BARCLAYS BANK PLC
(Incorporated with limited liability in England and Wales)

$50,000,000,000
GLOBAL COLLATERALISED MEDIUM TERM NOTES
supported by a limited recourse undertaking by Barclays CCP Funding LLP

Barclays Bank PLC (the "**Bank**" or the "**Issuer**") may from time to time issue notes under this $50,000,000,000 Global Collateralised Medium Term Note Series (the "**Global Collateralised Medium Term Note Series**") in separate Classes (such notes, the "**Global Collateralised Medium Term Notes**" or "**Notes**") and will utilise the proceeds to make advances to Barclays CCP Funding LLP (the "**LLP**") under the Intercompany Loan Agreement. The LLP will utilise the proceeds of each such advance to enter into transactions under one or more repurchase agreements (each, a "**Repurchase Agreement**") with the Issuer, Barclays Capital Securities Limited ("**BCSL**"), Barclays Capital Inc. ("**BCI**") and such other sellers as may be appointed from time to time, as sellers thereunder (each, a "**Seller**"), pursuant to which the LLP will purchase various Eligible Securities (as defined herein) from the applicable Seller, subject to such Seller's obligation to repurchase such Eligible Securities on the Repurchase Date (as defined herein) for the related Class (as defined herein). **The Global Collateralised Medium Term Notes represent direct, unsubordinated and unsecured obligations of the Issuer and will rank equally among themselves and, with the exception of certain obligations given priority by applicable law, will rank *pari passu* with all other present and future outstanding unsecured and unsubordinated obligations of the Issuer.**

The Global Collateralised Medium Term Notes are supported by the LLP Undertakings, and neither the Global Collateralised Medium Term Notes nor the LLP Undertakings represent interests in or obligations of the Issue and Paying Agent, the Collateral Administrator, the Applicable Enforcing Party, any Custodian, any Securities Intermediary, any Account Bank, the Restricted Collateral Disposition Administrator or any of the other parties to the transactions described herein or any of their respective affiliates. **The obligations of the LLP under the LLP Undertakings constitute direct, unsubordinated and secured limited recourse obligations of the LLP.**

This Base Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**") on 18 October 2024 as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (as amended, the "**Prospectus Regulation**"). This Base Prospectus is valid for 12 months from its date. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Base Prospectus that may affect the assessment of a Global Collateralised Medium Term Note and that arises or is noted between the date of this Base Prospectus and the closing of the offer period or the time when trading on a regulated market begins for such Global Collateralised Medium Term Note, whichever occurs later, such shall be mentioned in a supplement to this Base Prospectus without undue delay in accordance with Article 23(1) of the Prospectus Regulation. In accordance with Article 21(8) of the Prospectus Regulation, the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Base Prospectus is no longer valid. The Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive No. 2014/65/EU (as amended, "**EU MiFID II**") and/or which are to be offered to the public in any Member State of the European Economic Area ("**Member State**") in circumstances that require the publication of a prospectus in accordance with Article 1(4) and/or Article 3(2) of the Prospectus Regulation. The Issuer has requested the Central Bank to provide a certificate of approval in accordance with Article 25 of the Prospectus Regulation (a "**passport**") in relation to the passporting of the Base Prospectus to the competent authorities of the Grand Duchy of Luxembourg.

Application will be made to Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Classes of Global Collateralised Medium Term Notes within 12 months of this Base Prospectus to be admitted to the official list (the "**Official List**") and trading on its regulated market (the "**Regulated Market**"). Application may also be made to the Luxembourg Stock Exchange for the Notes to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's regulated market upon their issuance. The Regulated Market and the Luxembourg Stock Exchange's regulated market are regulated markets for the purposes of EU MiFID II.

Neither the Issuer nor any Dealer intends to make a market in any Class of Global Collateralised Medium Term Notes.

