the specific investor protection provided under the CISA. Investors are exposed to the credit risk of the Issuer of the Collateralised Securities, although this is somewhat mitigated by the collateralisation mechanics, see further the section entitled "*Risks Relating to the Collateral Assets Companies and the Collateral Assets*", in particular "*Limited Security Recourse*" in the Base Prospectus.

Neither the Base Listing Particulars nor this Pricing Supplement or any other offering or marketing material relating to the Collateralised Securities constitute a prospectus pursuant to the FinSA, and such documents may not be publicly distributed or otherwise made publicly available in Switzerland, unless the requirements of FinSA for such public distribution are complied with.

The Collateralised Securities documented in these Pricing Supplement are not being offered, sold or advertised, directly or indirectly, in Switzerland to retail clients (*Privatkundinnen* und *-kunden*) within the meaning of FinSA (**Swiss Retail Clients**). Neither this Pricing Supplement nor any offering materials relating to the Collateralised Securities may be made available to Swiss Retail Clients in or from Switzerland. The offering of the Collateralised Securities directly or indirectly, in Switzerland is only made by way of private placement by addressing the Securities (a) solely at investors classified as professional clients (*professionelle Kunden*) or institutional clients (*institutionelle Kunden*) within the meaning of FinSA (**Professional or Institutional Clients**), (b) at fewer than 500 Swiss Retail Clients, and/or (c) at investors acquiring securities to the value of at least CHF 100,000.]²

What is this document?

This document constitutes the pricing supplement to the Collateralised Securities (the "**Pricing Supplement**") described herein and is prepared in connection with the Global Collateralised Structured Securities Programme for the issue of Collateralised Securities established by Barclays Bank PLC (the "**Issuer**") and the issue of the

¹ To be included if no offer to Swiss retail is made.

² To be included if private placement is made into Switzerland or to Swiss investors.

Collateralised Securities described above thereunder and is supplemental to the constituting instrument dated [●] (the "**Constituting Instrument**").

What other documents do I need to read?

This Pricing Supplement sets out the specific details of your particular issuance of Collateralised Securities and supplements the Base Listing Particulars (including the documents incorporated by reference therein) and the terms and conditions set out in the Constituting Instrument. Therefore, full information on the Issuer and the Collateralised Securities is only available on the basis of the combination of this Pricing Supplement, the Base Listing Particulars (including the documents incorporated by reference therein) and the Constituting Instrument.

Capitalised terms used in this Pricing Supplement, if not defined in this Pricing Supplement, have the meanings given to them in the Constituting Instrument.

What should I consider before investing in Securities issued under this Pricing Supplement?

Investment in Collateralised Securities that are issued under this Pricing Supplement involve a significant degree of risk and if you invest in them you should be prepared to sustain a loss of all or part of your investment. You should not acquire any Collateralised Securities unless (i) you understand the nature of the relevant transaction, the complexity of the transaction, the risks inherent in securities and the extent of your exposure to potential loss and (ii) any investment in such Collateralised Securities is consistent with your overall investment strategy. Before investing in the Collateralised Securities you should consider carefully whether the Collateralised Securities you are considering acquiring are suitable in light of your investment objectives, financial capabilities and expertise. You should also consult your own business, financial, investment, legal, accounting, regulatory, tax and other professional advisers to assist you in determining the suitability of the Collateralised Securities for you as an investment.

Prospective investors are urged to read the Base Listing Particulars and the other documents incorporated by reference therein, including the offering circular dated 13 April 2023 relating to the Issuer's Global Structured Securities Programme, as supplemented from time to time, in particular the section headed "Risk Factors" therein and the sections headed "Risk Factors", "Terms and Conditions of the Securities" and "Taxation" in the offering circular dated 19 June 2020 relating to the Issuer's Global Structured Securities Programme as supplemented from time to time for a discussion of certain matters that should be considered when making a decision to invest in the Collateralised Securities (the sections headed "Risk Factors" in the Base Listing Particulars, the offering circular dated [13 April 2023 relating to the Issuer's Global Structured Securities Programme and the offering circular dated 19 June 2020 relating to the Issuer's Global Structured Securities Programme being the **Risk Factors**)

For the avoidance of doubt, notwithstanding the references above to the offering circular dated 13 April 2023, as further supplemented from time to time, pursuant to part A below, the Base Conditions shall be as set out in the offering circulated dated 19 June 2020 relating to the Issuer's Global Structured Securities Programme and amended by the Constituting Instrument, and this Pricing Supplement.

By its acquisition of Collateralised Securities, each investor is deemed to acknowledge and agree:

- (a) to all of the Risk Factors, including the role of Barclays Bank PLC as Issuer and Index Sponsor and in each such other capacity as it may act, whether directly or indirectly, in relation to the Collateralised Securities; and
- (b) that, other than in the event of Barclays Bank PLC's fraud, bad faith or wilful default, Barclays Bank PLC shall not owe any duty (whether a fiduciary duty or otherwise) to such investor beyond its contractual obligations in relation to the Collateralised Securities.

[A prospective investor's research prior to investing in the Collateralised Securities should include, amongst other things, ensuring that they have read in full and understood the index rules document (the **Index Rules**) relating to the Index that may be requested from the Index Sponsor at <https://indices.barclays/IM/21/en/indices/welcome.app>, subject to a non-disclosure agreement. Each secondary market purchaser is advised to obtain a copy of the Index Rules and such other information as it considers necessary to make an investment decision in the Collateralised Securities.] *[Insert other underlying asset specific provisions]*

Who is responsible for the content of this Pricing Supplement?

The Issuer accepts responsibility for the information contained in this Pricing Supplement. To the best of the knowledge and belief of the Issuer, the information contained in this Pricing Supplement is in accordance with the facts and does not contain anything likely to affect its import.

Barclays Bank PLC

Pricing Supplement dated [●]

Distribution

The distribution or delivery of this document and the offer of the Collateralised Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Pricing Supplement comes are required by the Issuer to inform themselves about and to observe any such restrictions. Details of selling restrictions for various jurisdictions are set out in the section entitled "*Purchase and Sale*" in the Programme Document.

In addition, the Collateralised Securities have not been, and will not be, registered under the 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 Collateral Assets [Company]/[Companies] [has]/[have] not been and will not be registered under the U.S. Investment Company Act of 1940, as amended. The Collateralised Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), [except that, in the case of Registered Securities only, and where specified to be applicable in the Pricing Supplement for the Relevant Series of Collateralised Securities, such Collateralised Securities may be offered and sold within the United States to persons who are both qualified institutional buyers (as defined in Rule 144A under the Securities Act (Rule 144A)) and qualified purchasers for purposes of Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended]³ Interests in the Collateralised Securities will be subject to certain restrictions on transfer, and each purchaser of Collateralised Securities offered hereby in making its purchase will be deemed to have made certain acknowledgements, representations and agreements.

[Prospective purchasers are hereby notified that sellers of the Collateralised Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.]⁴

[The Collateralised Securities are not, and are not intended to be, commodity futures contracts and are not regulated under the CEA. The Collateralised Securities are offered pursuant to an exemption from regulation under the CEA, commonly known as the hybrid instrument exemption, as set out in section 2(f) of that statute. Accordingly, you are not afforded any protection provided by the CEA or any regulation promulgated by the CFTC. Trading in the Collateralised Securities has not been approved by the CFTC under the CEA.]⁵

³ Include only for 144A Securities

⁴ Include only for 144A Securities

⁵ Include only for 144A Securities

Part A

Terms and Conditions of the Collateralised Securities

The Collateralised Securities shall have the following terms and conditions, which shall complete, modify and/or amend the Base Conditions set out in the offering circular dated 19 June 2020, as supplemented from time to time, relating to the Issuer's Global Structured Securities Programme and amended by the Constituting Instrument.

Parties

| | |
|-------------------------|---|
| Issuer: | Barclays Bank PLC |
| Manager: | Barclays Bank PLC |
| Determination Agent: | Barclays Bank PLC. Any determination, calculation or action performed by the Determination Agent in connection with the Collateralised Securities shall be carried out in good faith and in a commercially reasonable manner. |
| Issue and Paying Agent: | The Bank of New York Mellon, London Branch |
| Registrar: | [The Bank of New York Mellon SA/NV, Luxembourg Branch] [The Bank of New York Mellon (New York Branch)] [N/A] |
| CREST Agent: | N/A |
| Paying Agents: | The Bank of New York Mellon, London Branch |
| Transfer Agent: | [The Bank of New York Mellon] [The Bank of New York Mellon SA/NV, Luxembourg Branch] [The Bank of New York Mellon (New York Branch)] [N/A] |
| Exchange Agent: | [The Bank of New York Mellon (New York Branch)] [Other (<i>specify</i>)] [N/A] |
| Additional Agents: | N/A |
| ISIN: | [●] |
| Common Code: | [●] |

[THE COLLATERALISED SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES

COMMISSION IN THE UNITED STATES, THE US COMMODITY FUTURES TRADING COMMISSION OR ANY OTHER U.S. REGULATORY AUTHORITY, AND NONE OF THE FOREGOING AUTHORITIES HAS PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF COLLATERALISED SECURITIES OR THE ACCURACY OR THE ADEQUACY OF THIS PRICING SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

EACH PURCHASER OF COLLATERALISED SECURITIES WILL BE DEEMED, BY ITS ACCEPTANCE OF PURCHASE OF ANY SUCH COLLATERALISED SECURITIES, TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS INTENDED TO RESTRICT THE RESALE OR OTHER TRANSFER OF SUCH COLLATERALISED SECURITIES AS SET OUT IN THE SECTION ENTITLED "*CLEARANCE AND SETTLEMENT- TRANSFER RESTRICTIONS FOR REGISTERED SECURITIES*" IN THE PROGRAMME DOCUMENT.⁶

Provisions relating to the Collateralised Securities

- | | | |
|----|--|--|
| 1. | [(i)] Series: | [●] |
| | [(ii)] Tranche: | [●] |
| 2. | Issue Currency: | [●] |
| 3. | Notes: | [Applicable] |
| | | [N/A] |
| | (i) Aggregate Nominal Amount as at the Issue Date: | [●] |
| | [(a)] Series: | [●] |
| | [(b)] Tranche: | [●] |
| | (ii) Specified Denomination: | [●] |
| | | [For multiple Specified Denominations greater than EUR100,000 (or equivalent) insert: |
| | | [EUR100,000] and integral multiples of [EUR1,000] in excess thereof [up to and including [EUR199,000].] [Notes will not be issued in definitive form with a Specified Denomination above [EUR199,000]] |
| | | [●] |
| | | <i>(In the case of French Securities, one denomination only as French Securities may not be issued in denominations of EUR100,000 plus integral multiples of another amount)</i> |
| | (iii) Minimum Tradable Amount: | [●] |
| | | [N/A] |

⁶ Include only for 144A Securities

- (iv) Calculation Amount as at the Trade Date and Issue Date: [●] per Security
[Specified Denomination] (*In the case of French Securities*)
- (v) Provisions relating to redenomination: [Applicable]
[N/A]
4. Certificates: [Applicable]
[N/A]
(Delete line item (and related lines) for French Securities and Swiss Securities)
- (i) Number of Certificates: [●]
- (ii) Minimum Tradable Amount: [●]
[N/A]
- (iii) Calculation Amount as at the Trade Date and Issue Date: [●] per Security
5. Form:
- (i) Global/Definitive/ Uncertificated and dematerialised: *(Delete line item for French Securities)*
[Global Bearer Securities:]
[Temporary Global Security, exchangeable for a Permanent Global Security/Permanent Global Security] [Global Registered Securities:]
[Regulation S Global Security; and/or Rule 144A Global Security available on the Issue Date]
[Definitive Registered Securities:]
[CREST Securities are issued in dematerialised uncertificated registered form]
[Registered Security Closed Period is Not Applicable] (*Only relevant for certain Definitive Registered Securities, see Condition 2.4(g) (Registered Security Closed Periods) of the Base Conditions*)
[*For Finnish Securities: Uncertificated Securities in dematerialised book-entry form registered with Euroclear Finland*]
[*For Norwegian Securities: Uncertificated Securities in dematerialised book-entry form registered with VPS*]

[For Swedish Securities: Uncertificated Securities in dematerialised book-entry form held in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (1998:1479), as amended.]

[For Swiss Securities: [Uncertificated Securities in dematerialised form, in accordance with article 973c of the Swiss Federal Code of Obligations] [Global Bearer Securities]]

(ii) NGN Form:

[Applicable]

[N/A]

(Delete line item for Finnish Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)

(iii) Held under the NSS:

[Applicable]

[N/A]

(Delete line item for Finnish Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)

(iv) CGN Form:

[Applicable]

[N/A]

(Delete line item for Finnish Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)

(v) CDIs:

[Applicable]

[N/A]

(Delete line item for Finnish Securities, French Securities, Norwegian Securities, Swedish Securities and Swiss Securities)

(vi) [Form of French Securities/Swiss Securities:

Dematerialised Securities [in bearer form (au porteur)]/[in registered form (au nominatif)]/Global Bearer Securities]

(Include for French Securities and Swiss Securities only, otherwise delete)

(vii) [Registration Agent:

[N/A/if applicable give name and details]]

(note that a Registration Agent must be appointed in relation to French Securities in fully registered form (au nominatif pur))]

(Include for French Securities only, otherwise delete)

6. Trade Date: [●]
7. Issue Date: [●]
8. Redemption Date: [●]
9. Issue Price: [Notes – [●] per cent of the [Aggregate Nominal Amount] [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)] [Certificates – [●] per Security]
10. The following Relevant Annex(es) shall apply to the Securities (*specify each applicable Relevant Annex*):
- [Bond Linked Annex]
 - [Commodity Linked Annex]
 - [Credit Linked Annex]
 - [Equity Linked Annex]
 - [Fund Linked Annex]
 - [FX Linked Annex]
 - [Inflation Linked Annex]
 - [Barclays Index Annex]
 - [Short Form Barclays Index Annex]
 - [French Securities Annex]
 - [Swiss Securities Annex]
 - [Belgian Securities Annex]
 - [Finnish Securities Annex]
 - [Norwegian Securities Annex]
 - [Swedish Securities Annex]
 - [Other (specify)]
 - [N/A]

(If multiple annexes apply consider if there is any inconsistency between them and if so, include language setting out which should prevail)

(If Belgian Securities are specified as Applicable then Belgian Securities Annex applies)

11. Interest: [Applicable]
[N/A]
12. Interest Amount: *[Where single Interest Calculation Period which is less than one year and rate provided is not a rate per annum: [In respect of the Interest Calculation Period, shall be equal to [●] per cent of the Calculation Amount as at the Issue Date]]*
[As per Conditions 4 (*Interest*) and 25 (*Definitions*) of the Base Conditions]
[Other (*specify*)]
[N/A]
13. Interest Rate[s]: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Fixed Rate: [●] per cent per annum
[N/A]
- (ii) Floating Rate: [Applicable]
[N/A]
- (iii) Contingent Rate: *[Specify basis/methodology/formula for Interest Rate]*
[N/A]
- (iv) Zero Coupon: [Specify methodology/internal rate of return]
[N/A]
- (v) Bond Linked Securities – Fixed Coupon: [●]per cent per annum
[N/A]
- (vi) Bond Linked Securities – Pass Through Interest: [Applicable]
[N/A]
14. Floating Rate Determination: [Applicable]
[N/A]

(if not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Reference Rate: [●] [LIBOR][EURIBOR][EONIA][SONIA]
- (ii) Designated Maturity: [●][Month[s]] [Year[s]] [N/A]
- (iii) Offered Quotation: [Applicable] [N/A]
- (iv) Arithmetic Mean: [Applicable] [N/A]
- (v) Relevant Screen Page: [●]
- (vi) Relevant Time: [a.m.]/[p.m.] [[●] time]
- [(vii) "p" [●]]
- [(viii) Pre-nominated Index: [*insert Pre-nominated Index*] in respect of [*insert relevant reference asset*]
(if not applicable, delete this row)]
- [(ix) Lookback/suspension period of [●] days]
Compound SOFR:

15. CMS Rate Determination: [Applicable]
[N/A]

(if not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Specified Swap Rate: [●]
- (ii) Reference Currency: [●]
- (iii) Designated Maturity: [●]
- (iv) Relevant Screen Page: [●]
- (v) Relevant Time: [a.m.]/[p.m.] [[●] time]
- [(vi) Pre-nominated Index: [*insert Pre-nominated Index*] in respect of [*insert relevant reference asset*]
(if not applicable, delete this row)]

16. Margin: [Plus/Minus] [●]
[N/A]

17. Minimum/Maximum Interest Rate: [Applicable]
[N/A]

(if not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Minimum Interest Rate: [●] per cent per annum
[N/A]
- (ii) Maximum Interest Rate: [●] per cent per annum
[N/A]
18. Interest Commencement Date: [Issue Date]
[Other (*specify*)] [N/A]
19. Interest Determination Date: [As per Conditions 4 (*Interest*) and 25 (*Definitions*) of the Base Conditions]
[Arrears Setting applicable]
[Other (*specify*)]
[N/A]
20. Interest Calculation Periods: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
[Other (*specify*)]
[N/A]
- (i) Interest Period End Dates: [Each Interest Payment Date]
[Other (*specify*)]
[N/A]
- (ii) Interest calculation method for short or long Interest Calculation Periods: [Linear Interpolation]
[Other (*specify*)]
[N/A]
21. Interest Payment Dates: [[●] in each year]
[Redemption Date]
[Other (*specify*)]
[N/A]
[[●] Business Days after the corresponding Valuation Date]
22. Day Count Fraction: [Actual/Actual (ICMA)]

[Act/Act (ICMA)] [Actual/Actual]

[Actual/Actual (ISDA)]

[Actual/365 (Fixed)]

[Actual/360]

[30/360]

[360/360]

[Bond Basis]

[30E/360]

[Eurobond Basis] [30E/360 (ISDA)]

23. Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest, if different from those set out in the Base Conditions: [●]
[N/A]

24. Settlement Method:

[For each relevant Base Condition specify the Settlement Method to apply to that Condition. Note that a different Settlement Method may apply to different Conditions]

- (i) For the purposes of Condition 5.1 (*Redemption and redemption by instalments*) of the Base Conditions:

[Cash Settlement]/[Physical Settlement]/[Cash or Physical Settlement: The Securities shall be cash settled if [●] and physically settled if [●]]/[Issuer Settlement Option]/[Securityholder Settlement Option]; and

- (ii) For the purposes of Conditions 5.2 (Early redemption at the option of Securityholders)/5.3 (Early redemption at the option of the Issuer or following the occurrence of a Nominal Call Event)/5.5 (Early Redemption following the occurrence of a Specified Early Redemption Event) of the Base Conditions:

[Cash Settlement]/[Physical Settlement]/[Issuer Settlement Option]/[Securityholder Settlement Option]]

25. [(i)] Settlement Currency: [●]

[Euro] (*Payments to be made in France under French Securities must be made in euro exclusively*)

[(ii)] Resultant figure(s) in euro of amount(s) specified herein denominated in a currency other than euro: (*Relevant for certain issues of French Securities only, delete if not relevant*)

[The Aggregate Nominal Amount, Specified Denomination and any other amount(s) specified herein have been translated into euro at the exchange rate of [●] [specify currency other than euro] equal to EUR1.00, producing a sum of: EUR [●].]

[(iii)] [Method for translating into euro any amount(s) denominated in a currency other than euro payable under the Securities: (*Relevant for certain issues of French Securities only, delete if not relevant and if payments to be made under the Securities are to be made in euro.*)

[The [specify relevant amount(s) specified herein denominated in a currency other than euro] will be translated into euro at the [specify currency other than euro]/EUR exchange rate (spot/bid) prevailing at the date of settlement of such amount(s) at the time or times as the Determination Agent deems appropriate and the resultant figure will be rounded to the nearest euro 0.01 (with euro 0.005 being rounded upwards).]

26. Settlement Number:

[As defined in Condition 25 (*Definitions*) of the Base Conditions][*Specify*]

27. Terms relating to Cash Settled Securities:

(i) Final Cash Settlement Amount:

[[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]

[Other (*specify methodology or formula for calculation*)]

[N/A]

(ii) Early Cash Settlement Amount:

[As defined in Condition 25 (*Definitions*) of the Base Conditions]

[As per the Fund Linked Annex]

[●] (*Specify formula or methodology for calculation*)]

[[●] per cent of the relevant Calculation Amount]

(*Specify whether Early Cash Settlement Amount is or is not to include accrued interest (if applicable)*)

(Specify whether Early Cash Settlement Amount is to include Local Jurisdiction Taxes and Expenses, i.e. whether 35(xx) is applicable)

- (iii) Early Cash Redemption Date: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
[As per the Fund Linked Annex]
[As per the Fund Component Linked Conditions under the Short Form Barclays Index Annex]
[●]
28. Terms relating to Physically Delivered Securities: [Applicable]
[N/A]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Final Physical Redemption Entitlement: [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
[Other (*specify methodology or formula for calculation*)]
[N/A]
- (ii) Final Physical Redemption Date: [As defined in Condition 25 (*Definitions*) of the Base Conditions] [Other (*specify*)]
[N/A]
- (iii) Physical Delivery Date(s): [Final Physical Redemption Date]
[Optional Physical Redemption Date] [Specified Early Redemption Date] [Other (*specify*)]
[N/A]
- (iv) Entitlement Substitution: [Applicable]
[N/A]
- (v) Relevant Settlement Day: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
[As defined in the Equity Linked Conditions]
[Other (*specify*)]
- (vi) Disruption Cash Settlement Price: [[●] (*Specify methodology or formula for calculation*)]

- [N/A]
29. Nominal Call Event: [Applicable]
- [N/A]
- (if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Nominal Call Threshold Amount: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [●]
- [N/A]
- (ii) Nominal Call Threshold Percentage: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [●]
- [N/A]
- (iii) Cash Settled Securities:
- (a) Optional Cash Settlement Amount: [[●] (*Specify formula or methodology for calculation*)]
- [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
- [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [●]
- [N/A]
- (b) Optional Cash Redemption(s) Date: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [Other (*specify*)]
- [N/A]
- (iv) Physically Delivered Securities:
- (a) Optional Physical Settlement Entitlement: [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
- [Other (*specify methodology or formula for calculation*)]

- [N/A]
- (b) Optional Physical Redemption Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [Other (*specify*)]
- [N/A]
- (v) Issuer Notice Period Number: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [Other (*specify*)]
- [N/A]
30. Call Option: [Applicable]
- [N/A] (Not applicable where Call Option provisions of the Bond Linked Annex apply)
- (if not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Cash Settled Securities:
- (a) Optional Cash Settlement Amount: [[●] (Specify formula or methodology for calculation)] [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions] [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [N/A]
- (b) Optional Cash Redemption Date: [As defined in Condition 25 (*Definitions*) of the Base Conditions] [Other (*specify*)]
- [N/A]
- (ii) Physically Delivered Securities:
- (a) Optional Physical Settlement Entitlement: [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
- [Other (*specify methodology or formula for calculation*)]
- [N/A]
- (b) Optional Physical Redemption Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [Other (*specify*)]

- [N/A]
- (iii) Issuer Option Exercise Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [●]
- [N/A]
- (iv) Issuer Option Exercise Period: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [●]
- [N/A]
- (v) Issuer Notice Period Number: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- [(specify number, if different)]
- [N/A]
31. Put Option: [Applicable]
- [N/A]
- (if not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Cash Settled Securities:
- (a) Optional Cash Settlement Amount: [[●] (*Specify formula or methodology for calculation*)]
- [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
- [As defined in Condition 25 (*Definitions*) of the Base Conditions]
- (b) Optional Cash Redemption Date: [As defined in Condition 25 (*Definitions*) of the Base Conditions] [Other (specify)]
- [N/A]
- (ii) Physically Delivered Securities:
- (a) Optional Physical Settlement Entitlement: [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
- [Other (*specify methodology or formula for calculation*)]

- (b) Put Option Physical Settlement Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]
 [Other (*specify*)]
 [N/A]
- (iii) Put Option Exercise Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]
 [Other (*specify*)]
 [N/A]
- (iv) Put Option Exercise Period: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
 [Other (*specify*)]
 [N/A]
- (v) Put Notice Period Number: [As defined in Condition 25 (*Definitions*) of the Base Conditions]
 [Other (*specify*)]
32. Specified Early Redemption Event: [Applicable (*specify*): [●]]
 [N/A]
 (*if not applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Automatic Early Redemption: [Applicable]
 [N/A]
- (ii) Cash Settled Securities:
- (a) Specified Early Settlement Amount: Cash [As defined in Condition 25 (*Definitions*) of the Base Conditions]
 [[●] (*Specify formula or methodology for calculation*)]
 [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]
 [Other (*specify*)]
 [N/A]
- (b) Specified Early Redemption Date(s): Cash [As defined in Condition 25 (*Definitions*) of the Base Conditions]

[Other (*specify*)]

[N/A]

(iii) Physically Delivered Securities

(a) Specified Early Physical Redemption Entitlement: [[●] per Calculation Amount as at the Issue Date, subject to Condition 8.3 (*Calculation Amount*) of the Base Conditions]

[Other (*specify methodology or formula for calculation*)]

(b) Specified Early Physical Redemption Date(s): [As defined in Condition 25 (*Definitions*) of the Base Conditions]

[Other (*specify*)]

[N/A]

(iv) Specified Early Redemption Notice Period: [As per Condition 5.5 (*Early Redemption following the occurrence of a Specified Early Redemption Event*) of the Base Conditions]

[Other (*specify*)] [N/A]

33. Maximum and Minimum Redemption Requirements:

(i) Minimum Number/Minimum Nominal Amount: [●]

[N/A]

(ii) Daily Maximum Number/Daily Maximum Amount: [●]

[N/A]

34. Additional Disruption Events:

(i) The following constitute Additional Disruption Event(s):

(a) Change in Law [Applicable as per Condition 25 (*Definitions*) of the Base Conditions] [N/A]

(b) Currency Disruption Event [Applicable as per Condition 25 (*Definitions*) of the Base Conditions] [N/A]

(c) Issuer Tax Event [Applicable as per Condition 25 (*Definitions*) of the Base Conditions] [N/A]

(d) Extraordinary Market Disruption [Applicable as per Condition 25 (*Definitions*) of the Base Conditions] [N/A]

[(ii) Hedging Disruption [Applicable]

| | | |
|---------|--|---|
| | | [Applicable as per the Equity Linked Conditions] [Applicable as per the Fund Linked Conditions] |
| | | [N/A]] |
| [(iii) | Increased Cost of Hedging | [Applicable] [N/A]] |
| [(iv) | Affected Jurisdiction Hedging Disruption: | [Applicable] [N/A]] |
| [(v) | Affected Jurisdiction Increased Cost of Hedging: | [Applicable] [N/A]] |
| [(vi) | Affected Jurisdiction: | [●] [N/A]] |
| [(vii) | Cessation of CREST Eligibility: | [As per Condition 2.4(i) (<i>Transfer of CREST Securities</i>) of the Base Conditions] [N/A] (Not applicable if not CREST Securities) |
| [(viii) | Other Additional Disruption Event(s) | [Applicable (<i>Specify</i>)] [See [also] 35(xii)] (<i>insert for Share Linked Securities, if applicable</i>) [See [also] 36(xii)] (<i>insert for Index Linked Securities, if applicable</i>) [See [also] 38(xii)] (<i>insert for FX Linked Securities, if applicable</i>) [See [also] 40(ix)] (<i>insert for Commodity Linked Securities, if applicable</i>) [See [also] 43(xv)] (<i>insert for Bond Linked Securities, if applicable</i>) [See [also] 44(xxx)] (<i>insert for Fund Linked Securities, if applicable</i>) [N/A] |
| 35. | Share Linked Securities: | [Applicable] [N/A] (<i>if not applicable, delete the remaining subparagraphs of this paragraph</i>) |

- (i) Share(s) (each a "**Reference Asset**"): *(Define and specify details of each share (including ISIN) or basket and the related Share Company)*
- [[Partial][Full] Lookthrough Depository Receipt Provisions are applicable [in respect of [insert relevant Reference Assets]]]
- (ii) Exchange[s]: [●]
- (iii) Related Exchange[s]: [●]
- [All Exchanges]
- [N/A]
- (iv) Exchange Rate[s]: [*Specify*]
- [N/A]
- (v) Weighting for each Reference Asset comprising the Basket of Reference Assets: [*Specify*]
- [N/A]
- (vi) Initial Price of each Reference Asset: [●]
- (vii) Number of Shares: [●]
- [N/A]
- (viii) Substitution of Shares: [Substitution of Shares – Standard is applicable.]
- [Substitution of Shares – ETF underlying is applicable.]
- [N/A]
- (ix) Valuation Date: [●]
- (x) Valuation Time: [●] [As per the Equity Linked Annex]
- (xi) Averaging: [Applicable]
- [N/A]
- (if not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Averaging Dates: [●]
- (b) Consequence of an Averaging Date being a Disrupted Day: [Omission]
- [Postponement]
- [Modified Postponement]

- (xii) The following constitute Additional Disruption Event(s) in respect of Share Linked Securities:
- (a) Foreign Ownership Event: [Applicable]
[N/A]
 - (b) Insolvency Filing: [Applicable as per the Equity Linked Conditions]
[N/A]
 - (c) Increased Cost of Stock Borrow: [Applicable]
[N/A]
[Initial Stock Loan Rate: [●]]
 - (d) Loss of Stock Borrow: [Applicable]
[N/A]
[Maximum Stock Loan Rate: [●]]
 - (e) Fund Disruption Event: [Applicable]
[N/A]
 - (f) Merger Event: [If deemed by the Issuer in accordance with the Equity Linked Condition 2.2 (*Merger Events*)]
[N/A]
 - (g) Nationalisation: [If deemed by the Issuer in accordance with the Equity Linked Condition 2.3 (*Nationalisation, Insolvency and Delisting*)]
[N/A]
 - (h) Insolvency: [If deemed by the Issuer in accordance with the Equity Linked Condition 2.3 (*Nationalisation, Insolvency and Delisting*)]
[N/A]
 - (i) Delisting: [If deemed by the Issuer in accordance with the Equity Linked Condition 2.3 (*Nationalisation, Insolvency and Delisting*)]
[N/A]
 - (j) Tender Offer: [If deemed by the Issuer in accordance with the Equity Linked Condition 2.4 (*Tender Offers*)]
[N/A]

- (xiii) FX Disruption Event: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Specified Currency: [●]
- (b) Specified Jurisdiction: [●]
- (xiv) FX Inbound Valuation Disruption Event: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Specified Currency: [●] *(which in the case of French Securities, for the avoidance of doubt, shall be the euro, if pursuant to Condition 5.1(a) of the Additional Terms and Conditions for Equity Linked Securities, the Issuer elects to pay the Settlement Amount and/or any other amount payable under the Securities in the Specified Currency)*
- (b) Specified Jurisdiction: [●]
- (xv) Market Access Dividend and Rights Issue Provisions: [Applicable]
[N/A]
- (xvi) Dividend Exchange Rate: [●]
- (xvii) Stock Dividends and Rights Issue – cash only: [Applicable]
[N/A]
- (xviii) FINI Early Redemption Event: [Applicable]
[N/A]
- (xix) ODI Early Redemption Event: [Applicable]
[N/A]
- (xx) China Connect Early Redemption Event: [Applicable]
[N/A]
- (xxi) China A Early Redemption Event: [Applicable]
[N/A]
- (xxii) China B Early Redemption Event: [Applicable]

| | | |
|---------|---|--|
| | | [N/A] |
| (xxiii) | China Restriction Early Redemption Event: | [Applicable] |
| | | [N/A] |
| (xxiv) | Local Jurisdiction Taxes and Expenses: | [Applicable] |
| | | [N/A] |
| (xxv) | China Connect Service: | [Applicable] |
| | | [N/A] |
| (xxvi) | Other adjustments: | [●] (<i>specify</i>) |
| | | [N/A] |
| 36. | Index Linked Securities (Equity indices only): | [Applicable] [N/A] |
| | | <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| (i) | Index/Indices (each a " Reference Asset ") | <i>[Define and specify details of each index or basket, the related Index Sponsor and whether the Index is a Multi-exchange Index]</i> |
| (ii) | Future Price Valuation: | [Applicable] |
| | | [N/A] |
| (iii) | Exchange-traded Contract: | <i>[Specify whether Future Price Valuation is applicable]</i> |
| | | [N/A] |
| (iv) | Exchange[s]: | [●] |
| (v) | Related Exchange[s]: | [●] |
| | | [All Exchanges] |
| | | [N/A] |
| (vi) | Exchange Rate: | <i>[Specify]</i> |
| | | [N/A] |
| (vii) | Weighting for each Reference Asset comprising the Basket of Reference Assets: | <i>[Specify]</i> |
| | | [N/A] |
| (viii) | Index Level[s] of each Reference Asset: | [●] |

- (ix) Valuation Date: [●]
- (x) Valuation Time: [●] [As per the Equity Linked Annex]
- (xi) Averaging: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Averaging Dates: [●]
 - (b) Consequence of an Averaging Date being a Disrupted Day: [Omission]
[Postponement]
[Modified Postponement]
- (xii) The following constitute Additional Disruption Event(s) in respect of Index Linked Securities:
 - (a) Foreign Ownership Event: [Applicable]
[N/A]
 - (b) Increased Cost of Stock Borrow: [Applicable]
[N/A]
[Initial Stock Loan Rate: [●]]
 - (c) Loss of Stock Borrow: [Applicable]
[N/A]
[Maximum Stock Loan Rate: [●]]
 - (d) Index Adjustment Event: Applicable, provided that an Index Adjustment Event shall only constitute an Additional Disruption Event if the Determination Agent determines that it is unable, or can no longer continue to calculate such Index (or, in the case of an Index Cancellation, the cancelled Index is not replaced with a Pre-nominated Index) and deems such event to be an Additional Disruption Event, in accordance with Equity Linked Condition 1.1 (*Index Adjustment Events*)
- (xiii) FX Disruption Event: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)

- (a) Specified Currency: [●]
- (b) Specified Jurisdiction: [●]
- (xiv) FX Inbound Valuation Disruption Event: [Applicable]
[N/A]
- (if not applicable, delete the remaining subparagraphs of this paragraph. This will not be applicable to French Securities)*
- (a) Specified Currency: [●]
- (b) Settlement Currency: As defined in paragraph 25 above
- (xv) FINI Early Redemption Event: [Applicable]
[N/A]
- (xvi) ODI Early Redemption Event: [Applicable]
[N/A]
- (xvii) China Connect Early Redemption Event: [Applicable]
[N/A]
- (xviii) China A Early Redemption Event: [Applicable]
[N/A]
- (xix) China B Early Redemption Event: [Applicable]
[N/A]
- (xx) China Restriction Early Redemption Event: [Applicable]
[N/A]
- (xxi) Local Jurisdiction Taxes and Expenses: [Applicable]
[N/A]
- (xxii) China Connect Service: [Applicable]
[N/A]
- (xxiii) Other adjustments: [[●] (*specify*)]
- (xxiv) Index Correction – Index-linked Interest: [Applicable]
[N/A]

- [(xxv) Pre-nominated Index: *[insert Pre-nominated Index]* in respect of *[insert relevant reference asset]*
(if not applicable, delete this row)]
37. Inflation Linked Securities: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Single inflation index or basket of inflation indices (each a "**Reference Asset**") and details of the relevant sponsors (the "**Index Sponsor(s)**"): [Single Index: [●]]
[Basket of Indices: [●]]
Index Sponsor(s): [●]
(Define and include details for each relevant index)
- (ii) Related Bond: [Applicable (specify details)]
[N/A]
- (iii) Fallback Bond: [Applicable (specify details)]
[N/A]
- (iv) Related Bond Redemption Event: [Applicable]
[N/A]
- (v) Use of Re-based Index: [Applicable]
[N/A]
- (vi) Cut-off Date: [As per the Inflation Linked Annex]
[●]
- (vii) Reference Month: [As per the Inflation Linked Annex]
[Other (specify)]
- [(viii) Pre-nominated Index: *[insert Pre-nominated Index]* in respect of *[insert relevant reference asset]*
(if not applicable, delete this row)]
38. FX Linked Securities: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Single FX Rate, Basket of FX Rates, FX index, or FX-linked product (each a "Reference Asset"): [FX Rate: [●]]
 [Basket of FX Rates: [●]] [FX index: *[insert formula]*]
(Define and include details for each relevant Reference Asset and components as applicable)
- (ii) FX Rate Source(s): [●]
- (iii) Business Day for the purposes of the FX Rate Source(s): [●]
 [As per the FX Linked Annex]
- (iv) Specified Time: [●]
- (v) Specified Rate: [●] [N/A]
- (vi) Strike Price: [●]
- (vii) Spot Rate: [●]
- (viii) Benchmark Obligation: [●]
 [N/A]
- (ix) Principal Financial Centre: [As per the FX Linked Annex]
 [Other *(specify)*]
- (x) Elective FX Disruption Event: [Applicable – [As per the FX Linked Annex]/[The following event shall also constitute an Elective FX Disruption Event: *[specify]*]]
 [N/A]
(if not applicable, delete the remaining subparagraphs of this paragraph)
 - (a) Benchmark Obligation Default: [Applicable *(specify)*]
 [N/A]
 - (b) Price Materiality: [Applicable]
 [N/A]
(if not applicable, delete the remaining subparagraphs of this paragraph)
 - (I) Primary Rate: [●]
 - (II) Secondary Rate: [●]

- (III) Price Materiality Percentage: [●]
- (c) Governmental Authority Event: [Applicable]
[N/A]
- (xi) Other FX Disruption Event: The following event shall also constitute an Other FX Disruption Event; [*specify*]
[N/A]
- (xii) The following constitute Additional Disruption Event(s) in respect of FX Linked Securities:
- (a) FX Disruption Event: [As per FX Linked Condition 2 (*Consequences of the occurrence of FX Disruption Events*)] (*If there are additional events that are intended to be FX Disruption Events, add the relevant events at 38(viii)*)
[N/A]
- (b) Index Adjustment Event: Applicable, provided that an Index Adjustment Event shall only constitute an Additional Disruption Event if the Determination Agent determines that it is unable, or can no longer continue to calculate such Index (or, in the case of an Index Cancellation, the cancelled Index is not replaced with a Pre-nominated Index) and deems such event to be an Additional Disruption Event, in accordance with FX Linked Condition 5.3 (*Index Adjustment Events*)
- (c) Error in Index Calculation: Applicable, provided that following a manifest error in the calculation of the level of the Index, the Determination Agent determines that it can no longer continue to calculate such Index, in accordance with FX Linked Condition 5.4 (*Error in Index calculation*)
- (xiii) Valuation Date: [●]
- (xiv) Valuation Time: [*please specify*] (if not applicable please delete)
- (xv) Averaging: [*Insert methodology*]
[N/A]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Averaging Dates: [●] [or, if Specified Early Redemption Event applies, [●]]

- (b) Business Day Convention: [Modified Following Business Day Convention]
[Other]
- (xvi) Rate Calculation Date: [●] [or, if Specified Early Redemption Event applies,
[●]]
- (xvii) Business Day Convention relating to Valuation Date: [Specify]
- [(xviii) Pre-nominated Index: [*insert Pre-nominated Index*] in respect of [*insert relevant reference asset*]
(if not applicable, delete this row)]
39. Credit Linked Securities: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Type of Credit Linked Security: [Single Name CLS]
[Nth-to-Default CLS]
[Portfolio CLS]
[Index CLS]
[Other (*specify*)]
- (ii) Determination Agent City: [As set out in the Credit Linked Annex]
[As set out in the Annex]
[Other (*specify*)]
- (iii) Credit Event Accrued Interest: [Applicable]
[N/A]
- (iv) Extension Interest: [Applicable]
[N/A]

Credit Provisions

- (i) Reference Entit[y][ies] (together with the related Reference Obligation(s), Obligation(s) and/or Deliverable Obligation(s) thereof, as applicable (each a "**Reference Asset**")): [●]
(For Portfolio CLSs (that are not an Index CLS), set out the Reference Portfolio (Reference Entity, Reference Obligation, Transaction Type, Reference Entity Notional Amount, Reference Entity

Weighting, whether Monoline Provisions applicable) in the Annex – As set out in the Annex)

(a) Transaction Type:

[Standard European Corporate]

[Standard European Financial Corporate]

[Standard European Senior Non-Preferred Financial Corporate]

[Standard European CoCo Financial Corporate]

[Standard Emerging European Corporate LPN]

[Standard North American Corporate]

[Standard Latin America Corporate B]

[Standard Latin America Corporate BL]

[Standard Latin America Sovereign]

[Standard Australia Corporate]

[Standard Australia Financial Corporate]

[Standard Australia Sovereign]

[Standard New Zealand Corporate]

[Standard New Zealand Financial Corporate]

[Standard New Zealand Sovereign]

[Standard Singapore Corporate]

[Standard Singapore Financial Corporate]

[Standard Singapore Sovereign]

[Standard Asia Corporate]

[Standard Asia Financial Corporate]

[Standard Asia Sovereign]

[Standard Japan Corporate]

[Standard Japan Financial Corporate]

[Standard Japan Sovereign]

[Other: *(specify)*]

[For Index CLS: Please insert the following: [With respect to each Reference Entity, the Transaction

Type applicable to such Reference Entity in accordance with the Index Annex (as set out opposite to the relevant Reference Entity in the Index Annex).]]

(ii) Reference Obligation[s]:

[Applicable]

[As set out in the Annex]

[No Original Non-Standard Reference Obligation]

[For Index CLS: Please insert the following: [Without prejudice to the Credit Linked Annex, the Reference Obligation (if any) applicable to such Reference Entity in accordance with the Index Annex (as set out opposite the relevant Reference Entity in the Index Annex), subject to Credit Linked Condition 8.3 (Substitute Reference Obligation).]]

[The obligation identified as follows:

(Delete this section if either 'No Original Non-Standard Reference Obligation' or 'As specified in the Annex' applies)]

(Repeat the below for each obligation referenced.)