The Global Collateralised Medium Term Note Series has been issued long term ratings of AA- and short term ratings of A-1+ by S&P Global Ratings UK Limited ("**S&P**"), long term ratings of A1 and short term ratings of P-1 by Moody's Investors Service Limited. ("**Moody's**") and long term ratings of A+ and short term ratings of F1 by Fitch Ratings Limited ("**Fitch**"). Please see page 93 of this Base Prospectus with respect to registration and/or endorsement in the United Kingdom and/or the European Union of S&P, Moody's and Fitch.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Prospective investors should carefully read the risk factors described under the section headed "Risk Factors" herein.

Barclays
18 October 2024

Base Prospectus: This document, as supplemented from time to time, comprises the base prospectus for the Programme and gives information with regard to Barclays Bank PLC and its subsidiaries and affiliates taken as a whole, the LLP and the Global Collateralised Medium Term Notes issued under the Global Collateralised Medium Term Note Series which, according to the particular nature of the Issuer, the LLP and the Global Collateralised Medium Term Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of such Issuer and the LLP. When used for the purposes of the Prospectus Regulation, this base prospectus is referred to herein as the "**Base Prospectus**" and is valid for 12 months from the date hereof. The Base Prospectus, any applicable supplement thereto and the applicable Final Terms for a Class are referred to herein as the "**Offering Documents**".

Responsibility: The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The LLP accepts responsibility for the information contained in this Base Prospectus and the Final Terms relating to it and the LLP Undertakings. To the best of the knowledge of the LLP, such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Ratings: Classes of Notes issued under the Programme will be rated or unrated. Where a Class of Notes is rated, such rating will not necessarily be the same as the rating(s) described above or the rating(s) assigned to Notes already issued. Where a Class of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Class of Notes will be (i) issued by a credit rating agency ("**CRA**") established in the European Union ("**EU**") and registered (or which has applied for registration and not been refused) under the Regulation (EC) No1060/2009, as amended (the "**EU CRA Regulation**"); or (ii) issued by a credit rating agency which is not established in the EU but will be endorsed by a CRA which is established in the EU and registered under the EU CRA Regulation; or (iii) issued by a credit rating agency which is not established in the EU but which is certified under the EU CRA Regulation will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a CRA established in the EU and registered under the EU CRA Regulation unless (A) the rating is provided by a CRA operating in the EU before 7 June 2010 which has submitted an application for registration in accordance with the EU CRA Regulation and such registration has not been refused; or (B) the rating is provided by a CRA not established in the EU but is endorsed by a CRA established in the EU and registered under the EU CRA Regulation; or (C) the rating is provided by a CRA not established in the EU which is certified under the EU CRA Regulation.

Offers in Relevant Member States: This Base Prospectus has been prepared on the basis that any offer of Global Collateralised Medium Term Notes (or beneficial interests therein) with a denomination of less than €100,000 (or its equivalent in any other currency) in any Member State which has implemented the Prospectus Regulation (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Regulation, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Global Collateralised Medium Term Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Global Collateralised Medium Term Notes which are the subject of an offering contemplated in this Base Prospectus as completed by the applicable Final Terms in relation to the offer of such Global Collateralised Medium Term Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to the Prospectus Regulation or supplement a prospectus pursuant to the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor does any of them authorise, the making of any offer of Global Collateralised Medium Term Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Independent Investigation: None of this Base Prospectus or any financial statements or any other financial information supplied in connection with the Global Collateralised Medium Term Note Series or any Global Collateralised Medium Term Note is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Issuer or the Applicable Enforcing Party (as defined herein) that any recipient of this Base Prospectus or any financial statements or any other financial information supplied in connection with the Series or any Global Collateralised Medium Term Notes should purchase any Global Collateralised Medium Term Notes. Investors should conduct their own independent investigations into the financial condition and affairs of, and their own appraisal of the creditworthiness of, the Issuer and the LLP and of the suitability of the relevant Global Collateralised Medium Term Notes as an investment in light of their own circumstances and financial condition and, in deciding whether to purchase Global Collateralised Medium Term Notes, investors should form their own views of the merits of such an investment based upon such investigations

and not in reliance solely upon any information given in the applicable Offering Documents. Prospective investors should carefully read the risk factors described in the section headed "*Risk Factors*".