Primary Obligor:

[●]

Guarantor:

[●]

Maturity:

[●]

Coupon:

[●]

CUSIP/ISIN:

[●]

Place of listing:

[●]]

(a) Standard Reference Obligation:

[Applicable]

[As set out in the Annex]

[N/A]

(b) Seniority Level:

[Senior Level]

[Senior Non-Preferred Level]

[Subordinated Level]

(c) Additional Elections:

[Applicable]

[N/A]

(specify if any applicable)

Terms relating to Credit Events

- (i) Credit Events: [As set out in the Annex for the applicable Transaction Type with respect to a Reference Entity]
- (if 'As set out in the Annex' is not applicable, then select from below all that apply.)*
- [Bankruptcy]
- [Failure to Pay: [Applicable] [N/A]]
- (if 'Failure to Pay' is applicable, specify the following:)*
- Grace Period Extension: [Applicable] [N/A]
- Credit Deterioration Requirement: [Applicable] [N/A]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]
- [Governmental Intervention]
- [Restructuring:
- (if 'Restructuring' is applicable, specify the following:)*
- [Mod R] [Mod Mod R]
- [Multiple Holder Obligation: [N/A]]
- (ii) For Nth-to-Default Securities only, [●]
specify N
- (iii) Default Requirement: [●]
- [As per the Credit Linked Annex]
- (Specify, if not the fallback definition in the Credit Linked Annex)*
- (iv) Payment Requirement: [●]
- [As per the Credit Linked Annex]
- (Specify, if not the fallback definition in the Credit Linked Annex)*
- (v) Financial Reference Entity Terms [Applicable]
- [N/A]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

- (vi) Notice of Publicly Available Information: [As set out in the Annex]
[Applicable]
[N/A]

(vii) Obligation(s):

- (a) Obligation Category: [As set out in the Annex]
(select one only)
[Payment]
[Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

- (b) Obligation Characteristics: [As set out in the Annex]
(select all of which apply)
[Payment]
[Not Subordinated]
[Specified Currency: [Standard] [Other (specify)]]
[Not Sovereign Lender]
[Not Domestic Currency:]
[Domestic Currency means: [●] (specify currency if different from Credit Linked Annex)]
[Not Domestic Law]
[Domestic Law means: (specify law if different from Credit Linked Annex)]
[Listed]
[Not Domestic Issuance]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

- (c) Additional Obligation(s): [●]
- (d) Excluded Obligation(s): [None]
[Other (*specify*)]
- (e) Subordinated European Insurance Terms: [Applicable]
[N/A]
- (f) Fallback Discounting: [Applicable]
[N/A]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

- (viii) Deliverable Obligations: [As set out in the Annex]
 - (a) Deliverable Obligation Category: [As set out in the Annex]
(*select one only*) [Payment]
[Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

- (b) Deliverable Obligation Characteristics: [As set out in the Annex]
(*select all of which apply*) [Not Subordinated]
[Specified Currency: Standard Specified Currencies]
[Assignable Loan]
[Consent Required Loan]

[Transferable]

[Maximum Maturity: [30] years]

[Not Bearer]

[Not Sovereign Lender]

[Not Domestic Currency]

[Domestic Currency means: *(specify currency if different from Credit Linked Annex)*]

[Not Domestic Law]

[Domestic Law means: *(specify law if different from Credit Linked Annex)*]

[Listed]

[Not Domestic Issuance]

[Direct Loan Participation]

[Accelerated or Matured]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

(c) Excluded Deliverable Obligations: *[specify if applicable]*

[None]

(d) All Guarantees: [As set out in the Annex]

[Applicable]

[N/A]

[For Portfolio CLS/Index CLS, please insert the following: [As set out in the [Annex] for the applicable Transaction Type with respect to a Reference Entity]]

(e) Fallback Discounting: [Applicable]

[N/A]

Terms relating to settlement following a Credit Event

(i) CLS Settlement Method: [Cash Settlement]

- [Physical Settlement]
- [Auction Settlement]
- [Fixed Recovery:
- Business Days: [●]
- Final Price: [●]%
- (ii) Fallback CLS Settlement Method: [Cash Settlement]
- [Physical Settlement]
- [N/A]
- (iii) Issuer CLS Settlement Option: [Applicable]
- [N/A]
- (iv) Terms relating to Cash Settlement: [Applicable]
- [N/A]
- (If not applicable, delete the rest of this sub-paragraph)*
- (a) Credit Event Redemption Amount: [[●] (*Specify amount, formula or method for determination*)]
- (b) Credit Event Redemption Date: [Five] Business Days
- (c) CLS Valuation Date:
- Single CLS Valuation Date [Applicable]
- [N/A]
- Multiple CLS Valuation Dates: [Applicable]
- [N/A]
- [[●] Business Days; and each
- [●] Business Days thereafter.]
- (d) CLS Valuation Time: [As specified in the Credit Linked Annex]
- [Other (*specify*)]
- (e) Quotation Method: [Bid/Offer/Mid-market]
- (f) Quotation Amount: [As specified in the Credit Linked Annex]

- [Other (*specify*)]
- (g) Minimum Quotation [As specified in the Credit Linked Annex]
Amount: [Other (*specify*)]
- (h) Valuation Method: [Highest/Lowest/Market]
- (i) Accrued Interest: [Include Accrued Interest] [Exclude Accrued Interest]
- [(j) [European Recovery [Applicable] [*Only insert if European Recovery Option is to be expressly set out as applicable for the Security. Otherwise, please delete this entire section "(j) European Recovery Option"*]
- (v) Terms relating to Physical Settlement: [Applicable]
[N/A]
(If not applicable, delete the rest of this sub-paragraph)
- (a) Physical Settlement Period: [[●] Business Days]
[As set out in the Credit Linked Annex]
- (b) Partial Cash Settlement due to Impossibility or Illegality: [Applicable]
[N/A]
- (c) Partial Cash Settlement of Consent Required Loans: [Applicable]
[N/A]
- (d) Partial Cash Settlement of Assignable Loans: [Applicable]
[N/A]
- (e) Partial Cash Settlement of Participations: [Applicable]
[N/A]
- (f) Delivery provisions for Entitlement if different from stated above: [●]
[N/A]
- (g) Local Market Currency Rate: [Applicable]
[N/A]
- (h) Asset Package Delivery: [Applicable]
[N/A]

| | |
|--|--|
| (vi) Valuation Date: | [●] [N/A] |
| (vii) Valuation Time: | [●] [N/A] |
| (viii) 60 Business Day Cap on Settlement: | [Applicable] [N/A] |
| (ix) The following constitute Additional Disruption Event(s) in respect of Credit Linked Securities: | |
| Increased Cost of Hedging Due to Market Wide Change in Standard CDS Documentation: | [Applicable as paragraph 13 in Part B of the Credit Linked Conditions] [N/A] |
| <i>Terms relating to an Index CLS</i> | <i>[Only insert this section "Terms relating to an Index CLS" if this Security is an Index CLS. Otherwise, please delete this section accordingly]</i> |
| (i) Index/Credit Index: | [●] |
| (ii) Index Annex: | [●] |
| (iii) Index Annex Date: | [●] |
| (iv) Index Sponsor: | [●] |
| (v) Index Publisher: | [●] |
| [Additional terms/elections:] | <i>[Only insert this section if any of the below is to be expressly specified as applicable. Otherwise, please delete this whole section on "Additional terms /elections"]</i> |
| [[i) Enhanced Adjusted Recovery] | [Applicable] [[Insert if applicable: [Structured Reference Swap Hedge: Applicable]/[Interest Rate Swap Hedge: Applicable]] <i>[Only insert this section if Enhanced Adjusted Recovery is to be expressly specified as applicable. Otherwise, please delete this whole section on "(i) Enhanced Adjusted Recovery"]</i> |
| 40. Commodity Linked Securities: | [Applicable] [N/A] |

(if not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Relevant Commodity, Commodity Index, Basket of Commodities/Commodity Indices (including weighting of commodities/commodity indices) (each a "**Reference Asset**"): [Relevant Commodity: [●]]
[Commodity Index: [●]]
[Basket of Commodities/Commodity Indices: [●] (include weighting)]
- (ii) Commodity Reference Price: [●]
- (iii) Price Source(s): [As per the Commodity Linked Annex]
[●]
[N/A]
- (iv) Exchange(s): [●]
[N/A]
- (v) Specified Price: [●]
- (vi) Delivery Date: [●]
[The Current Future Month means [●], the Current Future Year means [●] and the relevant Bloomberg code is [●] (for identification purposes only).]
[N/A]
(specify whether price based on spot market, First Nearby Month, Second Nearby Month, etc.)
- (vii) Pricing Date: [[●], subject to adjustment in accordance with the Commodity Business Day Convention]
Common Pricing: *(include only if Basket of Commodities/Commodity Indices)*
[Applicable]
[N/A]
- (viii) Commodity Market Disruption Events: [As per the Commodity Linked Annex]
[Other (*Specify*)]
Market Disruption of connected Futures Contract(s): [Applicable]
[N/A]
Disruption Fallback(s): [As per the Commodity Linked Annex]

[Other (specify any other applicable additional Disruption Fallback(s))]

Fallback Reference Price: [(Specify)]

[N/A]

Additional provisions for Trading Disruption: [If Trading Disruption applies, specify any additional futures contracts, options contracts or commodities and the related exchange to which Trading Disruption applies]

(ix) Adjustments to Relevant Commodity and Commodity Index: [As per the Commodity Linked Annex]

[Other (specify)]

(x) The following constitute Additional Disruption Event(s) in respect of Commodity Linked Securities:

(a) Commodity Market Disruption Events:

Applicable, provided that a Commodity Market Disruption Event other than Trading Disruption shall only constitute an Additional Disruption Event if the Determination Agent determines that it is unable, or can no longer continue, to calculate the Relevant Commodity Price by applying the applicable Disruption Fallback and deems such event to be an Additional Disruption Event, in accordance with Commodity Linked Condition 5.1 (*Adjustments to Relevant Commodity and Commodity Index*)

(b) Index Adjustment Event:

Applicable, provided that an Index Adjustment Event shall only constitute an Additional Disruption Event if the Determination Agent determines that it is unable, or can no longer continue to calculate the Relevant Commodity Price (or, in the case of a cancellation of the Commodity Index, the cancelled Commodity Index is not replaced with a Pre-nominated Index) and deems such event to be an Additional Disruption Event, in accordance with Commodity Linked Condition 5.2(b) (*Adjustments to Relevant Commodity and Commodity Index*)

(xi) Commodity Business Day Convention:

[Following]

[Modified Following]

[Nearest]

[Preceding]

(xii) Pre-nominated Index:

[insert Pre-nominated Index] in respect of [insert relevant reference asset]

[

(if not applicable, delete this row)]

41. (i) Barclays Commodity Index Linked Securities (Section 2 of the Barclays Index Annex): [Applicable]
[N/A]
- (ii) Barclays Equity Index Linked Securities (Section 3 of the Barclays Index Annex): [Applicable] [N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Barclays Index: [insert index name]
- (b) Component Fallback: [Applicable]
[N/A]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (c) The following constitute Additional Disruption Event(s) in respect of Barclays Equity Index Linked Securities:
- (I) Barclays Index Disruption [Applicable]
[N/A]
- (II) Unavailable Price Event Applicable in respect of any Bond or Cash Component(s)
- (d) Index Components:
- (I) Share(s) (each a "Reference Asset"): [●]
[N/A]
- (A) Exchange[s]: [●]
[N/A]
- (B) Related Exchange[s]: [●]
[N/A]
- (II) Index/Indices (each a "Reference Asset"): [●]
[N/A]
- (A) Exchange[s]: [●]
[N/A]

- (B) Related Exchange[s]: [●]
[N/A]
- (III) Exchange Traded Fund(s) (ETF) (each a "**Reference Asset**"): [●]
[N/A]
- (A) Exchange[s]: [●]
[N/A]
- (B) Related Exchange[s]: [●]
[N/A]
- (C) Component Type: [Relevant Share Component/Relevant Index Component]
- (IV) Relevant Annex for purposes of Index Component and/or Share Component and/or ETF Component: [Equity Linked Annex (as amended by Section 3 of the Barclays Index Annex/[●])]
- (V) Commodity Index (each a "**Reference Asset**"): [●]
[N/A]
- (A) Commodity Reference Price: [●]
[N/A]
- (B) Specified Price: [●]
[N/A]
- (C) Relevant Commodity: [●]
[N/A]
- (D) Price Source: [As per the Commodity Linked Annex]
[●]
[N/A]
- (E) Exchange(s): [●]
[N/A]
- (F) Pricing Date: [●]

| | | |
|--------|---|--|
| | | [N/A] |
| (G) | Commodity Market Disruption Events: | [As per the Commodity Linked Annex] [●] [N/A] |
| (H) | Market Disruption of connected Futures Contract(s): | [As per the Commodity Linked Annex] [●] [N/A] |
| (I) | Disruption Fallback(s): | [As per the Commodity Linked Annex] [●] [N/A] |
| (J) | Commodity Business Day Convention: | [●] [N/A] |
| (VI) | Relevant Annex for purposes of Commodity Index Component: | [Commodity Linked Annex (as amended by Section 3 of the Barclays Index Annex)] |
| (VII) | Fixed Income Index (each a " Reference Asset "): | [●] [N/A] |
| (VIII) | Relevant Annex for purposes of Fixed Income Component: | [Section 5 of the Barclays Index Annex] |
| (IX) | Bonds: | [●] [N/A] |
| (X) | Cash: | [●] [N/A] |
| (XI) | Other components: | [●] [N/A] |
| (XII) | Valuation Date(s): | [●] [N/A] |
| (XIII) | Valuation Time: | [●] |

- [N/A]
- (XIV) Averaging: [Applicable]
- [N/A]
- (if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (A) Averaging Dates: [●]
- (B) Consequence of an Averaging Date being a Disrupted Day: [Omission]
[Postponement]
[Modified Postponement]
- (iii) Barclays FX Index Linked Securities *(Section 4 of the Barclays Index Annex)*: [Applicable] [N/A]
- (if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Barclays Index: [*insert index name, currency and whether Excess Return or Total Return*], as described in Part A of Section 4 of the Barclays Index Annex
- (b) Index Components: [describe additional index Components]
- (c) Additional Index Fixing Page: [N/A] [*provide BBG/Refinitiv page*]
- (d) FX Disruption Events: [Applicable]
- [N/A]
- (e) Averaging Dates: [*specify*]
- [N/A]
- (f) Valuation Date(s): [*specify*]
- [N/A]
- (g) Strike Date: [*specify*]
- [N/A]
- (h) Index Fee: [*specify*]
- [N/A]
- (i) Fee Level: [*specify*]

- [N/A]
- (iv) Barclays Interest Rate Index Linked Securities (*Section 5 of the Barclays Index Annex*): [Applicable]
[N/A]
- (if not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Barclays Index: [*insert index name*], as described in Part A of Section 5 of the Barclays Index Annex
- (b) Additional Index Fixing Page(s): [N/A]
[*insert BBG/Refinitiv page*]
- (c) Currency in which the Index Level is published: [*Specify*]
- (d) Index Fixing Date(s): [*Specify*]
- (v) Barclays Emerging Market Index Linked Securities (*Section 6 of the Barclays Index Annex*): [Applicable]
[N/A]
- (if not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Barclays Emerging Market Index: [*Specify*]
- (b) Exchange: [*Specify*]
- (c) Related Exchange: [All Exchanges]
[*Specify*]
- (d) Multi-Exchange Index: [*Specify*]
- (e) Averaging: [Applicable]
[N/A]
- (I) Averaging Dates: [*Specify*]
- (II) Omission: [Applicable]
[N/A]
- (III) Postponement: [Applicable]
[N/A]
- (IV) Modified Postponement: [Applicable]

- [N/A]
- (f) Adjustment Events: [Market Disruption Event]
[Residual Risk Event]
[Custodial Event]
[Tax Event]
[Inconvertibility Event]
- (g) Valuation Dates: [Specify]
- (h) Valuation Time: [Specify]
- (i) Settlement Currency: [Specify]
- (j) Index Sponsor: [As specified in Section 6, Part A] [Specify]
- (vi) Pre-nominated Index: [insert Pre-nominated Index] in respect of [insert relevant reference asset]

(if not applicable, delete this row)]
42. Short Form Barclays Index Annex Securities: [Applicable] [N/A]

(if not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Barclays Index/Basket of Barclays Indices: [insert single index name] [(Bloomberg code: [●]; ISIN: [●])]

[A basket of Barclays Indices comprising:

1. [insert index name] [(Bloomberg code: [●]; ISIN: [●])] [with a weighting of [●] per cent./with no weighting];

2. [insert index name] [(Bloomberg code: [●]; ISIN: [●])] [with a weighting of [●] per cent./with no weighting]

[insert additional rows as appropriate]]]
- (ii) Scheduled Trading Day: [For the purpose of the definition of "Scheduled Trading Day" in Section 2 of the Short Form Barclays Index Annex, the place[s] in which a day shall be a Business Day [is/are]: [●]]

[Limb (a) of the definition of "Scheduled Trading Day" in Section 2 of the Short Form Barclays Index Annex does not apply]
- (iii) Component Valuation: [Applicable]

[N/A]

(if not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Component Scheduled Trading Day: [As defined in Section 2 of the Short Form Barclays Index Annex]
[Specify]
- (iv) Barclays Index Disruption: [Applicable]
[N/A]
- (v) FX Disruption Event: [Applicable]
[N/A]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Settlement Currency: As specified in Paragraph 25 above
- (b) Specified Currency: [Specify]
- (vi) Valuation Dates: [Specify]
- (a) Adjustments for single Barclays Index: [Limb (a) of the definition of "Valuation Date" in Section 2 of the Short Form Barclays Index Annex applies]
[Specify other adjustment basis]
- (b) Adjustments for a Basket of Barclays Indices: [Limb (b) of the definition of "Valuation Date" in Section 2 of the Short Form Barclays Index Annex and "the next following Scheduled Trading Day for all Barclays Indices" apply]
[Limb (b) of the definition of "Valuation Date" in Section 2 of the Short Form Barclays Index Annex applies, and for which purpose, the alternative Valuation Date in the event that a specified Valuation Date is a not Scheduled Trading Day in respect of one or more Barclays Indices shall be: [(1) in respect of an affected Barclays Index, the next Scheduled Trading Day for such affected Barclays Index, and (2) in respect of the other Barclays Indices, the specified Valuation Date]/[specify other adjustment basis for non-Scheduled Trading Days]]
[Specify other adjustment basis for both non-Scheduled Trading Days and Disrupted Days]

- (c) Maximum Number of Postponement Days: [Specify number] Scheduled Trading Days
 [The proviso to the definition of "Maximum Number of Postponement Days" in Section 2 of the Short Form Barclays Index Annex applies]
- (d) Cut-off date for postponement of Valuation Date:
 [As specified in the proviso to the definition of "Valuation Date" in Section 2 of the Short Form Barclays Index Annex]
 [The [specify if other than "second"] Business Day preceding the relevant [Redemption Date/Optional Cash Redemption Date/Exercise Cash Settlement Date/Early Cash Redemption Date]
 [The adjusted Valuation Date may fall on a day after the relevant [Redemption Date/Optional Cash Redemption Date/Exercise Cash Settlement Date/Early Cash Redemption Date], and in which case, the relevant [Redemption Date/Optional Cash Redemption Date/Exercise Cash Settlement Date/Early Cash Redemption Date] shall be postponed to the [second/specify other] Business Day immediately following such adjusted Valuation Date]
- (vii) Averaging: [Applicable]
 [N/A]
- (a) Averaging Dates: [Specify]
- (b) Omission: [Applicable]
 [N/A]
- (c) Postponement: [Applicable]
 [N/A]
- (d) Modified Postponement: [Applicable]
 [N/A]
- [(viii) Pre-nominated Index: [insert Pre-nominated Index] in respect of [insert relevant reference asset]
 (if not applicable, delete this row)]
- (ix) Elections in respect of the Fund Component Linked Conditions: [Applicable]
 [N/A]

(if not applicable, delete the remaining subparagraphs of this paragraph)

- (a) NAV Deadline Date: [●]
[As per the Fund Component Linked Conditions]
- (b) NAV: [●]
[As per the Fund Component Linked Conditions]
- (c) Receipt Deadline: [●]
[As per the Fund Component Linked Conditions]
- (d) Adjusted Redemption Date: [●] Business Days
[As per the Fund Component Linked Conditions]
- (e) Interest Payment Dates: [●]
[As set out in paragraph 21 above, each subject to adjustment as per the Fund Component Linked Conditions (the deferral period shall be [three/specify] Business Days)]
[N/A]
- (f) Interest Receipt Deadline: [●]
[As per the Fund Component Linked Conditions]
[N/A]
- (g) Fund Component Events: [Applicable] *(Is applicable by default)*
[N/A, in relation to [specify Fund Component Events]]
[Insert if applicable: For the purpose of Fund Component Linked Condition 1.2(e)(iii), the Holding Threshold is [10]/[●] per cent.]
- (h) Additional Fund Component Event(s): [Specify]
[N/A]
- (i) Potential Adjustment of Payment Events: [Applicable]
[N/A]
- (j) Additional Adjustment Event(s): [Specify]
[N/A]

43. Bond Linked Securities: [Applicable]
- [N/A]
- (if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Payments in respect of the Securities (including the Final Cash Settlement Amount): [Settlement Currency]
[Reference Currency]
- (ii) Reference Entit(y)(ies): [Specify]
- (iii) Reference Obligation(s): [Specify]
- (iv) Reference ISIN: [●]
- (v) Place of listing of Reference Obligation(s): [●]
- (vi) Substitute Reference Obligations: [Applicable]
[N/A]
(specify any guidelines)
- (vii) Reference Obligation Jurisdiction: [●]
[As defined in the Bond Linked Annex]
- (viii) Reference Currency: [●]
- (ix) Reference Obligation Principal Amount: [●]
- (x) Call Option: [Applicable]

(If 'Call Option' is specified to apply in this section of the Pricing Supplement, the Call Option provisions set out in the Base Conditions shall not apply, and Condition 5.3 (*Early redemption at the option of the Issuer or following the occurrence of a Nominal Call Event*) of the Base Conditions shall, to the extent necessary, be deemed amended by Bond Linked Condition 3.2 (*Early Redemption at the Option of the Issuer following the Occurrence of a Call Option Event*).)

[N/A]
- (xi) Coupon Amount Deduction: [Applicable]
[N/A]
- (xii) Custody Charge: [●] per cent

- [N/A]
- (xiii) Expense Amount Fee: [Applicable]
- [N/A]
- (xiv) Valuation Date: [●]
- [As defined in the Bond Linked Annex]
- [N/A]
- (xv) The following constitute Additional Disruption Event(s) in respect of Bond Linked Securities:
- Adjustment Event: As per Bond Linked Condition 3.1 (*Adjustment Provisions*)
- FX Disruption Event: As per Bond Linked Condition 9(d) (*Consequences of the occurrence of FX Disruption Events*)
- (xvi) FX Disruption Event: [Applicable]
- [N/A]
- (xvii) Default Requirement: [●]
- (Specify if not the fallback definition in the Bond Linked Conditions)
- (xviii) Payment Requirement: [●]
- (Specify if not the fallback definition in the Bond Linked Conditions)
44. Fund Linked Securities: [Applicable]
- [N/A]
- (i) Fund(s) (each a "**Reference Asset**"): [●]
- (ii) Fund Administrator(s): [●]
- (iii) Fund Custodian(s): [●]
- (iv) Fund Manager(s): [●]
- (v) Fund Services Provider(s) (additional): [●]
- (vi) Key person(s): [●]
- (vii) Fund Share(s) and ISIN(s): [●] [(ISIN: [●])]

- (viii) Weighting for each Reference Asset comprising the Basket of Reference Assets: [Specify]
[N/A]
- (ix) Final Redemption Dealing Date: [●]
- (x) Expected Redemption Date: [Specify]
- (xi) NAV Deadline Date: [●]
[As per the Fund Linked Annex]
- (xii) NAV: [●]
[As per the Fund Linked Annex]
- (xiii) NAV place of publication: [●]
[As per the Fund Linked Annex]
- (xiv) Receipt Deadline: [●]
[As per the Fund Linked Annex]
- (xv) Adjusted Redemption Date: [●] Business Days
[As per the Fund Linked Annex]
- (xvi) Strike: [Applicable, [●]]
[N/A]
- (xvii) Strike Date: [●]
[As per the Fund Linked Annex]
- (xviii) Basket Strike Date: [●]
[As per the Fund Linked Annex]
- (xix) Dealing Date: [●]
[As per the Fund Linked Annex]
- (xx) First Dealing Date: [●]
[As per the Fund Linked Annex]
- (xxi) Final Fund Redemption Dealing Date: [●]
- (xxii) Basket Final Redemption Dealing Date: [●]
[As per the Fund Linked Annex]

- (xxiii) Interest Payment Dates: [●]
 [As set out in paragraph 21 above, each subject to adjustment as per the Fund Linked Annex (the deferral period shall be [three/specify] Business Days)]
 [N/A]
- (xxiv) Interest Receipt Deadline: [●]
 [As per the Fund Linked Annex]
 [N/A]
- (xxv) Interest Valuation Dates: [●]
 [N/A]
- (xxvi) Fund Events: [Applicable] (*Is applicable by default*)
 [N/A, in relation to [specify Fund Events]]
 [*Insert if applicable: For the purpose of Fund Linked Condition 1.2(e)(iii), the Holding Threshold is [10]/[●] per cent.*]
- (xxvii) Additional Fund Event(s): [Specify]
 [N/A]
- (xxviii) Consequences of a Fund Event: [Fund Linked Condition[s] 2.1(a), [(a)], [(c)], [2.1(d)(d)] [and] [(e)] (*Consequences of a Fund Event*)] [is][are] applicable]
 [*If Fund Linked Condition 2.1(d)2.1(c) is applicable, specify actions of the Issuer and any provisions governing such action.*]
- (xxix) Potential Adjustment of Payment Events: [Applicable]
 [N/A]
- (xxx) Additional Adjustment Event(s): [Specify]
 [N/A]
- (xxxi) Valuation Date: [●]
 [As per the Fund Linked Annex]
 [N/A]
- (xxxii) Averaging-in Dates: [●]

| | |
|---|--|
| | [N/A] |
| (xxxiii) Averaging-out Dates: | [●] |
| | [N/A] |
| (xxxiv) Lookback-in Dates: | [●] |
| | [N/A] |
| (xxxv) Lookback-out Dates: | [●] |
| | [N/A] |
| (xxxvi) The following constitute Additional Disruption Event(s) in respect of Fund Linked Securities: | |
| Fund Event: | As per Fund Linked Condition 2.1 (<i>Consequences of a Fund Event</i>) |
| 45. Additional provisions relating to Taxes and Settlement Expenses: | [[●] (<i>specify</i>)] [N/A] |
| 46. Business Day: | [As defined in Condition 25 (<i>Definitions</i>) of the Base Conditions] [Other (<i>specify</i>)] |
| 47. Additional Business Centre(s): | [●] [N/A] |
| 48. Non-U.S. Selling Restrictions: | [As described in the Offering Circular] [Other (<i>specify</i>)] [N/A] |
| 49. Applicable TEFRA exemption: | [TEFRA: C Rules Applicable] [TEFRA: D Rules Applicable] [TEFRA is not applicable] <i>(Delete line item for French Securities)</i> |
| 50. 871(m) Securities: | <i>[Include if the Securities are not linked to an underlying equity or equity index: The Issuer has determined that Section 871(m) of the US Internal Revenue Code is not applicable to the Securities.]</i> <i>[Include if the Securities are linked to one or more equities or equity-indices and the Issuer has</i> |

determined that the Securities will not be subject to withholding under Section 871(m): The Issuer has determined that the Securities (without regard to any other transactions) should not be subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder.]

[Include if the Securities are linked to one or more equities or equity-indices and the Issuer has determined that the Securities will be subject to withholding under 871(m) but the Issuer will be unable to collect W-8s from the holder: The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and the regulations promulgated thereunder. The Issuer expects to withhold at the rate of 30 per cent on amounts subject to withholding under Section 871(m) of the US Internal Revenue Code and regulations promulgated thereunder without regard to any reduced rate that may apply under a treaty.]

[Include if the Securities are linked to one or more equities or equity-indices and the Issuer has determined that the Securities will be subject to withholding under Section 871(m) and the Issuer will be able to collect the W-8s from the holder: The Issuer has determined that the Securities are subject to US withholding tax under Section 871(m) of the US Internal Revenue Code and the regulations promulgated thereunder, which may be subject to reduction under an applicable treaty.]

51. Business Day Convention:

[Following]

[Modified Following]

[Nearest]

[Preceding]

52. Central Depository:

[Euroclear France] *(Only relevant for French Securities, otherwise delete line item)*

[other (specify)]

53. Relevant Clearing System[s]:

[Euroclear]

[Euroclear Finland]

[Euroclear France S.A.]

[Euroclear Sweden]

[Clearstream]

[DTC]

[SIX SIS AG] (*only relevant for Swiss Securities, otherwise delete line item*)

[VPS]

[Other (*specify*)]

[*Specify details including address if different*]

54. If syndicated, names [and addresses] of Managers [and underwriting commitments]: [N/A]

[*give names and addresses and underwriting commitments*]

55. (i) Details relating to Partly Paid Securities: [Specify amount of each payment comprising the Issuer Price and the date on which payments are to be made and consequences (if any) of failure to pay]

[N/A]

(ii) Details relating to Instalment Notes: [Applicable]

[N/A]

[*if not applicable, delete the remaining subparagraphs of this paragraph*]

[*Delete line item (and related lines) for French Securities and Swiss Securities*]

(a) Instalment Amount(s): [●]

(b) Instalment Date(s): [●]

(c) Minimum Instalment Amount: [●]

(d) Maximum Instalment Amount: [●]

(e) Instalment Methodology [Pool Factor]

[Reduction of Notional]

[●]

[*if other methodology used, specify details*]

56. Relevant securities codes: ISIN: [●]

Common Code: [●]

[Valorenummer: [●]] (*only relevant for Swiss Securities, otherwise delete line item*)

[WKN: [●]]

[CUSIP: [●]]

[[Other]: [●]]

57. Representation of holders of French Securities – *Masse*: [[No Masse]/[Full Masse]/[Contractual Masse] shall apply] [Note: (i) in respect of any Tranche of Notes issued outside France, 'No Masse' or 'Contractual Masse' may be elected by the Issuer,(ii) in respect of any Tranche of Notes issued inside or outside France with a Specified Denomination of at least 100,000 euros and in respect of any Tranche of Notes for which the minimum purchase amount per investor and per transaction is at least 100,000 euros, 'No Masse' or 'Contractual Masse' may be elected by the Issuer and (iii) in respect of any Tranche of Notes with a Specified Denomination below 100,000 euros issued inside France, 'Full Masse' shall apply.]

[If 'Full *Masse*' or 'Contractual *Masse*' applies, insert below details of Representative and alternative Representative and remuneration, if any:

[name and address of initial Representative of the *Masse*][name and address of alternate Representative]The Representative [will not be remunerated]/[will receive euro [●] per year].]

(Only relevant for French Securities, otherwise delete line item)

58. Modifications to the Master Subscription Agreement and/or Master Agency Agreement: [●]
[N/A]
59. [Prohibition of Sales to EEA and UK Retail Investors: [Applicable – see the cover page of this Pricing Supplement/Not Applicable]

(Unless (i) the Securities clearly do not constitute "packaged" products (PRIIPs) or (ii) a KID will be published in respect of the Securities, "Applicable" should be specified.)

60. Additional Conditions and/or modification to the Conditions of the Securities: [Specify details]
[N/A]
61. Governing law: [English law]

[English law (save for registration as set out in the Finnish Securities Annex)]

[English law (save for registration as set out in the Norwegian Securities Annex)]

[English law (save for registration as set out in the Swedish Securities Annex)]

[French law (as set out in the French Securities Annex)]

[Swiss law (as set out in the Swiss Securities Annex)]

General Provisions relating to Collateralised Securities⁷

1. Collateral Assets Company: [Barclays Secured Notes Finance LLP]⁸ [Barclays Secured Notes B.V.]
2. Series: [●]
3. Relevant Series: [Each Series this Pricing Supplement applies to]
4. Security Trustee: [BNY Mellon Corporate Trustee Services Limited]
5. Seller: [Barclays Bank PLC]
6. Sub-Lender: [Barclays Bank PLC]
7. Collateralised Amount: [[Insert] [In relation to any Collateral Valuation Date, an amount in the Settlement Currency calculated as follows:

$$\text{Aggregate Calculation Amount} \times \frac{\text{Net Strategy (S)}}{\text{Net Strategy (O)}}$$

Where:

“**Aggregate Calculation Amount**” means the aggregate Calculation Amounts in respect of all Certificates (including in relation to any further issues) then outstanding

“**Net Strategy (S)**” means the Net Strategy on the relevant Collateral Valuation Date]

8. Margin Ratio: [[●] per cent. in respect of Cash]

⁷ The remaining provisions of the Pricing Supplement should be completed to reflect the relevant collateral arrangements. Text in square brackets may be amended or replaced where required to reflect such arrangements.

⁸ [NTD: Collateralised Securities to be offered and sold under Rule 144A may only have Barclays Secured Notes Finance LLP as the Collateral Assets Company.]

[[●] per cent. in respect of Equity Securities]

[[●] per cent. in respect of ETFs

[●] per cent. in respect of Mutual Funds

[●] per cent. in respect of Corporate Bonds which, if rated by more than one Rating Agency, have a rating of at least “AA-” or “Aa3” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Corporate Bonds which, if rated by more than one Rating Agency, have a rating of at least “A-” or “A3” (or equivalent) but not greater than “A+” or “A1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Corporate Bonds which, if rated by more than one Rating Agency, have a rating of at least “BBB-” or “Baa3” (or equivalent) but not greater than “BBB+” or “Baa1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Corporate Bonds which, if rated by more than one Rating Agency, have a rating of at least “BB-” or “Ba3” (or equivalent) but not greater than “BB+” or “Ba1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Government-backed Bonds which, if rated by more than one Rating Agency, have a rating of at least “AA-” or “Aa3” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.]

[●] per cent. in respect of Government-backed Bonds which, if rated by more than one Rating Agency, have a rating of at least “A-” or “A3” (or equivalent) but not greater than “A+” or “A1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Government-backed Bonds which, if rated by more than one Rating

Agency, have a rating of at least “BBB-” or “Baa3” (or equivalent) but not greater than “BBB+” or “Baa1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.

[●] per cent. in respect of Government-backed Bonds which, if rated by more than one Rating Agency, have a rating of at least “BB-” or “Ba3” (or equivalent) but not greater than “BB+” or “Ba1” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, have such rating from one of Fitch, Moody’s or S&P.]

[Complete and insert other items as required]

9. Authorised Source: [The appropriate [Bloomberg page] [other] or other equivalent public market source (in each case, as determined by the Valuation Agent)]
10. Collateralised Securities Transaction Documents: [Collateral Transfer Agreement, Guarantee and Security Trust Deed, Collateral Agency Agreement and Sub-Loan Agreement.]
11. Collateral Account Bank: [The Bank of New York Mellon, London Branch/insert]
12. Custodian: [The Bank of New York Mellon, London Branch/insert]
13. Valuation Agent: [The Bank of New York Mellon, London Branch/insert]
14. Verification and Reporting Agent: [The Bank of New York Mellon, London Branch/insert]
15. Valuation Provider: [N/A./insert]
16. Derivatives Account: [N/A/insert]
17. Series Account: [●]
18. Collateral Valuation Date: [[Each Valuation Date (as specified in item 41(b)(iv)(L) of this Pricing Supplement)] /insert]
19. Margin Maintenance [Applicable/insert]
20. Market Value: [Applicable in respect of determinations of Value in the definitions of Authorised Source, Margin Ratio and Transaction Exposure and clause 5.1 of the Collateral Transfer Agreement for all Collateral Assets that are not Cash.]
21. Par Value: [Applicable for Cash. The Value of any Cash, for the purpose of the margin maintenance provisions in

the Collateral Transfer Agreement, shall be the par or nominal amount of such Cash.]

[Applicable in respect of determinations of Value in the definitions of Applicable Purchase Price, Equivalent Assets and Purchase Price of the Collateral Transfer Agreement for all Collateral Assets that are not Cash.]

- 22. Collateral Asset subject to dispute by the Collateralised Securityholders for the purposes of Clause 6.1 (*Dispute Resolution*) of the Agency Agreement: [N/A.]
- 23. Margin Period: [The period starting on the Issue Date and ending on the final Redemption Date.]
- 24. Margin Transfer Date: [The second Business Day following the relevant Collateral Valuation Date.]
- 25. Collateral Assets: [The Collateral Assets specified in the Collateral Assets Report dated the Issue Date as amended from time to time pursuant to the Collateral Transfer Agreement and subject to compliance with the Eligibility Criteria.]
- 26. Collateralised Securityholders Report available at: [<https://gctinvestorreporting.bnymellon.com>]
- 27. Transfer Agreements: [Collateral Transfer Agreement]
- 28. Additional Security Documents: [N/A]
- 29. Margin Transfer Threshold: [[●] per cent. of the Collateralised Amount on the relevant Collateral Valuation Date.]
- 30. Additional Eligibility Criteria: [As set out in the Constituting Instrument]
- 31. Concentration Limitation Criteria: [N/A]
- 32. Reporting Period: [Each Business Day]
- 33. Amount of profit to be deducted from payments of Income by the relevant Collateral Assets Company (other than Barclays Secured Notes Finance LLP) pursuant to paragraph 4.1 of the Collateral Transfer Agreement. [N/A]
- 34. Sub-Loan interest provisions:
 - (a) Loan Interest Payment Dates: [[●] months after the Issue Date [in respect of the first Tranche] and [●] thereafter]
 - (b) Loan Interest Calculation Period: [As per the Sub-Loan Agreement]

| | | |
|-----|----------------------|------------------|
| (c) | Margin: | [[●] per cent.] |
| 35. | Declaration of Trust | [Not applicable] |

Signed on behalf of the Issuer:

By: _____

Date: _____

Part A

Other Information

1. **Listing and Admission to Trading** Application has been made by (or on behalf of) the Issuer for the Collateralised Securities to be listed on the official list of the Irish Stock Exchange trading as Euronext Dublin ("**Euronext Dublin**") and admitted to trading on the Global Exchange Market ("**GEM**") of Euronext Dublin on or after the Issue Date.
2. **Ratings** [The Collateralised Securities have not been individually rated.]
3. **Interests of Natural and Legal Persons involved in the Issue**
[N/A]/[Insert]
4. **Reasons for the Offer, Estimated Net Proceeds and Total Expenses**
 - (a) **Reasons for the offer:** [General funding]
 - (b) **Estimated net proceeds:** [●]
5. **Fixed Rate Securities Only – Yield**
Indication of yield: [●]
6. **Floating Rate Securities Only – Historic Interest Rates**
N/A
7. **Performance of Reference Asset(s) and Other Information Concerning the Reference Asset(s)**
[Insert]/[Applicable.]
Barclays Index: [●]
Reference Page: [Information about the past and further performance of the Barclays Index as the underlying and its volatility can be obtained at [insert relevant website reference], or such other medium or website as may be nominated by the Index Sponsor.]
Bloomberg Code (for identification purposes only): [[●] (the "**Bloomberg Reference Page**").]
[In the event that the Index Level published on the Bloomberg Reference Page for any day differs from that published on the Reference Page for such day, the Index Level appearing on the Reference Page for that day shall prevail.]
Index Level: [In respect of any Index Business Day, the level of the Barclays Index for such day as published by the Index Sponsor.]

Index Sponsor: [In respect of the Barclays Index, Barclays Bank PLC, or any successor thereto.]

[In respect of a Component Index, the index sponsor or administrator for such Component Index, as determined by the Calculation Agent.]

Index Calculation Agent: [Bloomberg Index Services Limited (formerly known as Barclays Risk Analytics and Index Solutions Limited), or any successor thereto.]

Index Owner: [Barclays Bank PLC, as owner of the intellectual property and licensing rights relating to the Index.]

[Neither Barclays Bank PLC nor the Index Sponsor guarantees the accuracy and/or completeness of the Barclays Index (for purposes of this section, the **Index**), any data included therein, or any data on which it is based, and neither Barclays Bank PLC nor the Index Sponsor will have any liability for any errors, omissions, or interruptions therein.

Neither Barclays Bank PLC nor the Index Sponsor makes any warranty, express or implied, as to the results to be obtained from the use of the Index. Barclays Bank PLC and the Index Sponsor make no express or implied warranties, and expressly disclaim all warranties of merchantability or fitness for a particular purpose or use with respect to the Index or any data included therein. Without limiting any of the foregoing, in no event will Barclays Bank PLC or the Index Sponsor have any liability for any lost revenues or profits (whether direct or indirect) or for any special, punitive, indirect or consequential damages, even if notified of the possibility of such damages.

None of Barclays Bank PLC, the Index Sponsor, any of their respective affiliates or subsidiaries and any of the respective directors, officers, employees, representatives, delegates or agents of any of the foregoing entities will have any responsibility to any person (whether as a result of negligence or otherwise) for any determination made or anything done (or omitted to be determined or done) in respect of the Index or publication of the levels of the Index (or failure to publish such value) and any use to which any person may put the Index or the levels of the Index. In addition, although the Index Sponsor reserves the right to make adjustments to correct previously incorrectly published information, including but not limited to the levels of the Index, the Index Sponsor is under no obligation to do so, and Barclays Bank PLC and the Index Sponsor will have no liability in respect of any errors or omissions.

Bloomberg Index Services Limited is the official index calculation and maintenance agent of the Index. Bloomberg Index Services Limited does not guarantee the timeliness, accurateness, or completeness of the Index calculations or any data or information relating to the Index. Bloomberg Index Services Limited makes no warranty, express or implied, as to the Index or any data or values relating thereto or results to be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg Index Services Limited, its affiliates, and all of their respective partners, employees, subcontractors, agents, suppliers and vendors (collectively, the "**Protected Parties**" and each, a "**Protected Party**") shall have no liability or responsibility, contingent or otherwise, for any injury or damages, whether caused by the negligence of a Protected Party or otherwise, arising in connection with the calculation of the Index or any data or values included therein or in connection therewith and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages.]

[insert any other specific Index related disclaimers]

Nothing in the disclaimers above will exclude or limit liability to the extent such exclusion or limitation is not permitted by law.

8. **Post-issuance Information**

[The Issuer does not intend to provide post-issuance transaction information regarding the Collateralised Securities and the performance of the Reference Asset(s), other than in the form of the Collateralised Securityholder Reports.]

9. **Operational Information**

Any clearing system(s) other than Euroclear [N/A]
Bank S.A./N.V. and Clearstream Banking,
société anonyme (together with their
addresses) and the relevant identification
number(s):

Delivery: [Delivery free of payment]

Names and addresses of additional Paying [N/A]
Agents(s) (if any):

Intended to be held in a manner which would allow Eurosystem eligibility: [No. While the designation is specified as 'no' at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Collateralised Securities are capable of meeting them the Collateralised Securities may then be deposited with one of the International Central Securities Depositories ("ICSDs") as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Note that this does not necessarily mean that the Collateralised Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

Fees will be payable to a number of parties involved in the transaction – further information is available on request to the Issuer.

10. **Collateral Asset Types**

[The following Collateral Asset Types are applicable: Corporate Bonds, Government-backed Bonds, Equity Securities, ETFs, Mutual Funds and Cash.]

11. **Concentration Limitation Criteria**

[N/A]

12. **Secondary Market Pricing**

[Subject to normal market conditions, Barclays may make a secondary market in the Collateralised Securities. The bid price for such secondary market requests will reflect a funding unwind cost of up

to 0.1 per cent. of the aggregate value (as determined by the Issuer) of the Collateralised Securities for which a bid price is requested, on any day, plus an additional volatility trading cost if the day on which the secondary market transaction is to be effective is not an Expiration Date.]

[For this purpose:

“**Expiration Date**” means the last day of each week when the [●] is scheduled to be open for trading during its regular trading sessions.]

13. **Supplemental U.S. Tax Disclosure**⁹

[●]

14. **Supplemental ERISA Disclosure**

[●]

⁹ [Note that US Tax and ERISA disclosure will depend on the specifics for each deal and will need to be reviewed and including in the pricing supplement on a per-trade basis.]

[ANNEX. 1]

1. [[AFFECTED DAYS] AND ADJUSTMENTS

Notwithstanding anything in the Barclays Index Annex or the Equity Linked Conditions, if a Scheduled Trading Day or Relevant Day is an [Affected Day] (as defined in item [41(b)(iv)(L)] of this Pricing Supplement) or a Disrupted Day, as an alternative and/or in addition to any consequences set forth in Equity Linked Condition 3 (*Consequences of Disrupted Days*), the Determination Agent may adjust any relevant term of the Securities as it determines appropriate to account for the economic effect on the Securities or any Hedge Positions of the event or circumstance causing the relevant [Affected Day] or Disrupted Day.

The foregoing notwithstanding, if each of the eight Scheduled Trading Days following an originally scheduled Valuation Date, Initial Valuation Date, Final Valuation Date, Call Option Valuation Date or any day for determination of an Early Cash Settlement Amount (a **Pricing Day**) is an [Affected Day] or Disrupted Day in respect of a Component Security and the Index Sponsor does not discontinue the Index, the Determination Agent may deem a day on or after that eighth Scheduled Trading Day to be the Valuation Date for such Component Security, notwithstanding the fact that such day is an Affected Day or a Disrupted Day and the Determination Agent shall determine its good faith estimate of the value for that Component Security on such day.

If as a result of any delay in a Pricing Day due to the occurrence of an Affected Day or Disrupted Day the Pricing Day would occur on, after or less than two Business Days prior to the related due day for any payment determined by reference to the Barclays Index on the Pricing Day then the due date for such payment will be delayed until the second Business Day following the day on which the delayed Pricing Day occurs.]

2. [INDEX ADJUSTMENT EVENTS

Any modification, cancellation or postponement made by an Index Sponsor may comprise an "Index Modification", "Index Cancellation" or "Index Disruption", as the case may be, pursuant to Equity Linked Condition 1.1 (*Index Adjustment Events*).

If an event constituting or giving rise to an Index Adjustment Event (as such term is used in the Equity Linked Conditions) would also comprise or give rise to the occurrence of a Market Disruption Event, such event will be treated as a Market Disruption Event and will not constitute the applicable Index Adjustment Event.

Notwithstanding Equity Linked Condition 1.1 (*Index Adjustment Events*), upon the occurrence of an Index Modification, the Determination Agent may make any adjustment to the settlement, payment or any other terms of the Securities as the Determination Agent determines appropriate to account for the economic effect on the Securities due to such Index Modification including that if this is not practical then the Determination Agent may determine that the provisions of Equity Linked Condition 1.1(B) (*Index Adjustment Events*) shall apply with the effect that the relevant event will be treated as an Additional Disruption Event.]

3. [DEFINITIONS

Each of the following definitions shall apply for purposes of the Securities and each definition of such term in the Barclays Index Annex and the Equity Linked Conditions will be deemed to be replaced with the relevant definition below:

Component means any Component Index or Component Security.

Component Index means any component index comprised in the Index. [As of the Issue Date in respect of the first Tranche, S&P 500 Index (Bloomberg symbol: "SPX Index") is the sole Component Index].

Component Security means each component security, or futures or options contracts, comprised in the Barclays Index or any Component Index.

Disrupted Day means any Scheduled Trading Day on which: (i) the relevant Index Sponsor fails to publish the level of the Barclays Index or the Component Index; (ii) an Exchange or Related Exchange fails to open for trading during its regular trading session and the Determination Agent determines such failure is material; (iii) [the number of Selected Strikes (as such term is defined in the index rules for the Barclays Index) is less than 7 at any relevant time during such Scheduled Trading Day]; or (iv) a Market Disruption Event has occurred.

Early Closure means the closure on any Exchange Business Day of the Exchange for any Component Index or any Component Security or any Related Exchange prior to its Scheduled Closing Time.

Exchange(s) means, in respect of each Component Security, the exchange or quotation system on which such Component Security is principally traded, including [the Chicago Board Options Exchange], as determined by the Determination Agent.