Change of Circumstances: The delivery of the Offering Documents and any sale of Global Collateralised Medium Term Notes pursuant thereto shall not, in any circumstances, create any impression that the information contained therein concerning the Issuer or the LLP is correct at any time subsequent to the date thereof or that any other information supplied in connection with the Global Collateralised Medium Term Notes is correct as of any time subsequent to the date indicated in the document containing the same. Investors should review, inter alia, the most recent consolidated financial statements, if any, and any public announcements, if any, of the Issuer and the LLP when deciding whether to purchase any Global Collateralised Medium Term Notes.

Distribution: The distribution of the Offering Documents and the offer or sale of the Global Collateralised Medium Term Notes in certain jurisdictions may be restricted by law. This document does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offering or solicitation, and no action is being taken to permit an offering of the Global Collateralised Medium Term Notes or the distribution of this Base Prospectus in any jurisdiction where action is required. Persons into whose possession the Offering Documents come are required by the Issuer and the LLP to inform themselves about and to observe any such restrictions.

The Issuer or the relevant Dealer may appoint certain financial intermediaries (each a "**Distributor**") to advertise, market, promote, place, offer to sell or solicit offers to subscribe the Securities in certain jurisdictions. It is the responsibility of such Distributors to acquire and maintain the requisite qualifications, authorisations, approvals, permits and licenses to perform any advertising, marketing, promotion, placement, offering or solicitation of offers in relation to the Securities as expressly authorised by the Issuer or the relevant Dealer. Further, it is the responsibility of such Distributors to observe all applicable laws, regulations, rules, orders or guidelines in respect of the advertising, marketing, promotion, placement, offering or solicitation of offers of the Securities in the relevant jurisdictions. The Issuer and the relevant Dealer expressly disclaim all liabilities for any violation of selling restrictions or any unauthorised conduct or representation by the Distributors and investors shall only look to such Distributors for compensation for any loss or detriment suffered as a result of such Distributors' violation of selling restrictions or unauthorised conduct or representation.

U.S. selling restrictions: The Global Collateralised Medium Term Notes and the LLP Undertakings have not been and will not be registered under the US 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 (the "**United States**" or "**US**") and the Global Collateralised Medium Term Notes may be in the form of Bearer Notes (as defined herein) and therefore subject to additional US tax law requirements. Subject to certain exceptions, Global Collateralised Medium Term Notes may not be offered, sold or, in the case of Bearer Notes, delivered within the United States or to US persons (as defined in Regulation S ("**Regulation S**") under the Securities Act) or to, or for the account or benefit of, US persons (as defined in the US Internal Revenue Code of 1986 and the regulations thereunder). The Global Collateralised Medium Term Notes are being offered and sold outside the United States to non-US persons in reliance on Regulation S and, in the case of Registered Notes (as defined herein), within the United States only to persons who are both (i) Qualified Institutional Buyers ("**QIBs**") in reliance on Rule 144A ("**Rule 144A**") under the Securities Act and (ii) Qualified Purchasers ("**QPs**") within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**") and the rules and regulations thereunder, in each case, acting for their own account or for the account of one or more QIBs who are also QPs in reliance on Rule 144A. Prospective investors are hereby notified that sellers of the Global Collateralised Medium Term Notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfers of Global Collateralised Medium Term Notes and distribution of the Offering Documents see the sections entitled "*Clearance, Settlement and Transfer Restrictions*" of the Base Prospectus, "*Purchase and Sale*" of the Base Prospectus and in the applicable Final Terms.