Exchange Business Day means any Scheduled Trading Day on which: (i) the relevant Index Sponsor publishes the level of the Barclays Index; and (ii) each Exchange and Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Exchange Disruption means any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange for such Component Security; (ii) the Component Index; or (iii) futures or options contracts relating to the Barclays Index, any Component Index or any Component Security on any Related Exchange.

Index means the Barclays Index or any Component Index.

Index Disrupted Day means a Disrupted Day.

Market Disruption Event means the occurrence or existence, in respect of the Barclays Index, any Component Index or any Component Security or any futures or options contracts relating to the Barclays Index, Component Index or any Component Security, of:

- (a) a Trading Disruption, which the Determination Agent determines is material;
- (b) an Exchange Disruption, which the Determination Agent determines is material;
- (c) an Early Closure, which the Determination Agent determines is material; OR
- (d) any event that would comprise a "Market Disruption Event" as that term is defined for purposes of Annex IVS of the revised 2007 European Variance Swap Master Confirmation Agreement published on 15 June 2007 by the International Swaps and Derivatives Association, Inc., in respect of variance swaps connected to the Component Index, which the Determination Agent determines is material in connection with any Hedge Position and for this purpose determined on the basis that a market standard agreement on the terms of such Annex is deemed to have been entered into between two notional market counterparties, references to the Determination Agent therein are deemed to be references to the Determination Agent in respect of the Collateralised Securities and terms used in such document will otherwise have the meaning given therein.

Related Exchange(s) means in respect of the Barclays Index, any Component Index and any Component Security, each exchange or quotation system where trading has a material effect (as determined by the Determination Agent) on the overall market for futures or options contracts relating to the Barclays Index, any such Component Index or any such Component Security.

Scheduled Trading Day means any day on which: (i) the relevant Index Sponsor is scheduled to publish the level of the Barclays Index; and (ii) each Exchange and Related Exchange is scheduled to be open for trading during its regular trading session.

Trading Disruption means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange for such Component Security; or (ii) in futures or options contracts relating to the Barclays Index, any Component Index or any Component Security on any Related Exchange.

Valuation Time means (i) for the purposes of determining whether a Market Disruption Event has occurred, the time or times as determined by the Determination Agent; and (ii) in all other circumstances, the time as of which the official closing level of the Barclays Index is calculated by the relevant]

[SCHEDULE 1]

[AMENDMENTS TO PROGRAMME DOCUMENTATION]

[Amendments to the Conditions and the Master Agency Agreement:

The Base Conditions set out in the offering circular dated 19 June 2020 relating to the Issuer's Global Structured Securities Programme shall be the Conditions for the purposes of the Master Agency Agreement. The Conditions shall be amended as follows:

All references in the Conditions to "a Security", "Securities", "a Securityholder", and "Securityholders" shall be construed to mean "a Collateralised Security", "Collateralised Securities", "a Collateralised Securityholder" and "Collateralised Securityholders" respectively.

The term "Agents" in Condition 1 (*Master Agency Agreement*) shall include the Collateral Agents.

Collateralised Securityholders shall be deemed to have notice of, and be bound by, the terms of the Guarantee and Security Trust Deed and the other Transaction Documents.

References to the Issuer shall be deemed to include each relevant Collateral Assets Company in the following Conditions:

The second paragraph of Condition 2.3(a) (*General*), the second paragraph of Condition 2.3(b) (*CREST Securities*), the third paragraph of Condition 2.3(c) (*CREST Depository Interests*), the second paragraph of Condition 5.6(a) (*Restrictions on Securities Redeemable*), Condition 7.2(d) (*Liability*), the last paragraph of Condition 7.3 (*Conditions to settlement*), the first line and seventh line of Condition 9.3(h) (*No responsibility*), Condition 11.2(a) (*Securities that are not CREST Securities*), Condition 11.3 (*Responsibility of the Issuer and the Agents*), the first paragraph of Condition 12 (*Taxation*), Condition 13 (*Prescription*) and Condition 16.3 (*Validity of Notices*).

Any references to "Global Bearer Security" or "Global Registered Security" shall have the meaning given to them in the Conditions and shall be in a form agreed between the Issuer and Issue and Paying Agent.

In the fourth sentence of Condition 2.4(b) (*Transfer of Registered Securities*): ", the relevant Collateral Assets Company" shall be inserted after the words "the Registrar".

Condition 2.4 (*Transfers*) shall be amended by adding the following as new Condition 2.4(m):

(m) Section 3(c)(7) Procedures; Forced Transfer of Rule 144A Collateralised Securities

This Condition 2.4(m) applies to all Collateralised Securities where Barclays Secured Notes Finance LLP is the Collateral Assets Company.

No U.S. person may, at any time, hold any interest in the Collateralised Securities unless it is a QIB/QP holding such interest through Restricted Securities in the form of a Rule 144A Global Securities or Registered Definitive Securities bearing the appropriate legends.

If the Issuer determines at any time that a Collateralised Securityholder is a U.S. person (as defined in Regulation S) and is not a QIB/QP (any such person, a **Non-Permitted Securityholder**), the Issuer shall promptly send notice to such Non-Permitted Securityholder demanding that such holder transfer its Collateralised Securities outside the United States to a non-U.S. person (as defined in Regulation S) or within the United States to a U.S. person (as defined in Regulation S) that is a QIB/QP within 30 days of the date of such notice. If such holder fails to effect the transfer of its Restricted Securities within such period, (a) the Issuer shall at its expense cause such Restricted Securities to be transferred

in a sale to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity either is not a U.S. person (as defined in Regulation S) or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such Restricted Securities. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Restricted Securities and selling such Restricted Securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Collateralised Securityholder and each other person in the chain of title from the permitted Collateralised Securityholder to the Non-Permitted Securityholder by its acceptance of an interest in the Restricted Securities agrees to co-operate with the Issuer to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the selling Collateralised Securityholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer, subject to the transfer restrictions set out herein, and none of Barclays Bank plc (in any of its capacities), any Collateral Assets Company or any other person shall be liable to any person having an interest in the Collateralised Securities sold as a result of any such sale or the exercise of such discretion. The Issuer reserves the right to require any holder of Collateralised Securities to submit a written certification substantiating that it is a QIB/QP or a non-U.S. person (as defined in Regulation S). If such holder fails to submit any such requested written certification on a timely basis, the Issuer has the right to assume that the holder of the Collateralised Securities from whom such a certification is requested is not a QIB/QP or a non-U.S. person (as defined in Regulation S). Furthermore, the Issuer reserves the right to refuse to honour a transfer of interests in a Rule 144A Security to any person who is not either a non-U.S. person or a U.S. person (in each case, as defined in Regulation S) that is a QIB/QP.

Condition 2.4 (*Transfers*) shall be amended by adding the following as new Condition 2.4(n):

(n) **Forced Transfer Mechanics**

This Condition 2.4(n) applies to all Collateralised Securities where Barclays Secured Notes Finance LLP is the Collateral Assets Company.

In order to effect the forced transfer provisions in Condition 2.4(m) (*Section 3(c)(7) Procedures; Forced Transfers of Rule 144A Collateralised Securities*), the Issuer may repay any affected Collateralised Securities and the Issuer, the Collateral Assets Companies, the Security Trustee, and the Issue and Paying Agent shall work with the Relevant Clearing Systems to take such action as may be necessary to effect such repayment and issue of replacement Collateralised Securities.

Each Collateralised Securityholder and each other person in the chain of title from the Collateralised Securityholder, by its acceptance of an interest in such Collateralised Securities, authorizes the Security Trustee, the Issue and Paying Agent, and the Relevant Clearing Systems to take such action as may be necessary to effect the forced transfer provisions set out herein without the need for further express instruction from any affected Collateralised Securityholder. Each Collateralised Securityholder and each other person in the chain of title from the Collateralised Securityholder, by its acceptance of an interest in such Collateralised Securities, agrees that it shall be bound by any such action taken by the Issuer, the Collateral Assets Companies, the Security Trustee, the Issue and Paying Agent, and the Relevant Clearing Systems. For the avoidance of doubt, none of the Issuer, the Collateral Assets Companies, the Security Trustee or the Issue and Paying Agent shall be liable to any Securityholder having an interest in the Collateralised Securities sold or otherwise transferred as a result of any such sale or transfer.

Condition 3 (*Status*) shall be renamed "Status of the Securities and the Collateralised Securities Guarantee" and the first paragraph of Condition 3 shall be numbered 3.1. The following shall be added as a new Condition 3.2:

3.2 Status of the Collateralised Securities Guarantee

The payment of Guaranteed Amounts when the same shall become due has been unconditionally and irrevocably guaranteed jointly and severally by each relevant Collateral Assets Company (the **Collateralised Securities Guarantee**) in the Guarantee and Security Trust Deed. However, the relevant Collateral Assets Companies shall have no obligation under the Collateralised Securities Guarantee to pay any Guaranteed Amounts in respect of a Relevant Series until the occurrence of an Event of Default, service of an Acceleration Notice and service by the Security Trustee on the relevant Collateral Assets Companies of a Notice to Pay, in each case in respect of such Relevant Series. The obligations of each relevant Collateral Assets Company under the Collateralised Securities Guarantee are direct (following an Event of Default, service of an Acceleration Notice and service of a Notice to Pay in respect of a Relevant Series) and unsubordinated obligations of the relevant Collateral Assets Companies, which are secured as provided in the Guarantee and Security Trust Deed.

Any payment made by any relevant Collateral Assets Company under the Collateralised Securities Guarantee shall discharge *pro tanto* the obligations of the Issuer in respect of such payment under the Collateralised Securities of the Relevant Series except where such payment has been declared void, voidable or otherwise recoverable in whole or in part and recovered from the Issue and Paying Agent, the Security Trustee or the holders of the Collateralised Securities of such Relevant Series.

As security for each relevant Collateral Assets Company's obligations under the Collateralised Securities Guarantee and the other Transaction Documents to which it is a party, the relevant Collateral Assets Company has granted fixed and floating security over the Collateral Assets and other Mortgaged Property in respect of all Relevant Series under the Guarantee and Security Trust Deed in favour of the Security Trustee (for itself and on behalf of the other Secured Parties). Recourse against each relevant Collateral Assets Company under the Collateralised Securities Guarantee is limited to the proceeds available at such time from the Mortgaged Property in respect of all Relevant Series (including the applicable Collateral Assets) to make such payments in accordance with the Security Priority. Following the application of such proceeds in accordance with the Security Priority, the rights of the Collateralised Securityholders of a Relevant Series to receive any further amounts in respect of such obligations shall be extinguished and none of the Collateralised Securityholders of such Relevant Series may take any further action to recover such amounts.

Condition 5.4 (*Early redemption and/or adjustment following the occurrence of an Additional Disruption Event*) shall be amended, with respect to an Additional Disruption Event other than a Hedging Disruption or an Increased Cost of Hedging, by:

- (a) deleting the words "If the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the Securityholders of a holding of the relevant Security, it shall notify the Issuer of such determination and no adjustment shall be made" in the tenth to fourteenth lines of Condition 5.4(a); and
- (b) the addition of the words "If the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the Securityholders of a holding of the relevant Security, it shall notify the Issuer of such determination and no adjustment shall be made and" immediately prior to the words "the Issuer may" in the first line of Condition 5.4(b).

Condition 10 (*Events of Default*) shall be deleted and replaced with the following:

10 Events of Default and Enforcement

(a) Events of Default

If any of the following events occurs and is continuing in respect of a Relevant Series (each an **Event of Default**), the Security Trustee shall, at the direction of the Collateralised Securityholders of such Relevant Series acting by Extraordinary Resolution, give notice (an **Acceleration Notice**) to the Issuer and the relevant Collateral Assets Companies (with a copy to the Issue and Paying Agent and the Collateral Agents) that the Collateralised Securities of such Relevant Series are to be immediately due and payable, and each such Collateralised Security shall accordingly immediately become due and repayable at the Early Cash Settlement Amount:

- (i) the Issuer does not pay any Early Cash Settlement Amount, Optional Cash Settlement Amount, Final Cash Settlement Amount or other payment amount (excluding any interest), as applicable, in respect of such Collateralised Securities when the same is due and payable and such failure continues for 14 calendar days;
- (ii) any interest on such Collateralised Securities has not been paid within 14 calendar days following the due date for payment. The Issuer shall not, however, be in default if such sums were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such 14 calendar day period by reputable independent legal advisers; or
- (iii) the Issuer breaches any other provision of such Collateralised Securities or a relevant Collateral Assets Company breaches any terms of the Transaction Documents (other than a failure to pay under the Collateralised Securities Guarantee), in each case, in a way that is materially prejudicial to the interests of Collateralised Securityholders of such Relevant Series, and that breach has not been remedied within 30 calendar days of the Issuer or such relevant Collateral Assets Company, as applicable, having received notice thereof from Collateralised Securityholders holding at least one quarter in outstanding nominal amount or number, as the case may be, of such Relevant Series demanding remedy; or
- (iv) an order is made or an effective resolution is passed for the winding up of the Issuer or an order is made or an effective resolution passed for the liquidation or winding up of a relevant Collateral Assets Company (in each case, otherwise than in connection with a scheme of reconstruction, merger or amalgamation); or
- (v) the Collateralised Securities Guarantee ceases to be effective; or
- (vi) a Default Notice in respect of such Collateralised Securities is delivered to the Defaulting Party pursuant to paragraph 11 (*CT Events of Default*) of the Collateral Transfer Agreement.

Following the delivery of an Acceleration Notice pursuant to this Condition 10(a), the Security Trustee shall forthwith serve a notice to pay (the **Notice to Pay**) on each relevant Collateral Assets Company pursuant to the Collateralised Securities Guarantee and each relevant Collateral Assets Company shall be required to make payments of Guaranteed Amounts in respect of such Relevant Series in accordance with the terms of the Collateralised Securities Guarantee.

(b) Enforcement

The Security Trustee shall not be bound to take proceedings against the relevant Collateral Assets Companies to enforce the provisions of the Guarantee and Security Trust Deed in respect of a Relevant Series unless (i) (other than in the case of the enforcement rights under the LLP Deed) it shall have been so directed by an Extraordinary Resolution of the holders of the Collateralised

Securities of such Relevant Series (or, if an Acceleration Notice has been delivered in respect of more than one Relevant Series, by an Extraordinary Resolution of the holders of the Collateralised Securities of such Relevant Series acting together as a single Relevant Series) or, if no Collateralised Securities of such Relevant Series are outstanding, by all of the other Secured Parties; and (ii) in the case of the enforcement of rights under the LLP Deed unless directed to do so by the (A) holders of the securities under each LLP Issuance then outstanding acting by way of Extraordinary Resolution or (B) if there are no securities under each LLP Issuance then outstanding, the Aggregate LLP Secured Parties, and in each case, it shall have been indemnified and/or secured and/or prefunded to its satisfaction. In exercising any of its powers, authorities and discretions under this paragraph (other than in connection with the LLP Deed) the Security Trustee shall only have regard to the interests of the holders of the Collateralised Securities of such Relevant Series and shall not have regard to the interests of any other Secured Parties and, in connection with the LLP Deed, the Security Trustee shall only have regard to the interests of the holders of the securities under the LLP Issuances and shall not have regard to the interests of any other Aggregate LLP Secured Parties.

No holder of the Collateralised Securities of a Relevant Series shall be entitled to proceed directly against the Issuer or the relevant Collateral Assets Companies or to take any action with respect to the Guarantee and Security Trust Deed or the Collateralised Securities of such Relevant Series unless the Security Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure shall be continuing.

Condition 11.1 (*Appointment of Agents*) shall be amended by being renumbered 11.1(a) and a new 11.1(b) shall be added as follows:

- (b) The Collateral Agents act solely as agents of the relevant Collateral Assets Companies or, in the case of the Collateral Account Bank and the Derivatives Accounts, solely of the Seller and, in each case following delivery by the Security Trustee of a notice in writing to the Collateral Agents after the Security has become enforceable in respect of a Relevant Series in accordance with the Conditions, the Security Trustee (in respect of all Relevant Series), and do not assume any obligation or relationship of agency or trust for or with any Collateralised Securityholder or holder. None of the Collateral Agents or the Seller is acting as fiduciary for or as an adviser to any Collateralised Securityholder or holder in respect of its obligations and duties as the Collateral Agents or a Seller. The Issuer, the relevant Collateral Assets Companies and, in the case of the Collateral Account Bank and the Derivatives Accounts, the Seller and, in each case following delivery by the Security Trustee of a notice in writing to the Collateral Agents after the Security has become enforceable in respect of a Relevant Series in accordance with the Conditions, the Security Trustee (in respect of such Relevant Series only), reserve the right at any time to vary or terminate the appointment of the Collateral Agents and to appoint additional or other Collateral Agents. Notice of any termination of appointment and of any changes to the specified office of any Collateral Agent will be given to Collateralised Securityholders.

Condition 12 (*Taxation*) shall be amended by the addition of the following at the end thereof:

"Should any payments made by any relevant Collateral Assets Company under the Collateralised Securities Guarantee be made subject to any withholding or deduction on account of any taxes or duties of whatever nature imposed or levied by or on account of any Relevant Jurisdiction, the relevant Collateral Assets Company will not be obliged to pay any additional amounts as a consequence.

Relevant Jurisdiction means, in respect of a relevant Collateral Assets Company, the jurisdiction of incorporation of such Collateral Assets Company or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which such Collateral Assets Company becomes subject in respect of payments made by it under the Collateralised Securities Guarantee."

Condition 15 (*Unlawfulness and Impracticability*) shall be amended by the addition of the words "or any relevant Collateral Assets Company's obligations under the Collateralised Securities Guarantee" after the words "under the Securities" in line two thereof.

Condition 16.2 (*To the Issuer and the Agents*) shall be amended by the addition of the words "or in the Guarantee and Security Trust Deed, as applicable," after the words "Master Agency Agreement".

Condition 17 (*Substitution*) shall be amended by being renumbered 17.1, the addition of the words ", (c) such substitution results in the Securities continuing to represent full recourse obligations of Barclays Bank PLC, whether by way of a guarantee by Barclays Bank PLC or otherwise," after the word "Act" in the eleventh line thereof and the renumbering of item (c) therein accordingly and a new 17.2 shall be added as follows:

17.2 The relevant Collateral Assets Companies

The Security Trustee shall, acting upon the direction of the Collateralised Securityholders of all Relevant Series acting by Extraordinary Resolution (with all Relevant Series acting together as a single Relevant Series), agree with the relevant Collateral Assets Companies and the Issuer to the substitution in place of a Collateral Assets Company (or of any previous substitute under this Condition) as a new Collateral Assets Company (the **Substitute Collateral Assets Company**), subject to:

- (a) the Substitute Collateral Assets Company (i) entering into a guarantee and security trust deed on substantially the same terms as the Guarantee and Security Trust Deed and entering into agreements substantially on the same terms as the other Transaction Documents to which the relevant Collateral Assets Company is a party and (ii) assuming the rights and obligations of the relevant Collateral Assets Company under the applicable Transfer Agreements, including, without limitation, in respect of the Collateral Assets; and
- (b) satisfaction of any other conditions specified by the Collateralised Securityholders of all Relevant Series.

Such substitution shall promptly be notified to the Collateralised Securityholders of each Relevant Series. In the event of any such substitution, the Conditions shall be deemed to be modified in such manner as shall be necessary to give effect to such substitution and any reference in the Conditions to the applicable Collateral Assets Company shall, unless the context otherwise requires, be deemed to be or include references to the Substitute Collateral Assets Company.

Conditions 19.1 (*Governing Law*) and 19.2 (*Jurisdiction*) shall be amended by the addition of the words ", the Guarantee and Security Trust Deed" after the words "the Deed of Covenant".

Condition 21 (*Modification and Meetings*) shall be amended by the addition of:

- (a) the words "but subject to the consent of the Security Trustee" after the words "the Securityholders" in the first line of Condition 21.1 (*Modifications to the Conditions*); and
- (b) the words ", the Security Trustee" after the words "the Issuer" in the first line of the second paragraph of Condition 21.2(a) (*Definitive Securities in Bearer or Registered Form and CREST Securities*);
- (c) the words "If it receives a written request by Collateralised Securityholders holding at least 10 per cent. in nominal amount, of Collateralised Securities of all Relevant Series (taken as a single Relevant Series) for the time being outstanding and is indemnified to its satisfaction against all costs and expenses, the Issuer or the Security Trustee shall convene a meeting of the Collateralised Securityholders of such Relevant Series." after the words "for the time being outstanding." in the third and fourth lines of the second paragraph of Condition 21.2(a) (*Definitive Securities in Bearer or Registered Form and CREST Securities*);

- (d) the following as new items (i) to (ix) in the eighth line of the second paragraph of Condition 21.2(a) (*Definitive Securities in Bearer or Registered Form and CREST Securities*):

"(i) to assent to any modification of the provisions of the Guarantee and Security Trust Deed or any other Transaction Document which is proposed by the Issuer, the Security Trustee, any other party to any Transaction Document or any Collateralised Securityholder, (ii) to modify or cancel the Collateralised Securities Guarantee (iii) to discharge or exonerate the Security Trustee, and/or any Appointee from all liability in respect of any act or omission for which the Security Trustee, and/or such Appointee may have become responsible under the Guarantee and Security Trust Deed or any other Transaction Document, (iv) to authorise the Security Trustee and/or any Appointee to concur in and execute and do all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution, (v) to sanction any compromise or arrangement proposed to be made between the Issuer, any Collateral Asset Company, any other party to any Transaction Document, the Security Trustee, any Appointee and the Collateralised Securityholders or any of them, (vi) to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Security Trustee, any Appointee, the Collateralised Securityholders, the Issuer, any Collateral Asset Company or any other party to any Transaction Document against any other or others of them or against any of their property whether such rights arise under the Guarantee and Security Trust Deed, any other Transaction Document or otherwise (vii) to give any authority, direction or sanction which under the provisions of the Guarantee and Security Trust Deed or any other Transaction Document is required to be given by Extraordinary Resolution, (viii) to approve of a person to be appointed a trustee and to give power to remove or, as the case may be, to direct the removal of, any trustee or trustees for the time being of the Guarantee and Security Trust Deed subject to and in accordance with Clauses 14.8 and 14.10 thereof, (ix) to approve the substitution of any entity for a Collateral Asset Company (or any previous substitute) as a collateral assets company under the Guarantee and Security Trust Deed",

and the renumbering of items (i) to (vii) therein accordingly.