THE SECURITIES AND, AS APPLICABLE, THE ENTITLEMENTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF SECURITIES OR, AS APPLICABLE, ENTITLEMENTS OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Representations: In connection with the issue and sale of Global Collateralised Medium Term Notes, no person has been authorised to give any information or to make any representation not contained in or consistent with the Offering Documents and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the LLP, the Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, any Paying Agent, any Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator or any Dealer. None of the Issuer or the LLP accepts responsibility for any information not contained in the Offering Documents. None of the Issuer, the LLP, the Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, any Paying Agent, any Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator or any Dealer makes any representation or warranty whatsoever or accepts any responsibility with respect to any Collateral for any Class.

No Investment Advice: None of the Offering Documents is, nor does it purport to be, investment advice. Unless expressly agreed otherwise with a particular investor, none of the Issuer, the LLP or any Dealer is acting as an investment adviser or providing advice of any other nature, or assumes any fiduciary obligation, to any investor in Global Collateralised Medium Term Notes.

References: In any Offering Document, references to "**USD**", "**$**", "**US$**" and "**US dollars**" are to United States dollars, references to "**GBP**", "**£**" and "**sterling**" are to pounds sterling and references to "**JPY**", "**¥**" and "**yen**" are to Japanese yen. References to "**EUR**", "**euro**" and "**€**" are to the lawful currency of the Member States that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended. In any Offering Document references to the "**Conditions**" are to the terms and conditions of the relevant Global Collateralised Medium Term Notes, being the Conditions of the Global Collateralised Medium Term Notes, and the applicable Final Terms, and references to "**Offeror**" are to any person from whom any investor acquires or intends to acquire Global Collateralised Medium Term Notes.

The Global Collateralised Medium Term Notes and the LLP Undertakings have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Global Collateralised Medium Term Notes or the accuracy or the adequacy of the Offering Documents. Any representation to the contrary is a criminal offence in the United States.

Verification: None of the Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, any Paying Agent, any Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator or any Dealer have separately verified the information contained in this Base Prospectus. To the fullest extent permitted by law, none of the Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, Paying Agent and Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator or any Dealer makes any representation, express or implied, or accepts any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by any Dealer or on its behalf in connection with the Issuer, the LLP or the issue and offering of the Global Collateralised Medium Term Notes. The Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, Paying Agent and Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator and any Dealer accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which it might otherwise have in respect of this Base Prospectus or any such statement. Each potential purchaser of Global Collateralised Medium Term Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Global Collateralised Medium Term Notes should be based upon such investigation as it deems necessary. None of the Collateral Administrator, the Issue and Paying Agent, the Applicable Enforcing Party, the New York Agent and New York Registrar, the Luxembourg Registrar, Paying Agent and Transfer Agent, any Custodian, the Restricted Collateral Disposition Administrator or any Dealer undertake to review the financial condition or affairs of the Issuer or the LLP during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or prospective investor in the Global Collateralised Medium Term Notes of any information coming to the attention of any Dealer.

Regulatory Review: The contents of this Base Prospectus have not been reviewed or approved by any regulatory authority (other than the Central Bank, which is the Irish competent authority (the "**Regulatory Authority**") for the purposes of the Prospectus Regulation).

IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Global Collateralised Medium Term Notes are not intended to be offered, sold or otherwise made available to (and should not be offered, sold or otherwise made available to) any EEA Retail Investor in the EEA. For these purposes: (i) "**EEA Retail Investor**" means a person who is one (or more) of the following: (x) a retail client as defined in point (11) of Article 4(1) of EU MiFID II, (y) a customer within the meaning of Directive (EU) No. 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II, or (z) not a qualified investor as defined in the Prospectus Regulation, and (ii) the expression **"offer"** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Global Collateralised Medium Term Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Global Collateralised Medium Term Notes. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling such Global Collateralised Medium Term Notes or otherwise making them available to EEA Retail Investors in the EEA has been prepared and, therefore, offering or selling such Global Collateralised Medium Term Notes or otherwise making them available to any EEA Retail Investor in the EEA might be unlawful under the EU PRIIPs Regulation.

IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS—The Global Collateralised Medium Term Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any UK Retail Investor in the United Kingdom. For these purposes: (i) a "**UK Retail Investor**" means: (x) a client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (the "**EUWA**"); (y) a customer within the meaning of the Financial Services and Markets Act 2000 (as amended) (the "**FSMA**"), of the United Kingdom and any rules or regulations made under the FSMA to implement Directive (EU) No. 2016/97 (as amended), 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 United Kingdom domestic law by virtue of the EUWA; or (z) not a qualified investor as defined in Article 2 of Regulation (EU) No. 2017/1129 (as amended) as it forms part of United Kingdom domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**", and (ii) the expression offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Global Collateralised Medium Term Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Global Collateralised Medium Term Notes. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended) as it forms part of United Kingdom domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to UK Retail Investors in the United Kingdom has been prepared and, therefore, offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to any UK Retail Investor in the United Kingdom might be unlawful under the UK PRIIPs Regulation.

EU MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Global Collateralised Medium Term Notes has led to the conclusion that: (i) the target market for the Global Collateralised Medium Term Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, EU MiFID II); and (ii) all channels for distribution of the Global Collateralised Medium Term Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Global Collateralised Medium Term Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Global Collateralised Medium Term Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels. Solely by virtue of appointment as Dealer on this Programme, neither the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**").

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Global Collateralised Medium Term Notes has led to the conclusion that: (i) the target market for the Global Collateralised Medium Term Notes is only eligible counterparties (as defined in the FCA Handbook Conduct of Business Sourcebook and professional clients (as defined in Regulation (EU) No. 600/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA (UK MiFIR)), and (ii) all channels for distribution of the Global Collateralised Medium Term Notes to such eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Global Collateralised Medium Term Notes (a distributor) should take into consideration the manufacturers' target market assessment; however, a distributor subject to the

FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Global Collateralised Medium Term Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels. Solely by virtue of appointment as Dealer on this Programme, neither the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE)—The Final Terms in respect of any Global Collateralised Medium Term Notes may include a legend titled "Singapore Securities and Futures Act Product Classification" that will state the product classification of the Global Collateralised Medium Term Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"). The Issuer will make a determination in relation to each issue about the classification of the Global Collateralised Medium Term Notes being offered for purposes of section 309B(1)(a) of the SFA. Any such legend included in the applicable Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

Benchmarks Regulation

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 as it forms part of domestic law of the UK by virtue of EUWA, as amended (the "**UK Benchmarks Regulation**"). If any such reference rate constitutes a benchmark under the UK Benchmarks Regulation, the relevant Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 of the UK Benchmarks Regulation. Transitional provisions in the UK Benchmarks Regulation may have the result that the use of a particular benchmark is permitted despite the administrator not appearing in the relevant register of administrators and benchmarks at the date of the relevant Final Terms. The registration status of any administrator under the UK Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

The Issuer is a "supervised entity" for the purposes of the UK Benchmarks Regulation. As a result, the Issuer may only use a benchmark or a combination of benchmarks if the benchmark is provided by an administrator located in the UK and included in the register referred to in Article 36 of the UK Benchmarks Regulation or is a benchmark which is included in the register referred to in Article 36 of the UK Benchmarks Regulation, subject to the transitional provisions and exemptions provided in relation to the UK Benchmarks Regulation.

Australian Investors

The Issuer is regulated as a foreign authorised deposit-taking institution ("**Foreign ADI**") for the purposes of the Banking Act 1959 (Cth) of Australia (the "**Australian Banking Act**"). The depositor protection provisions of Division 2 of Part II of the Australian Banking Act do not apply to the Issuer. The Notes are neither "protected accounts" nor "deposit liabilities" within the meaning of the Australian Banking Act nor are they obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. Notes that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act and issued and transferred in compliance with the terms of the exemption from compliance with section 66 of the Australian Banking Act that is available to the Issuer. Such Notes are issued or transferred in, or into, Australia in parcels of not less than A$500,000 in aggregate principal amount.