- (e) a new Condition 21.3 as follows:

21.3 Modifications by Security Trustee

The Security Trustee shall concur with the Issuer and the relevant Collateral Assets Companies or any other person in making any modification of, or any waiver or authorisation of any breach or proposed breach of, any provision of the Transaction Documents in respect of any Relevant Series, only if so directed by (other than in respect of the LLP Deed) (i) an Extraordinary Resolution of the Collateralised Securityholders of all Relevant Series (with all Relevant Series acting together as a single Relevant Series), so long as there are any Collateralised Securities outstanding or (ii) all of the other Secured Parties, if there are no Collateralised Securities outstanding and, in the case of the LLP Deed, (A) the holders of each LLP Issuance then outstanding acting by way of Extraordinary Resolution or (B) the Aggregate LLP Secured Parties, if there are no securities under each LLP Issuance then outstanding.

Condition 22 (*Further Issues*) shall be amended by the addition of the words "other than the date of issuance, the trade date and the issue price" immediately prior to the words "(so that," in the third line thereof.

Condition 25 (*Definitions*) shall be amended as follows:

- (a) the definition of "Additional Disruption Event" shall be amended by the addition of the words "the Seller being or becoming required by law to make payments under any Transfer Document subject to a withholding or deduction for on account of any taxes or duties of whatever nature imposed or levied by or on account of any jurisdiction" after the words "Issuer Tax Event" in the first line of paragraph (a) thereof;

- (b) the definition of "Affiliate" shall be amended by deleting the final sentence thereof and replacing it with the following: "For these purposes, 'control' means ownership of (i) a majority of the voting power of an entity or (ii) a majority of the share capital of an entity.";
- (c) the definition of "Calculation Amount" shall be amended by the addition of the words "or such other Calculation Amount as may be agreed from time to time between the Issuer and the Collateralised Securityholders of all Relevant Series acting by Extraordinary Resolution (with all Relevant Series acting together as a single Relevant Series)" at the end thereof; and
- (d) the definition of "Currency Disruption Event" shall be amended by deleting the words "in its discretion" in the second line thereof and replacing them with the words "acting in good faith and in a commercially reasonable manner".

Additional Definitions:

871(m) Security shall mean any Collateralised Security which is subject to withholding under Section 871(m) of the Code.

Advance means each advance made by the Sub-Lender to the relevant Collateral Assets Company pursuant to the Sub-Loan Agreement.

Appointee means any attorney, manager, agent, delegate, nominee, custodian or other person appointed by the Security Trustee under the Guarantee and Security Trust Deed.

Asset-Backed Security means any asset backed security which is secured directly by a pool of assets.

Asset Trust means each trust constituted over the Trust Assets in accordance with the Declaration of Trust.

Bank means Barclays Bank PLC.

Barclays ID Code means the internal code used by the Seller (if the Bank is the Seller) to identify the exact Collateral Asset on its data systems.

Base Currency means the currency of denomination of the Relevant Series.

Bond means a Debt Security or a Structured Security.

Cash means cash standing to the credit of the Series Account in respect of all Relevant Series in one or more of the following currencies: Australian Dollars, Canadian Dollars, Euro, Sterling, US Dollars, Swiss Francs, Swedish Krona or Japanese Yen.

Certificate of Deposit means a demand and time deposit in, a certificate of deposit of or a banker's acceptance issued by any depository institution or trust company.

Code shall mean the U.S. Internal Revenue Code of 1986.

Collateral Agency Agreement means, in respect of all Relevant Series, the agency agreement entered into by the Issuer, the relevant Collateral Assets Companies, the Security Trustee, the Issue and Paying Agent and the relevant Collateral Agents as constituted by the Constituting Instrument in respect of such Relevant Series.

Collateral Agent means each of the agents specified as such in the applicable Collateral Agency Agreement.

Collateral Asset means any obligation which is included in and continues to be included in a Collateral Assets Report and, in each case, shall include any Related Security in respect thereof.

Collateral Asset Type means a Loan, a Corporate Bond, a Government-backed Bond, an Equity Security, an ETF, a Mutual Fund, Derivative Proceeds, Cash or Other Collateral Asset Type, as specified in the relevant Constituting Instrument.

Collateral Assets Report has the meaning given thereto in the Collateral Transfer Agreement.

Collateral Transfer Agreement means, in respect of all Relevant Series, the collateral transfer agreement entered into by the relevant Collateral Assets Companies, the Security Trustee, the Seller and the Issuer as constituted by the Constituting Instrument in respect of such Relevant Series.

Collateralised Debt Security means any asset backed security which is secured directly by a pool of corporate debt obligations.

Collateralised Security or **Collateralised Securities** has the meaning given to it in the applicable Pricing Supplement. Unless the context otherwise requires any reference to “Collateralised Security” shall be deemed to refer to a Note having a nominal amount equal to the relevant specified denomination or to a single Warrant and will include any further issue of the relevant Collateralised Securities pursuant to Condition 22 (*Further Issues*) of the Base Conditions from time to time.

Collateralised Securities Guarantee has the meaning given thereto in the Guarantee and Security Trust Deed.

Collateralised Securities Transaction Documents means the Collateral Transfer Agreement, any Security Document, the Collateral Agency Agreement, the Sub-Loan Agreement, the LLP Deed (in respect of each Relevant Series where Barclays Secured Notes Finance LLP is a relevant Collateral Assets Company), the Constituting Instrument, the relevant Pricing Supplement, the Conditions of the Collateralised Securities and any other document specified as such in the applicable Pricing Supplement.

Collateralised Securityholder means a holder of Collateralised Securities.

Collateralised Securityholder Report has the meaning given thereto in the Collateral Agency Agreement.

Concentration Limitation Criteria has the meaning given thereto in the Collateral Transfer Agreement.

Constituting Instrument means the constituting instrument dated [●] as the same may be supplemented or modified from time to time between the Issuer, the Security Trustee and the other parties specified therein into which the terms of the Collateral Agency Terms Module, Security Terms and Guarantee Module, Collateral Transfer Terms Module and Sub-Loan Terms Module are incorporated by reference for the purpose of constituting an agreement.

Corporate Loan means a secured or unsecured, senior or subordinated, syndicated or unsyndicated loan granted to a corporate or similar entity.

Corporate Bond means a Debt Security issued by a body corporate (i) which may be traded daily (other than for non-business days) and (ii) which, if rated by more than one Rating Agency, has a rating of at least “Ba3” or “BB-” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, has a rating of at least “Ba3” or “BB-” (or equivalent) from one of Fitch, Moody’s or S&P.

Covered Bond means any security issued or guaranteed by one or more commercial corporations or entities and which benefits from security over a portfolio of assets (which may include loans or mortgages).

Credit-Linked Note means a security linked to the credit performance of a reference entity or a basket of reference entities.

Custody Account means, in respect of all Relevant Series and each relevant Collateral Assets Company, the custody account or accounts in the name of such relevant Collateral Assets Company established on the books of the Custodian in accordance with the provisions of this Agreement and marked by the Custodian as being designated in respect of such Relevant Series, which term shall include each cash account relating to each such Custody Account (if any).

DBRS means DBRS Ratings Limited (or any successor to its rating business).

Debt Security means a debt security other than a Structured Security.

Defaulted Obligation means a Collateral Asset or, in the case of the Proceeds of Tagged Derivatives, a Tagged Derivative:

- (a) in respect of which there has occurred and is continuing a default with respect to the payment of interest or principal, (i) disregarding any grace periods applicable thereto or (ii) in the case of any Collateral Asset (A) which pays interest not less than quarterly and (B) in respect of which the Issuer has certified to the Security Trustee in writing that, to the knowledge of the Issuer, such default has resulted from non-credit related causes, for the lesser of three Business Days and any grace period applicable thereto, in each case, which default entitles the holders thereof, with notice or passage of time or both, to accelerate the maturity or all or a portion of the principal amount of such obligation, but only until such default has been cured;
- (b) in respect of which any bankruptcy, insolvency or receivership proceedings has been initiated in connection with the Obligor of such Collateral Asset;
- (c) in respect of which the Issuer knows the Obligor thereunder is in default as to payment of principal and/or interest on another obligation, save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, (and such default has not been cured), but only if one of the following conditions is satisfied:
 - (i) both such other obligation and the Collateral Asset are full recourse, unsecured obligations and the other obligation is senior to, or *pari passu* with, the Collateral Asset in right of payment; or
 - (ii) if the following conditions are satisfied:
 - (A) both such other obligation and the Collateral Asset are full recourse, secured obligations secured by identical collateral;
 - (B) the security interest securing the other obligation is senior to or *pari passu* with the security interest securing the Collateral Asset; and
 - (C) the other obligation is senior to or *pari passu* with the Collateral Asset in right of payment; or

which the Issuer determines in its reasonable business judgment should be treated as a Defaulted Obligation.

Defaulting Party and **non-Defaulting Party** have the meanings given thereto in the Collateral Transfer Agreement.

Derivative Proceeds means the Proceeds in respect of the Trust Amount relating to a Tagged Derivative and the rights of the Seller (if the Bank is the Seller) to the Derivatives Account, which shall be acquired pursuant to the Declaration of Trust.

Education Loan means a loan to an Obligor which is a Higher Education Institution, a Further Education Institution and/or an Independent School in the United Kingdom.

Equity Security means a share or similar membership interest issued by a body corporate that has a market capitalisation of greater than EUR 500,000,000 (or the relevant currency equivalent).

ETF means an exchange traded fund which is an Undertaking for Collective Investment in Transferable Securities Directive (a UCITS) under EU 2009/65/EC or a fund that is registered under the US Investment Company Act of 1940 and, in each case (i) with assets under management of greater than USD 50,000,000 (or the relevant currency equivalent) and (ii) whose units or shares are traded on a recognised exchange (within the meaning of the Commission Implementing Regulation (EU) 2016/1646) (a **Recognised Exchange**).

European Economic Area means the European Union, Iceland, Liechtenstein and Norway, and Member State of the European Economic Area shall be construed accordingly.

Fitch means Fitch Ratings Limited (or any successor to its rating business).

Further Collateralised Securities means any Collateralised Securities issued pursuant to Condition 22 (*Further Issues*) to be consolidated and form part of an existing Relevant Series of Collateralised Securities.

Further Education Institution means a further education college or a sixth-form college which provides education for students over 16 years old, including through A-levels, vocational training, foundation courses and other courses below degree level

Government-backed Loan means a loan the full interest and principal repayments of which are supported by a sovereign state or government, or quasi-sovereign state, supranational entity, government agency, municipality or other quasi-sovereign entity, or any security secured by a revenue stream of future income deriving from infrastructure or other projects sponsored by a sovereign state or government, or quasi-sovereign state, supranational entity, governmental agency, municipality or other quasi-sovereign entity.

Government-backed Bond means a bond issued or guaranteed by a sovereign state or government, or quasi-sovereign state, supranational entity, government agency, municipality or other quasi-sovereign entity and which, if rated by more than one Rating Agency, has a rating of at least “Ba3” or “BB-” (or equivalent) from at least two Rating Agencies or, if rated by only one Rating Agency, has a rating of at least “Ba3” or “BB-” (or equivalent) from one of Fitch, Moody’s or S&P.

Group means the Bank and its subsidiaries.

Guaranteed Amounts means all amounts payable in respect of the Collateralised Securities when the same shall become due but excluding any additional amounts payable under Condition 12 (*Taxation*).

Guarantee and Security Trust Deed means, in respect of all Relevant Series, the guarantee and security trust deed made between the Issuer, the relevant Collateral Assets Companies and the Security Trustee on the Issue Date of such Relevant Series and constituted by the Constituting Instrument in respect of such Relevant Series.

Higher Education Institution means universities either established by royal charter or incorporated through statutorily controlled higher education corporations.

Independent School means a school which is independent in terms of its finances and governance and is not dependent on national or local government or reliant on taxpayer contributions for financing its operations.

Issue Date is as specified in the applicable Pricing Supplement, which unless the context otherwise requires, will be the Pricing Supplement in respect of the first Tranche.

LLP Deed means the limited liability partnership deed between Barclays Secured Funding (LM) Limited, the Issuer, the Security Trustee and Barclays Secured Notes Finance LLP dated 13 February 2012.

Loan means the Trust Amount of a Corporate Loan, a Social Housing Loan, a Mortgage Loan, a Local Authorities Loan, an Education Loan, a Public Sector Loan, a Project Finance Loan or a Government-backed Loan.

Local Authority means a local authority established in the United Kingdom for the purposes of the Local Government Act 2003, as amended.

Local Authorities Loan means a loan to a Local Authority.

Member means each member of Barclays Secured Notes Finance LLP.

Moody's means Moody's Investors Service Limited (or any successor to its rating business).

Mortgage Loan means a residential and/or commercial mortgage whole loan secured by liens on or other security interests over the respective Obligor's freehold and/or leasehold or other similar interests in residential mortgaged properties and/or in commercial and multifamily mortgaged properties.

Mortgaged-Backed Security means any asset backed security which is secured directly by a pool of mortgages.

Mortgaged Property means, in relation to all Relevant Series, the assets over which the Security Interests are created by the relevant Collateral Assets Companies from time to time securing the Collateralised Securities Guarantee in relation to such Relevant Series, including, as applicable, the Collateral Assets and the rights under the Transaction Documents.

Mutual Fund means a fund which is an Undertaking for Collective Investment in Transferable Securities Directive (a UCITS) under EU 2009/65/EC, other than an ETF, and (i) whose shares or units may be traded daily (other than for non-business days), and (ii) with assets under management of greater than USD 50,000,000 (or the relevant currency equivalent) .

Obligor means, in respect of a Collateral Asset, the borrower thereunder, the issuer or the guarantor thereof or, in the case of a Tagged Derivative, the counterparty in respect thereof (in each case, as determined by the Issuer).

Proceeds means, in respect of a Tagged Derivative, cash amounts received by the Seller (if the Bank is the Seller) in respect of termination of such Tagged Derivative, provided such amounts are received after the occurrence of a Trigger Event and while such Trigger Event is subsisting.

Project Finance Loan means a loan made to finance the purchase, building, extension or use of any property or infrastructure project or other construction or engineering project.

Programme Transaction Documents means the Master Agency Agreement, the Master Subscription Agreement (as defined in the Master Agency Agreement) and the Deed of Covenant (as defined in the Master Agency Agreement) .

Public Sector Loan means a loan to a public utility company, municipality or other public sector entity.

Qualifying Country means one of Argentina, Australia, Austria, Barbados, Belgium, Bermuda, Brazil, British Virgin Islands, Bulgaria, Canada, Cayman Islands, Chile, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Guernsey, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Jersey, Republic of Korea, Kuwait, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, Netherlands Antilles, New Zealand, Norway, Philippines, Poland, Portugal,

Romania, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, UAE, United Kingdom or U.S.A or, subject to the consent of the relevant Collateral Assets Company, any other country, the foreign currency country ceiling rating of which is rated, at the time of acquisition of the relevant Collateral Asset, at least "Baa2" by Moody's, "BBB" by Fitch or "BBB" by S&P or the equivalent by another Rating Agency.

Qualifying Currency means one of the following currencies (and in each case any successor currency, including, in the case of any EU member state whose official currency is the Euro as at the Issue Date, the official currency or currencies of such EU member state where the Euro is no longer its official currency at any time): Argentine Peso, Australian Dollar, Canadian Dollar, Swiss Franc, Czech Koruna, Danish Krone, Estonia Krown, Euro, Sterling, Hong Kong Dollar, Croatian Kuna, Hungarian Forint, Indonesia Rupiah, Israeli Shekel, Icelandic Krona, Japanese Yen, Korean Won, Kuwaiti Dinar, Lithuanian Litas, Latvian Lat, Malaysian Ringgit, Mexican Peso, Norwegian Krone, New Zealand Dollar, Philippine Peso, Polish Zloty, Romanian Leu, Saudi Riyal, Swedish Krona, Singapore Dollar, Slovak Koruna, Thai Baht, Turkish Lira, US Dollar, Uruguayan Peso, South African Rand.

Rating Agency means Moody's, S&P, Fitch, DBRS or any other nationally recognised investment rating agency or rating agencies (as applicable) selected by the Seller and the Issuer.

Receiver means an administrative receiver, a receiver and manager and a receiver of all or any part of the Collateral Assets, in each case, appointed under the Guarantee and Security Trust Deed.

Relevant Series means each Series issued pursuant to the same Pricing Supplement and specified as such therein.

Reporting Period has the meaning given thereto in the applicable Pricing Supplement.

Restricted Qualifying Country means each Qualifying Country specified in the applicable Pricing Supplement to which a Concentration Limitation Criterion applies (if any).

Restricted Qualifying Currency means each Qualifying Currency specified in the applicable Pricing Supplement to which a Concentration Limitation Criterion applies (if any).

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. (or any successor to its rating business).

Section 871(m) shall mean Section 871(m) of the Code and associated regulations.

Secured Parties means the Security Trustee, the Collateralised Securityholders, any Receiver appointed by the Security Trustee under the Guarantee and Security Trust Deed, the Seller, any Appointee, the Issuer and any other entity that accedes to the Guarantee and Security Trust Deed from time to time as a secured party.

Security means the Security Interests created in favour of the Security Trustee under or pursuant to the Guarantee and Security Trust Deed.

Security Priority shall have the meaning given thereto in the Guarantee and Security Trust Deed.

Series Account means, in respect of all Relevant Series and each relevant Collateral Assets Company, an account in the name of such relevant Collateral Assets Company opened with the Collateral Account Bank and marked by the Collateral Account Bank as being designated in respect of such Relevant Series.

Single Obligor Percentage means the percentage specified in the applicable Pricing Supplement (if any).

Social Housing Loan means a loan to a person listed in the register of social housing established under Chapter 3 of Part 2 of the Housing and Regeneration Act 2008, as amended.

Structured Security means an Asset-Backed Security, a Collateralised Debt Security, a Covered Bond, a Mortgage-Backed Security or a Credit-Linked Note.

Sub-Loan Agreement means, in respect of all Relevant Series, the sub-loan agreement made between the Sub-Lender, the relevant Collateral Assets Companies and the Security Trustee on the Issue Date and constituted by the Constituting Instrument in respect of such Relevant Series.

Transaction Documents means the Programme Transaction Documents and the Collateralised Securities Transaction Documents.

Trustee means the Seller (if the Bank is the Seller) in its capacity as trustee of an Asset Trust.

TTC DG Band is an internal scale representing a "Probability of Default", applied to all borrowers by the Bank's risk team in its discretion, using the procedures and manuals and/or such other models, procedures and judgements as it may choose in a commercially reasonable manner and in the ordinary course of business.

Valuation Agent has the meaning given thereto in the Collateral Agency Agreement.

Valuation Provider has the meaning given thereto in the applicable Pricing Supplement.

Part C (*Component Fallback Terms and Conditions for Securities Linked to Barclays Equity Indices*) of Section 3 (*Additional Provisions for Barclays Equity Index Linked Securities*) of the Barclays Index Annex shall be amended as follows:

References in section 2 (*Consequence of an Index Disrupted Day*) to "Scheduled Trading Day" shall be construed to mean "Scheduled Valuation Date".

Section 5 (*Definitions*) shall be amended as follows:

The definitions of "Index Business Day" and "Valuation Date" shall be deleted and replaced with the following:

Index Business Day means a day on which the Index is scheduled to be published by the Index Sponsor;

Valuation Date means each date specified as a Valuation Date in the Pricing Supplement.

The definition of "**outstanding**" set out in clause 1.1 (*Definitions*) of the Master Agency Agreement shall be amended by the addition of the following words ", a relevant Collateral Assets Company" after the words "the Issuer" in the 24th line thereof.

Schedule 3 (*Provisions for Meetings of Securityholders*) of the Master Agency Agreement shall be deleted and replaced with the following:

[SCHEDULE 2]

PROVISIONS FOR MEETINGS OF COLLATERALISED SECURITYHOLDERS

Interpretation

1. In this Schedule:
 - 1.1 save to the extent expressly stated otherwise, references to a "**meeting**" are to a meeting of Collateralised Securityholders of a single Series of Collateralised Securities and include, unless the context otherwise requires, any adjournment;
 - 1.2 save to the extent expressly stated otherwise, references to "**Collateralised Securities**" and "**Collateralised Securityholders**" are only to the Collateralised Securities of the Series in respect of which a meeting has been, or is to be, called and to the holders of those Collateralised Securities, respectively;
 - 1.3 "**agent**" means a holder of a voting certificate or a proxy for, or representative of, a Collateralised Securityholder;
 - 1.4 "**block voting instruction**" means an instruction issued in accordance with paragraphs 8 to 14;
 - 1.5 "**Extraordinary Resolution**" means a resolution passed at a meeting duly convened and held in accordance with this Agreement by a majority of at least 75 per cent. of the votes cast;
 - 1.6 "**voting certificate**" means a certificate issued in accordance with paragraphs 5, 6, 7 and 14; and
 - 1.7 references to persons representing a proportion of the Collateralised Securities are to Collateralised Securityholders or agents holding or representing in the aggregate at least that proportion in nominal amount or number of the Collateralised Securities for the time being outstanding.

Powers of meetings

2. A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by this Agreement, have power by Extraordinary Resolution:
 - 2.1 to assent to modification of the provisions of the Guarantee and Security Trust Deed or any other Transaction Document which is proposed by the Issuer, the Security Trustee, any other party to any Transaction Document or any Collateralised Securityholder;
 - 2.2 to modify or cancel the Collateralised Securities Guarantee;
 - 2.3 to discharge or exonerate the Security Trustee, and/or any Appointee from all liability in respect of any act or omission for which the Security Trustee, and/or such Appointee may have become responsible under the Guarantee and Security Trust Deed or any other Transaction Document;
 - 2.4 to authorise the Security Trustee and/or any Appointee to concur in and execute and do, all such deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;

- 2.5 to sanction any compromise or arrangement proposed to be made between the Issuer, any Collateral Asset Company, any other party to any Transaction Document, the Security Trustee, any Appointee and the Collateralised Securityholders or any of them;
- 2.6 to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Security Trustee, any Appointee, the Collateralised Securityholders, the Issuer, any Collateral Asset Company or any other party to any Transaction Document against any other or others of them or against any of their property whether such rights arise under the Guarantee and Security Trust Deed, any other Transaction Document or otherwise;
- 2.7 to give any authority, direction or sanction which under the provisions of the Guarantee and Security Trust Deed or any other Transaction Document is required to be given by Extraordinary Resolution;
- 2.8 to approve of a person to be appointed a trustee and to give power to remove or, as the case may be, to direct the removal of, any trustee or trustees for the time being of the Guarantee and Security Trust Deed subject to and in accordance with Clauses 14.8 and 14.10 thereof;
- 2.9 to approve the substitution of any entity for a Collateral Asset Company (or any previous substitute) as a collateral assets company under the Guarantee and Security Trust Deed;
- 2.10 to amend the dates of maturity or redemption of the Collateralised Securities, any Exercise Date or Expiration Date of the Collateralised Securities or any date for payment of interest or Interest Amounts on the Collateralised Securities;
- 2.11 to reduce or cancel the nominal amount or number of, or any premium payable on redemption or exercise of, the Collateralised Securities;
- 2.12 to reduce the rate or rates of interest in respect of the Collateralised Securities or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Collateralised Securities;
- 2.13 if a Minimum and/or a Maximum Rate of Interest, or maximum and/or minimum Settlement Amount or Entitlement is specified in the applicable Pricing Supplement, to reduce any such minimum and/or maximum;
- 2.14 to vary any method of, or basis for, calculating any Settlement Amount or Entitlement (other than as provided for in the Conditions);
- 2.15 to vary the currency or currencies of payment or denomination of the Collateralised Securities; and
- 2.16 to modify the provisions concerning the quorum required at any meeting of Collateralised Securityholders or the majority required to pass the Extraordinary Resolution.