Ratings

This Base Prospectus includes details of the long-term and short-term credit ratings assigned to the Issuer by S&P Global Ratings UK Limited ("**S&P**"), Moody's Investors Service Limited ("**Moody's**") and Fitch Ratings Limited ("**Fitch**"). Each of S&P, Moody's and Fitch is established in the United Kingdom and registered under Regulation (EC) No. 1060/2009, as it forms part of domestic law of the UK by virtue of the EUWA (the "**UK CRA Regulation**"). As such, each of S&P, Moody's and Fitch appears on the latest update of the list of registered credit rating agencies (as of the date of this Base Prospectus) on the FCA's Financial Services Register. The ratings each of S&P, Moody's and Fitch has given to the Issuer are endorsed by S&P Global Ratings Europe Limited, Moody's Deutschland GmbH and Fitch Ratings Ireland Limited, respectively, each of which is established in the European

Union and registered under Regulation (EU) No 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**").

Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) applicable to the Issuer or the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation unless (i) the rating is provided by a credit rating agency not established in the EEA but which is endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation; or (ii) the rating is provided by a credit rating agency not established in the EEA but which is certified under the EU CRA Regulation. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (i) issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation; (ii) issued by a credit rating agency which is not established in the EEA but will be endorsed by a credit rating agency which is established in the EEA and registered under the EU CRA Regulation; or (iii) issued by a credit rating agency which is not established in the EEA but which is certified under the EU CRA Regulation, will be disclosed in the relevant Final Terms.

Similarly, UK regulated investors are generally restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation unless (i) the rating is provided by a credit rating agency not established in the UK but which is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation; or (ii) the rating is provided by a credit rating agency not established in the UK but which is certified under the UK CRA Regulation. Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (i) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation; (ii) issued by a credit rating agency which is not established in the UK but will be endorsed by a credit rating agency which is established in the UK and registered under the UK CRA Regulation; or (iii) issued by a credit rating agency which is not established in the UK but which is certified under the UK CRA Regulation, will also be disclosed in the relevant Final Terms.

In Australia, credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act 2001 (Cth) of Australia (the "**Corporations Act**") and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Base Prospectus and anyone who receives this Base Prospectus must not distribute it to any person who is not entitled to receive it.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