Convening a meeting

- 3. The Issuer or the Security Trustee may at any time convene a meeting. If it receives a written request by Collateralised Securityholders holding at least 10 per cent. in nominal amount, of the Collateralised Securities of any Series for the time being outstanding and is indemnified to its satisfaction against all costs and expenses, the Issuer or the Security Trustee shall convene a meeting

of the Collateralised Securityholders of that Series. Every meeting shall be held at a time and place approved by the Issue and Paying Agent.

4. At least 21 days' notice (exclusive of the day on which the notice is given and of the day of the meeting) shall be given to the Collateralised Securityholders. A copy of the notice shall be given by the party convening the meeting to the other parties. The notice shall specify the date, time and place of meeting and the nature of the resolutions to be proposed and shall explain how Collateralised Securityholders may appoint proxies or representatives, obtain voting certificates and use block voting instructions and the details of the time limits applicable.

Arrangements for voting

5. If a holder of a Bearer Security wishes to obtain a voting certificate in respect of it for a meeting, he must deposit it for that purpose at least 48 hours before the time fixed for the meeting with a Paying Agent or to the order of a Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose. The Paying Agent shall then issue a voting certificate in respect of it.
6. A voting certificate shall:
 - 6.1 be a document in the English language;
 - 6.2 be dated;
 - 6.3 specify the meeting concerned and the serial numbers of the Collateralised Securities deposited; and
 - 6.4 entitle, and state that it entitles, its bearer to attend and vote at that meeting in respect of those Collateralised Securities.
7. Once a Paying Agent has issued a voting certificate for a meeting in respect of a Collateralised Security, it shall not release the Collateralised Security until either:
 - 7.1 the meeting has been concluded; or
 - 7.2 the voting certificate has been surrendered to the Paying Agent.
8. If a holder of a Bearer Security wishes the votes attributable to it to be included in a block voting instruction for a meeting, then, at least 48 hours before the time fixed for the meeting, (i) he must deposit the Collateralised Security for that purpose with a Paying Agent or to the order of a Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose and (ii) he or a duly authorised person on his behalf must direct the Paying Agent how those votes are to be cast. The Paying Agent shall issue a block voting instruction in respect of the votes attributable to all Collateralised Securities so deposited.
9. A block voting instruction shall:
 - 9.1 be a document in the English language;
 - 9.2 be dated;
 - 9.3 specify the meeting concerned;
 - 9.4 list the total number and serial numbers of the Collateralised Securities deposited, distinguishing with regard to each resolution between those voting for and those voting against it;

9.5 certify that such list is in accordance with Collateralised Securities deposited and directions received as provided in paragraphs 8, 11 and 14 and;

9.6 appoint a named person (a “**proxy**”) to vote at that meeting in respect of those Collateralised Securities and in accordance with that list.

A proxy need not be a Collateralised Securityholder.

10. Once a Paying Agent has issued a block voting instruction for a meeting in respect of the votes attributable to any Collateralised Securities:

10.1 it shall not release the Collateralised Securities, except as provided in paragraph 11, until the meeting has been concluded; and

10.2 the directions to which it gives effect may not be revoked or altered during the 48 hours before the time fixed for the meeting.

11. If the receipt for a Collateralised Security deposited with a Paying Agent in accordance with paragraph 8 is surrendered to the Paying Agent at least 48 hours before the time fixed for the meeting, the Paying Agent shall release the Collateralised Security and exclude the votes attributable to it from the block voting instruction.

12. Each block voting instruction shall be deposited at least 24 hours before the time fixed for the meeting at the specified office of the Issue and Paying Agent or such other place as the Issuer shall designate or approve, and in default it shall not be valid unless the chairman of the meeting decides otherwise before the meeting proceeds to business. If the Issuer requires, a notarially certified copy of each block voting instruction shall be produced by the proxy at the meeting but the Issuer need not investigate or be concerned with the validity of the proxy’s appointment.

13. A vote cast in accordance with a block voting instruction shall be valid even if it or any of the Collateralised Securityholders’ instructions pursuant to which it was executed has previously been revoked or amended, unless written intimation of such revocation or amendment is received from the relevant Paying Agent by the Issue and Paying Agent at its specified office (or such other place as may have been specified by the Issuer for the purpose) or by the chairman of the meeting in each case at least 24 hours before the time fixed for the meeting.

14. No Collateralised Security may be deposited with or to the order of a Paying Agent at the same time for the purposes of both paragraph 5 and paragraph 8 for the same meeting.

Registered Securities

15. A holder of a Registered Security may, by an instrument in writing in the form available from the specified office of a Transfer Agent in the English language executed by or on behalf of the holder and delivered to the Transfer Agent at least 24 hours before the time fixed for a meeting, appoint any person (a “**proxy**”) to act on his behalf in connection with that meeting. A proxy need not be a Collateralised Securityholder.

16. A corporation which holds a Registered Security may by delivering to a Transfer Agent at least 24 hours before the time fixed for a meeting a certified copy of a resolution of its directors or other

governing body (with, if it is not in English, a certified translation into English) authorise any person to act as its representative (a “**representative**”) in connection with that meeting.

Chairman

17. The chairman of a meeting shall be such person as the Issuer may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Collateralised Securityholders or agents present shall choose one of their number to be chairman, failing which the Issuer may appoint a chairman. The chairman need not be a Collateralised Securityholder or agent. The chairman of an adjourned meeting need not be the same person as the chairman of the original meeting.

Attendance

18. The following may attend and speak at a meeting:
 - 18.1 Collateralised Securityholders and agents;
 - 18.2 the chairman;
 - 18.3 the Issuer, the Security Trustee and the Issue and Paying Agent (through their respective representatives) and their respective financial and legal advisers;
 - 18.4 the Managers and their advisers.

No-one else may attend or speak.

Quorum and Adjournment

19. No business (except choosing a chairman) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Collateralised Securityholders, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.
20. Except for the purpose of passing an Extraordinary Resolution, two or more persons holding or representing a clear majority in nominal amount of the Collateralised Securities for the time being outstanding present in person shall be a quorum. The quorum at a meeting of Collateralised Securityholders for the purpose of passing an Extraordinary Resolution will be two or more persons holding or representing not less than 75 per cent. in nominal amount of the Collateralised Securities for the time being outstanding, or at any adjourned meeting two or more persons being or representing Collateralised Securityholders holding not less than 25 per cent. in nominal amount of the Collateralised Securities for the time being outstanding.
21. The chairman may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original

meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 18.

22. At least 10 days' notice of a meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. No notice need, however, otherwise be given of an adjourned meeting.

Voting

23. Each question submitted to a meeting shall be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer or one or more persons holding or representing 2 per cent. of the in nominal amount.
24. Unless a poll is demanded a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.
25. If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.
26. A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.
27. On a show of hands every person who is present in person and who produces a Bearer Security, a Registered Security of which he is the registered holder or a voting certificate or is a proxy or representative has one vote. On a poll every such person has one vote in respect of each integral currency unit of the Specified Currency of such Series of Collateralised Securities. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.
28. In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

Effect and Publication of an Extraordinary Resolution

29. An Extraordinary Resolution shall be binding on all the Collateralised Securityholders, whether or not present at the meeting, and on all the Couponholders and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution to Collateralised Securityholders within 14 days but failure to do so shall not invalidate the resolution.

Minutes

30. Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

Resolutions Affecting Multiple Relevant Series

31. If the Transaction Documents expressly require the passing of an Extraordinary Resolution by the Collateralised Securityholders of multiple (or all) Relevant Series (with multiple (or all) Relevant Series acting together as a single Relevant Series) then the foregoing provisions of this schedule shall have effect subject to the following modifications. Any such resolution (a **Multiple Relevant Series Resolution**) shall only be capable of being passed at a single meeting of the Collateralised Securityholders of such multiple Relevant Series (or, where applicable, all Relevant Series) then outstanding. Any such meeting to consider an Multiple Relevant Series Resolution may be convened by the Issuer or the Security Trustee (and where the Security Trustee has been requested by Collateralised Securityholders holding at least 10 per cent. in nominal amount, of the Collateralised Securities of any Relevant Series for the time being outstanding and is indemnified to its satisfaction against all costs and expenses then it shall call such a meeting). The quorum at any such meeting for passing a Multiple Relevant Series Resolution will be two or more persons holding or representing not less than 75 per cent. in nominal amount of Collateralised Securities of such multiple Relevant Series (or, where applicable, all Relevant Series) for the time being outstanding, or at any adjourned meeting two or more persons being or representing Collateralised Securityholders holding not less than 25 per cent. in nominal amount of the Collateralised Securities of such multiple Relevant Series (or, where applicable, all Relevant Series) for the time being outstanding. A Multiple Relevant Series Resolution passed at any meeting of the Collateralised Securityholders of such multiple Relevant Series (or, where applicable, all Relevant Series) shall be binding on all the Collateralised Securityholders of all Relevant Series, whether or not they are present at the meeting.

Written Resolutions

32. A written resolution signed by the holders of 75 per cent. in nominal amount of Collateralised Securities outstanding, shall be valid and effective as if it were an Extraordinary Resolution of the relevant Series. A written resolution signed by the holders of 75 per cent. in nominal amount of Collateralised Securities of the relevant multiple Relevant Series (or, where applicable, all Relevant Series) for the time being outstanding shall be valid and effective as if it were a Multiple Relevant Series Resolution for such relevant multiple Relevant Series (or, where applicable, all Relevant Series). 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 Collateralised Securityholders.

Collateralised Securities held by the Issuer

33. No Collateralised Securities held by or on behalf of the Issuer or any Affiliate of the Issuer shall entitle a holder thereof to vote in respect of any Extraordinary Resolution or be counted for the purposes of determining the threshold required to convene a meeting, a quorum or the result of voting in respect of any such Extraordinary Resolution.]

DESCRIPTION OF THE COLLATERAL ASSETS COMPANIES

1. BARCLAYS SECURED NOTES B.V.

Overview

Barclays Secured Notes B.V. is incorporated in The Netherlands and is registered with the Trade Register of the Chamber of Commerce in Amsterdam under number 53592859. Barclays Secured Notes B.V. was incorporated under the laws of The Netherlands on 22 September 2011 as a private company with limited liability, under the name "Barclays Secured Notes B.V.". The address of the Barclays Secured Notes B.V.'s registered office is Basisweg 10, 1043AP Amsterdam, The Netherlands and the telephone number of the registered office is +3120 218 1300.

Barclays Secured Notes B.V. may not serve as the Collateral Assets Company with respect to any Series of Collateralised Securities that are offered pursuant to Rule 144A under the Securities Act.

Business of the Collateral Assets Company

Barclays Secured Notes B.V. is a special purpose vehicle established to act as a finance company on behalf of Barclays Bank PLC.

Board of Directors

The Director of Barclays Secured Notes B.V. is as follows:

| Name | Title |
|--|----------|
| Structured Finance Management (Netherlands) B.V. | Director |

The business address of the above is Basisweg 10, 1043AP Amsterdam, The Netherlands. The directors of Structured Finance Management (Netherlands) B.V. and their principal activities or business occupations are:

| Name | Business Address | Principal Activities |
|---------------------------------|--|----------------------|
| Edwin Marinus van Ankeren | Basisweg 10, 1043AP Amsterdam, The Netherlands | Director |
| Marcelo Abraham Delfos | Basisweg 10, 1043AP Amsterdam, The Netherlands | Director |
| Marci Matilde Vermeulen-Atikian | Basisweg 10, 1043AP Amsterdam, The Netherlands | Director |

There are no potential conflicts of interest between the duties to Barclays Secured Notes B.V. of any of the Directors listed above and their private interests and/or other duties.

Significant or Material Change

Since 22 September 2011, being the date of its incorporation, there has been (a) no material adverse change in the prospects of Barclays Secured Notes B.V. and (b) no significant change in the financial or trading position of Barclays Secured Notes B.V.

Barclays Secured Notes B.V. commenced operations in 2019, with its principal activities being to grant security and provide a guarantee for issuances by Barclays Bank PLC under its Global Collateralised Structured Securities Programme. As at the date of these Base Listing Particulars the 2021 financial statements are available.

Litigation

Barclays Secured Notes B.V. is not nor has it been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Barclays Secured Notes B.V. is aware), during the 12 months prior to the date hereof, which may have, or have had in the recent past a significant effect on the financial position or profitability of Barclays Secured Notes B.V..

Share Capital

The authorised share capital of Barclays Secured Notes B.V. is €90,000 divided into 900 ordinary shares with a par value of €100.00 each. Its issued and fully paid up share capital is €18,000. The entire issued and paid up share capital of Barclays Secured Notes B.V. is owned by Stichting Barclays Secured Notes a foundation (stichting) established under the laws of The Netherlands having its registered office at Basisweg 10, 1043 AP, Amsterdam, The Netherlands.

Financial Information

Barclays Secured Notes B.V.'s annual financial year-end date is 31 December.

As at the date of these Base Listing Particulars, Barclays Secured Notes B.V. has not produced any audited accounts since 2014. For the avoidance of doubt, the 2021 financial statements referred to under "*Significant or Material Change*" above are unaudited.

Corporate Governance

Barclays Secured Notes B.V. complies with the Netherlands corporate governance regime.

2. BARCLAYS SECURED NOTES FINANCE LLP

Introduction

Barclays Secured Notes Finance LLP (the **LLP**) was incorporated in England and Wales on 14 October 2011 as a limited liability partnership (registered number OC368945) with limited liability under the LLPA 2000 by Barclays and Barclays Secured Funding (LM) Limited (the **Liquidation Member**) as its Members. The principal place of business of Barclays Secured Notes Finance LLP is at 1 Churchill Place, London E14 5HP (telephone number: +44(0) 20 7116 1000). Barclays Secured Notes Finance LLP has no subsidiaries. Barclays Secured Notes Finance LLP complies with the England and Wales corporate governance regime.

Barclays Secured Notes Finance LLP shall serve as the Collateral Assets Company with respect to any Series of Collateralised Securities that are offered pursuant to Rule 144A under the Securities Act.

Principal Activities

The principal objects of Barclays Secured Notes Finance LLP are set out in the LLP Deed and include, inter alia, the ability to carry on the business of acquiring the applicable Collateral Assets and their Related Security and entering into the applicable Sub-Loan Agreement and other Transaction Documents pursuant to the terms of the applicable Collateral Transfer Agreement with a view to profit and to do all such things as are incidental or conducive to the carrying on of that business and to borrow money.

Barclays Secured Notes Finance LLP has not engaged since its incorporation, and will not engage whilst the Collateralised Securities or any Advances under any Sub-Loan Agreement remains outstanding, in any material activities other than activities incidental to its incorporation under the LLPA 2000, activities contemplated under the Transaction Documents to which it is or will be a party and other matters which are incidental or ancillary to the foregoing.

Members

The members of Barclays Secured Notes Finance LLP as at the date of this Base Listing Particulars are and their principal offices are:

| Name | Principal Office |
|---------------------------------------|-------------------------------------|
| Barclays Bank PLC | 1 Churchill Place, London E14 5HP |
| Barclays Secured Funding (LM) Limited | 1 Bartholomew Lane, London EC2N 2AX |

Barclays Secured Notes Finance LLP has no employees.

Directors of the Members

The following table sets out the directors of the Liquidation Member and their respective business addresses and occupations.

| Name | Business Address | Business Occupation |
|--------------------------------|-------------------------------------|---|
| Intertrust Directors 1 Limited | 1 Bartholomew Lane, London EC2N 2AX | Acting as corporate company director of special purpose companies |
| Intertrust Directors 2 Limited | 1 Bartholomew Lane, London EC2N 2AX | Acting as corporate company director of special purpose companies |
| Paivi Helena Whitaker | 1 Bartholomew Lane, London EC2N 2AX | Director |

The directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and their principal activities or business occupations are:

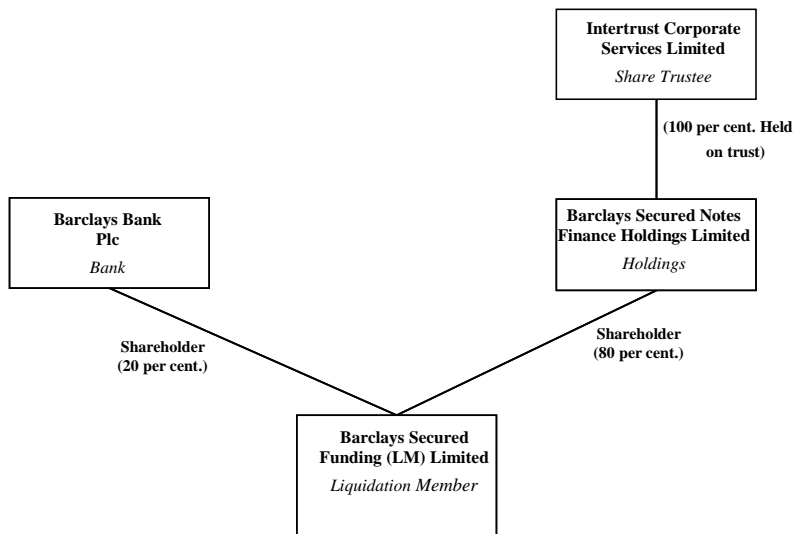
| Name | Business Address | Business Occupation |
|----------------------------|-------------------------------------|----------------------------|
| Paivi Helena Whitaker | 1 Bartholomew Lane, London EC2N 2AX | Director |
| Wenda Margaretha Adriaanse | 1 Bartholomew Lane, London EC2N 2AX | Director |
| Ian Hancock | 1 Bartholomew Lane, London EC2N 2AX | Director |

The directors of Barclays are set out under "Directors" in the section entitled "The Issuer, the Barclays Bank Group and the Group" of the Registration Document incorporated in, and forming part of, these Base Listing Particulars.

No potential conflicts of interest exist between any duties owed to Barclays Secured Notes Finance LLP by the Directors of the Members, including Intertrust Directors 1 Limited, Intertrust Directors 2 Limited, Paivi Helena Whitaker, the individual directors of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and the individual directors of Barclays as listed above, and their private interests or other duties.

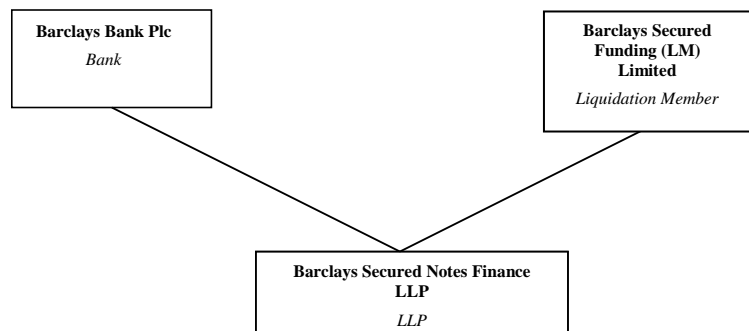
Ownership Structure of the Liquidation Member

- As at the date of these Base Listing Particulars, the issued share capital of the Liquidation Member is held 20 per cent. by the Bank and 80 per cent. by Barclays Secured Notes Finance Holdings Limited (**Holdings**).
- The issued capital of Holdings is held 100 per cent. by Intertrust Corporate Services Limited as Share Trustee on trust for charitable purposes.



Ownership Structure of the LLP

- As at the date of these Base Listing Particulars, the Members of Barclays Secured Notes Finance LLP are the Bank and the Liquidation Member.
- Other than in respect of those decisions reserved to the Members, the Management Committee (comprised of, as at the date of these Base Listing Particulars, Intertrust Directors 1 Limited) will manage and conduct the business of Barclays Secured Notes Finance LLP and will have all the rights, power and authority to act at all times for and on behalf of the Barclays Secured Notes Finance LLP.



As at the date of these Base Listing Particulars, Barclays Secured Notes Finance LLP is controlled by Barclays. To ensure that such control is not abused, the Members of Barclays Secured Notes Finance LLP and Barclays Secured Notes Finance LLP, *inter alios*, have entered into the LLP Deed which governs the operation of Barclays Secured Notes Finance LLP.

In the event of the appointment of a liquidator, administrator, bank liquidator, bank administrator or investment bank administrator to Barclays, the Liquidation Member would take control of Barclays Secured Notes Finance LLP.

Since 31 December 2021, being the date of the latest audited accounts, there has been (a) no material adverse change in the prospects of Barclays Secured Notes Finance LLP and (b) no significant change in the financial or trading position of Barclays Secured Notes Finance LLP.

Barclays Secured Notes Finance LLP is not nor has it been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Barclays Secured Notes Finance LLP is aware), since 14 October 2011, which may have, or have had in the recent past a significant effect on the financial position or profitability of Barclays Secured Notes Finance LLP.

Auditors

The auditors of Barclays Secured Notes Finance LLP are KPMG LLP of 15 Canada Square, London E14 5GL, chartered accountants and registered auditors in the United Kingdom.

Barclays Secured Notes Finance LLP's accounting reference date is 31 December.

The most recent audited financial statements of Barclays Secured Notes Finance LLP are in respect of the year ended 31 December 2021.

CLEARANCE AND SETTLEMENT

This section applies only to Collateralised Securities specified as being Registered Securities in the applicable Pricing Supplement

Book-entry ownership

Transfers of Registered Securities

Transfers of interests in Global Securities within Euroclear, Clearstream and DTC will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a Rule 144A Global Security to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Rule 144A Global Security held in DTC to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

Beneficial interests in a Regulation S Global Security may only be held through Euroclear or Clearstream. In the case of Registered Securities to be cleared through Euroclear, Clearstream and/or DTC, transfers may be made at any time by a holder of an interest in a Regulation S Global Security to a transferee who wishes to take delivery of such interest through a Rule 144A Global Security for the same Series, provided that any such transfer relating to the Collateralised Securities represented by such Regulation S Global Security will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from Euroclear or Clearstream, as the case may be (based on a written certificate from the transferor of such interest), to the effect that such transfer is being made to a person whom the transferor, and any person acting on its behalf, reasonably believes is a QIB/QP in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. Transfers at any time by a holder of any interest in the Rule 144A Global Security to a transferee who takes delivery of such interest through a Regulation S Global Security will only be made upon delivery to any Registrar or Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the account at Euroclear or Clearstream, as the case may be, and DTC to be credited and debited, respectively, with an interest in each relevant Global Security.

Subject to compliance with the transfer restrictions applicable to the Registered Securities described below and in the section entitled '*Clearance and Settlement - Transfer Restrictions for Registered Securities*', cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream accountholders, on the other hand, will be effected by the relevant clearing system in accordance with its rules and through action taken by the applicable custodian (if any), the Registrar and the Issue and Paying Agent.

On or after the Issue Date for any Series, transfers of Collateralised Securities of such Series between accountholders in Euroclear and/or Clearstream and transfers of Securities of such Series between participants in DTC will settle on a date determined in accordance with the Relevant Rules. The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Clearstream and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, on the other hand, transfers of interests in the relevant Global Securities will be effected through the Issue and Paying Agent, the applicable custodian (if any), the relevant Registrar and any applicable Transfer Agent receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Global Security resulting in such transfer and (ii)

two business days after receipt by the Issue and Paying Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer and in accordance with the Relevant Rules. In the case of cross-market transfers, settlement between Euroclear or Clearstream accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately. For a further description of restrictions on transfer of Collateralised Securities that are Registered Securities, see '*Clearance and Settlement -- Transfer Restrictions for Registered Securities*' of the Programme Document.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Securities (including, without limitation, the presentation of Rule 144A Global Securities for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Rule 144A Global Securities are credited and only in respect of such portion of the aggregate nominal amount or aggregate number of Securities (as applicable) represented by the relevant Rule 144A Global Securities as to which such participant or participants has or have given such direction. However, in the circumstances described above, DTC will surrender the relevant Rule 144A Global Securities in exchange for Definitive Securities (which will, in the case of Restricted Securities, bear the legend applicable to transfers pursuant to Rule 144A and provide that they may only be transferred to persons who are QIB/QPs or persons who are not U.S. persons (as defined under Regulation S)).

DTC has advised the Issuer as follows: DTC is a limited purpose trust company organised under the laws of the State of New York, a 'banking organisation' under the laws of the State of New York, a member of the US Federal Reserve System, a 'clearing corporation' within the meaning of the New York Uniform Commercial Code and a 'clearing agency' registered pursuant to the provisions of section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Although Euroclear, Clearstream and DTC have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Securities among participants and accountholders of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer, nor any Paying Agent nor any Transfer Agent will have any responsibility for the performance by Euroclear, Clearstream or DTC or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Rule 144A Global Security is lodged with DTC or the applicable custodian (if any), Restricted Securities represented by Definitive Securities will not be eligible for clearing or settlement through Euroclear, Clearstream or DTC.

Definitive Securities

Registration of title to Registered Securities in a name other than a depository or its nominee for Clearstream and Euroclear or for DTC will be permitted only in the circumstances set out in Condition 1 (*Master Agency Agreement*). In such circumstances, the Issuer will cause sufficient individual Securities to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Securityholder(s). A person having an interest in a Global Security must provide the Registrar with:

- (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Securities; and

- (b) in the case of a Rule 144A Global Security only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange, or, in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A and that the transferee is a QIB/QP. Definitive Securities issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A and provide that they may only be transferred to persons who are QIB/QPs or persons who are not U.S. persons (as defined under Regulation S).

Pre-issue trades settlement

It is expected that delivery of Collateralised Securities will be made against payment therefor on the relevant Issue Date, which could be more than two business days following the date of pricing.

Under Rule 15c6-1 of the Exchange Act, trades in the U.S. secondary market generally are required to settle within two business days (T+2), unless the parties to any such trade expressly agree otherwise. Accordingly, in the event that the Issue Date is more than two business days following the relevant date of pricing, purchasers who wish to trade Registered Securities in the United States between the date of pricing and the date that is two business days prior to the relevant Issue Date will be required, by virtue of the fact that such Collateralised Securities initially will settle beyond T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Collateralised Securities may be affected by such local settlement practices and, in any event that an Issue Date is more than two business days following the relevant date of pricing, purchasers of Collateralised Securities who wish to trade the Collateralised Securities between the date of pricing and the date that is two business days prior to the Issue Date should consult their own advisor.

Restricted Securities

Each purchaser of Restricted Securities and each subsequent purchaser of Restricted Securities, by accepting delivery of these Listing Particulars and/or the related Pricing Supplement, will be deemed to have represented, agreed and acknowledged that:

- (1) It is (a) a QIB/QP, (b) acquiring such Restricted Securities for its own account or for the account of one or more QIB/QPs and (c) aware, and each beneficial owner of such Restricted Securities has been advised, that the sale of such Restricted Securities to it is being made in reliance on Rule 144A.
- (2) (a) It understands that such Restricted Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and that the LLP is not registered and will not be registered under the Investment Company Act, and the Restricted Securities may not be offered, sold, pledged, exercised or otherwise transferred, directly or indirectly, except (i) inside the United States in accordance with Rule 144A to a person that the holder and any person acting on its behalf reasonably believes is a QIB/QP that is acquiring the Restricted Securities for its own account or for the account of one or more QIB/QPs to whom notice is given that the offer, sale or transfer is being made in reliance on Rule 144A, or (ii) outside the United States in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; and (b) it will, and each subsequent holder of the Restricted Securities is required to, notify any purchaser of the Restricted Securities from it of the resale restrictions on the Restricted Securities.
- (3) The Rule 144A Global Security representing such Restricted Securities will, unless the Issuer determines otherwise in accordance with applicable law, bear a legend in or substantially in the following form:

“THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY [AND THE SECURITIES THAT MAY BE DELIVERED UPON EXERCISE OR REDEMPTION] HAVE NOT

BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE COLLATERAL ASSETS COMPANY HAS NOT BE REGISTERED AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **INVESTMENT COMPANY ACT**). THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED DIRECTLY OR INDIRECTLY, EXCEPT (1) INSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS (I) A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A, AND (II) A QUALIFIED PURCHASER FOR PURPOSES OF SECTION 3(C)(7) UNDER THE INVESTMENT COMPANY ACT (**QIB/QP**) AND THAT IS ACQUIRING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIB/QPS TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, OR (2) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OR ANY INTERMEDIARY. THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED NOTEHOLDERS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRANSACTION DOCUMENTS. EACH TRANSFEROR OF THIS SECURITY WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRANSACTION DOCUMENTS TO ITS TRANSFEREE.”

A Rule 144A Global Security held by a custodian on behalf of DTC shall also bear the following legend:

“UNLESS THIS RULE 144A GLOBAL SECURITY IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“**DTC**”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.”

- (4) The Issuer, the Registrar, the Luxembourg Registrar, the Manager and their Affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Securities for the account of one or more QIB/QPs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (5) It understands that the Restricted Securities will be represented by a Rule 144A Global Security. Before any interest in a Rule 144A Global Security may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Global Security or, as the case may be, Global Security, it will be required to provide a Transfer Agent with

a written certification (in the form provided in the Master Agency Agreement, as amended from time to time) as to compliance with applicable securities laws.

For as long as any Restricted Securities are outstanding and are 'restricted securities' within the meaning of Rule 144 under the Securities Act, any holder of such Securities or prospective purchaser designated by such holder of Securities will have the right to obtain from the Issuer during any period in which the Issuer is neither subject to section 13 or 15(d) of the Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, upon request, the information required by Rule 144A(d)(4) under the Securities Act.

Prospective purchasers are hereby notified that sellers of Registered Securities may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Unrestricted Securities

Each purchaser of Unrestricted Securities and each subsequent purchaser of Unrestricted Securities, by accepting delivery of these Listing Particulars and/or the related Pricing Supplement, will be deemed to have represented, agreed and acknowledged that:

- (1) It is, or at the time Unrestricted Securities are purchased will be, the beneficial owner of such Unrestricted Securities and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an Affiliate of the Issuer or a person acting on behalf of such an Affiliate.
- (2) It understands that such Unrestricted Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and that no Collateral Assets Company has been registered or will be registered under the Investment Company Act, and:
 - a. for Unrestricted Securities that form part of the same Series as Restricted Securities, such Unrestricted Securities may not be offered, sold, pledged, exercised or otherwise transferred, directly or indirectly, except (i) inside the United States in accordance with Rule 144A to a person that the holder and any person acting on its behalf reasonably believes is a QIB/QP that is acquiring the Restricted Securities for its own account or for the account of one or more QIB/QPs to whom notice is given that the offer, sale or transfer is being made in reliance on Rule 144A, or (ii) outside the United States in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; and (b) it will, and each subsequent holder of the Restricted Securities is required to, notify any purchaser of the Restricted Securities from it of the resale restrictions on the Restricted Securities; and
 - b. for Unrestricted Securities that do not form part of the same Series as Restricted Securities, such Unrestricted Securities may not at any time be offered, sold, pledged, exercised, transferred or delivered, directly or indirectly, in or into the United States or to, or for the account or benefit of, any U.S. person;
- (3) It understands that Unrestricted Securities, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:
 - a. For Unrestricted Securities that form part of the same Series as Restricted Securities:

“THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY [AND THE SECURITIES THAT MAY BE DELIVERED UPON EXERCISE OR REDEMPTION] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE COLLATERAL ASSETS COMPANY HAS NOT BE REGISTERED AND WILL NOT BE

REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **INVESTMENT COMPANY ACT**). THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED DIRECTLY OR INDIRECTLY, EXCEPT (1) INSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS (I) A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A, AND (II) A QUALIFIED PURCHASER FOR PURPOSES OF SECTION 3(C)(7) UNDER THE INVESTMENT COMPANY ACT (**QIB/QP**) AND THAT IS ACQUIRING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIB/QPS TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, OR (2) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER JURISDICTION. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OR ANY INTERMEDIARY. THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED NOTEHOLDERS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRANSACTION DOCUMENTS. EACH TRANSFEROR OF THIS SECURITY WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRANSACTION DOCUMENTS TO ITS TRANSFEREE.”; and

- b. For other Unrestricted Securities that do not form part of the same Series as Restricted Securities:

“THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY [AND THE SECURITIES THAT MAY BE DELIVERED UPON EXERCISE OR REDEMPTION] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND THE COLLATERAL ASSETS COMPANY HAS NOT BE REGISTERED AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **INVESTMENT COMPANY ACT**). THE SECURITIES MAY NOT AT ANY TIME BE OFFERED, SOLD, RESOLD, PLEDGED, EXERCISED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT).”

- (4) The Issuer, the Registrar, the Luxembourg Registrar, the Manager and their Affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
- (5) It understands that the Unrestricted Securities will be represented by a Regulation S Global Security or, as the case may be, a Global Security, and before any interest in a Regulation S Global Security may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Restricted Security (if permitted), it will be required to provide a Transfer Agent with a written certification (in the form provided in the Master Agency Agreement (as amended from time to time)) as to compliance with the applicable securities laws.

GENERAL INFORMATION

Authorisation and Consents

The annual update of the Programme and the issue of Securities pursuant the Programme have been duly authorised by the Chief Finance Officer of the Issuer, exercising the delegated authority of the Board of Directors of the Issuer, on 31 March 2023.

The Issuer has obtained all necessary consents, approvals and authorisations in connection with issue and performance of each Collateralised Security or Series of Collateral Securities to be issued by it. The issue of each Collateralised Security or Series of Collateralised Securities will be authorised by resolutions of any authorised committee of the Board of Directors of the Bank.

Significant Change Statement

There has been no significant change in the financial or trading position of the Bank or the Group since 31 December 2022.

Material Adverse Change Statement

There has been no material adverse change in the prospects of the Bank or the Group since 31 December 2022.

Legal proceedings

Save as disclosed under Note 25 (*Legal, competition and regulatory matters*) to the consolidated financial statements of the Issuer as set out on pages 174 to 179 of the 2022 Form 20-F, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the 12 months preceding the date of these Base Listing Particulars which may have, or have had in the recent past, significant effects on the financial position or profitability of the Bank and/or the Group.

Auditors

The annual consolidated financial statements of the Issuer for the years ended 31 December 2021 and 31 December 2022 have each been audited with an unmodified opinion by KPMG LLP, chartered accountants and registered auditors (a member of the Institute of Chartered Accountants in England and Wales), of 15 Canada Square, London E14 5GL, United Kingdom.

Use of Proceeds

The gross proceeds from each issue of Collateralised Securities will be used by the Issuer to make available Advances to each Collateral Assets Company pursuant to the terms of the Sub-Loan Agreement, which in turn shall be used by each Collateral Assets Company to acquire Collateral Assets.

Base Listing Particulars

The Collateralised Securities issued pursuant to the Programme may for a period of 12 months from the date of these Base Listing Particulars be admitted to listing on the Official List and trading on the GEM of Euronext Dublin. A revised Base Listing Particulars will be prepared in connection with the listing of any Series of Collateralised Securities issued after such period.

Listing

Any Series of Collateralised Securities may be admitted to listing on Euronext Dublin and admitted to trading on the GEM of Euronext Dublin or any other Relevant Stock Exchange as set out in the applicable Pricing Supplement.

Unlisted Collateralised Securities may also be issued under the Programme.

Relevant Clearing Systems

The Collateralised Securities issued under the Programme may be accepted for clearance through the Euroclear, Clearstream and Clearstream Frankfurt systems, DTC and any other Relevant Clearing System as set out in any applicable Relevant Annex or in the applicable Pricing Supplement. The appropriate common code for each Relevant Series allocated by Euroclear, Clearstream or Clearstream Frankfurt or CINS or CUSIP number allocated by DTC, will be set out in the applicable Pricing Supplement, together with the International Securities Identification Number (the **ISIN**) for that Series. If the Collateralised Securities are to be cleared through an additional or alternative clearing system, the appropriate information will be set out in the applicable Pricing Supplement. Transactions will normally be effected for settlement not earlier than three business days after the date of transaction.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of Clearstream Frankfurt is Neue Börsenstrasse 1, D-60485 Frankfurt am Main, Germany. The address of The Depository Trust Company is 55 Water Street, New York, NY10041-0099, USA. The address of any additional clearing system will be set out in any applicable Relevant Annex or in the applicable Pricing Supplement.

Documents available

For as long as these Base Listing Particulars remain in effect or any Collateralised Securities remain outstanding, copies of the following documents, in physical form, will, when available, be made available during usual business hours on a weekday (Saturdays and public holidays excepted) for inspection at the registered office of the Issuer (in the case of (a) and (c) below free of charge at <https://home.barclays/investor-relations>) and (i) in respect of Collateralised Securities other than CREST Securities, at the specified office of the Issue and Paying Agent and, in the case of the Pricing Supplement in respect of any Series, at the specified office of the relevant Paying Agents or Transfer Agents, as the case may be, and (ii) in respect of CREST Securities, at the specified office of the CREST Agent:

- (a) the constitutional documents of the Issuer and each Collateral Assets Company;
- (b) the documents set out in the "*Documents Incorporated By Reference*" section of these Base Listing Particulars;
- (c) all future annual reports and semi-annual financial statements of the Bank;
- (d) the Constituting Instrument relating to such Collateralised Securities (and the documents incorporated therein, including, *inter alia*, the Security and Guarantee Terms Module, the Collateral Transfer Terms Module, the Collateral Agency Terms Module, the Sub-Loan Terms Module, the Declaration of Trust Terms Module, the Trustee Power of Attorney and the Agency Agreement Terms Module);
- (e) the Programme Transaction Documents, including the Master Subscription Agreement, the Agency Agreement and the Deed of Covenant;
- (f) the current Base Listing Particulars in respect of the Programme and any future supplements thereto;

- (g) any Pricing Supplement issued in respect of Collateralised Securities admitted to listing, trading and/or quotation by any listing authority, stock exchange, and/or quotation system since the most recent base listing particulars was published;
- (h) the Seller Power of Attorney in respect of the Relevant Series, if applicable;
- (i) each Collateralised Securityholder Report in respect of a Relevant Series listed on a Relevant Stock Exchange; and

any other future documents and/or announcements issued by the Issuer.

The Verification and Reporting Agent will make the Collateralised Securityholder Reports available to the Collateralised Securityholders no later than the last Business Day of the Reporting Period (or such other date as specified in the applicable Pricing Supplement) on an internal secure website: <https://gctinvestorreporting.bnymellon.com> or such other secure website as notified to the Collateralised Securityholders by the Issuer.

Conditions for Determining Price

The price and amount of Collateralised Securities to be issued under the Programme will be determined by the Issuer and the Manager at the time of issue in accordance with prevailing market conditions.

Post-issuance information

The Issuer intends to provide post-issuance information in relation to the Collateralised Securities in the form of the Collateralised Securityholder Reports. Please see the sub-section entitled "Documents available" above in respect of the availability of such Collateralised Securityholder Reports.

Listing Agent Statement

The Bank of New York Mellon SA/NV, Dublin Branch is acting solely in its capacity as listing agent for the Issuer in relation to the Collateralised Securities and is not itself seeking admission of the Collateralised Securities to the Official List of Euronext Dublin or to trading on GEM.

Notices

All notices to Collateralised Securityholders shall be deemed to be duly given if they are filed with the Companies Announcements Office of Euronext Dublin.

Ratings¹⁰

As of the date of these Base Listing Particulars, the short-term unsecured obligations of the Issuer are rated A-1 by S&P Global Ratings UK Limited (**Standard & Poor's**)¹¹, P-1 by Moody's Investors Service Ltd.

¹⁰ **Notes on Issuer ratings:** The information in these footnotes has been extracted from information made available by each rating agency (as at the date of these Base Listing Particulars) referred to below. The Issuer confirms that such information has been accurately reproduced and that, so far as the Issuer is aware, and is able to ascertain from information published by such rating agencies, no facts have been omitted which would render the reproduced information inaccurate or misleading.

¹¹ A short-term obligation rated 'A-1' is rated in the highest category by S&P. The obligor's capacity to meet its financial commitments on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitments on these obligations is extremely strong.

(**Moody's**)¹², and F1 by Fitch Ratings Limited (**Fitch**)¹³ and the long term unsecured unsubordinated obligations of the Issuer are rated A by Standard & Poor's¹⁴, A1 by Moody's¹⁵, and A+ by Fitch¹⁶.

Websites

Any websites referred to herein do not form part of these Base Listing Particulars.

Foreign Language

The language of these Base Listing Particulars is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

¹² Ratings of Prime-1 reflect a superior ability to repay short-term obligations.

¹³ An 'F1' rating indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.

¹⁴ An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

¹⁵ Obligations rated 'A' are judged to be upper-medium grade and are subject to low credit risk. Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from 'Aa' through 'Caa'. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

¹⁶ 'A' ratings denote strong prospects for ongoing viability. Fundamental characteristics are strong and stable, such that it is unlikely that the bank would have to rely on extraordinary support to avoid default. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

ANNEX

FORM OF COLLATERALISED SECURITYHOLDER REPORTS

[Note: Each Collateralised Securityholder Report with respect to Collateralised Securities which are Registered Securities where LLP serves as the Collateral Assets Company shall include the following:

(A) Each Securityholder in the Collateralised Securities must be either (i) a QIB/QP, or (ii) a person outside the United States that is not a U.S. person (as defined in Regulation S); and (B) the Collateralised Securities may only be transferred to investors which also meet such criteria.]

[Note: figures contained herein are merely indicative and should not be relied upon]

Collateralised Securityholder Report

Barclays Global Collateralised Structured Securities Programme

Series 1 Collateralised Securities due 2020



02 July 2020

**** The Current Exchange Rate is provided by The World Markets Company plc ("WM") in conjunction with Reuters. WM shall not be liable for any errors in or delays in providing or making available the data contained within this service or for any action taken in reliance on the same, except to the extent that the same is directly caused by its or its employees' negligence.**

Collateralised Securityholder Report
Series 1 Collateralised Securities due 2020

To Barclays Bank PLC
directors-uk@intertrustgroup.com

From Bank of New York Mellon
barclaysgcssp@bnymellon.com

Reference CCY: _____
Collateral Valuation Date: 29 June 2020

| | |
|--|------------------------|
| ----- | 178,272,386.40 |
| Collateralised Amount | |
| ----- | |
| Eligible Collateral Values - Barclays Secured Notes Finance LLP | |
| ----- | |
| Collateral Assets | - |
| CASH | - |
| | ----- |
| Eligible Collateral Values - Barclays Secured Notes BV | |
| ----- | |
| Collateral Assets | 121,825,556.55 |
| CASH | 10,498.75 |
| | ----- |
| Total Eligible Collateral 'Value' | 121,836,055.30 |
| ----- | |
| Collateral Excess(+)/Shortfall(-) | (56,436,331.10) |
| Margin Transfer Threshold | 4,456,809.66 |
| Overall Collateral Excess(+)/Shortfall(-) | <u>(56,436,331.10)</u> |
| Collateral Result | SHORTFALL |

Disclaimer:

Much of the Market Data information herein provided by the Bank of New York Mellon comes from third party data vendors ("Data Licensors") and your receipt and use of BNY Mellon information in this report is subject to the terms and conditions imposed by those Data Licensors and found on the Data Licensors Terms Website :
https://www.bnymellon.com/_global-assets/pdf/vendoragreement.pdf

| Collateral List | | | | | | | | | |
|-----------------|---------------------------|------------|----------------|-----|-----|---------|----------------|--------------|-----------------------|
| Ticker | Collateral Asset Company | Quantity | Market Value | CCY | CCY | Fx | Market Value | Margin Ratio | Value |
| CASH | | | | | | | | | |
| | | 10,498.75 | 10,498.75 | USD | | 1.00000 | 10,498.75 | 100.00% | 10,498.75 |
| | | | | | | | | | 10,498.75 |
| Ticker | Collateral Asset Company | Quantity | Market Value | CCY | CCY | Fx | Market Value | Margin Ratio | Value |
| EQUITIES | | | | | | | | | |
| XXX XX Equity | Barclays Secured Notes BV | 36,530.00 | 6,661,292.99 | EUR | | 1.12460 | 7,491,290.10 | 95.24% | 7,134,704.69 |
| XXXX XX Equity | Barclays Secured Notes BV | 390,730.00 | 120,422,986.00 | USD | | 1.00000 | 120,422,986.00 | 95.24% | 114,690,851.87 |
| | | | | | | | | | 121,825,556.55 |
| Value | | | | | | | | | 121,836,055.30 |

THE ISSUER
Barclays Bank PLC
Registered Office
1 Churchill Place
London E14 5HP
United Kingdom

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London E14 5HP
United Kingdom

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REPORTING AGENT AND CUSTODIAN**

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