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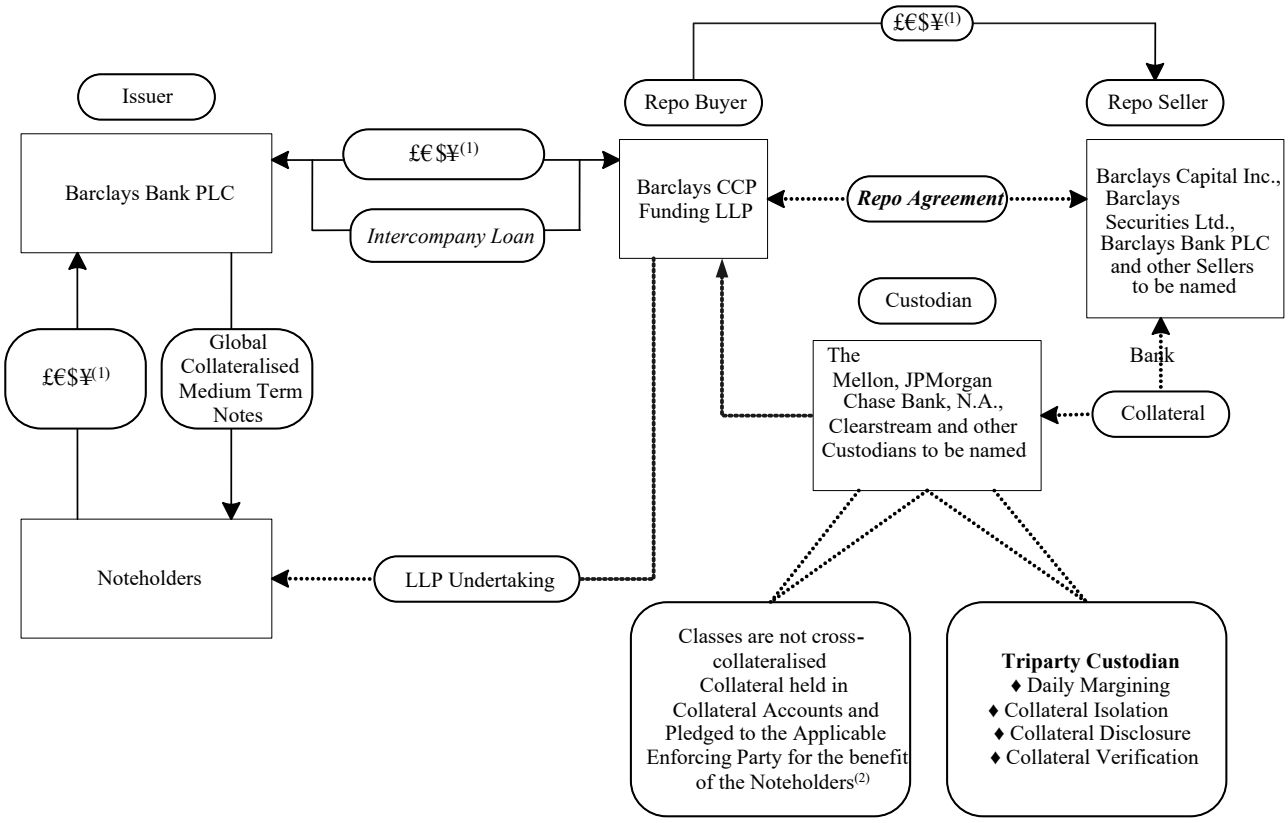
OVERVIEW

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and in the Transaction Documents in respect of Global Collateralised Medium Term Notes. The following constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No. 809/2004 implementing the Prospectus Regulation. Unless otherwise defined, capitalised terms used in this Overview shall have the meaning given to them in the Conditions of the Global Collateralised Medium Term Notes. An "Index of Defined Terms" is included at the end of this Base Prospectus.

STRUCTURE OVERVIEW



(1) or other Eligible Currency

(2) with the exception of Classes in a Shared Collateral Class Group

GLOBAL COLLATERALISED MEDIUM TERM NOTE SERIES OVERVIEW

GENERAL DESCRIPTION

Description:	Barclays Bank PLC has established a programme (the "**Programme**") to issue a variety of securities, including Global Collateralised Medium Term Notes, supported by a limited recourse undertaking by the LLP. This Base Prospectus relates to a global collateralised, multi-currency medium term note series for the issue of Global Collateralised Medium Term Notes (the "**Global Collateralised Medium Term Note Series**") under the Programme. Global Collateralised Medium Term Notes are issued pursuant to the Agency Agreement and the applicable Final Terms. The Global Collateralised Medium Term Note Series will provide financing initially to the Issuer and to BCSL, a UK broker-dealer and subsidiary of the Issuer, and BCI, a US broker-dealer and subsidiary of the Issuer. The Issuer will utilise the proceeds of the issuance of Notes to make advances to the LLP under the Intercompany Loan Agreement. The LLP will utilise the proceeds of each such advance to enter into transactions under one or more Repurchase Agreements with the Issuer, BCSL, BCI and such other Sellers as may be appointed from time to time. The Global Collateralised Medium Term Note Series will have common rights, powers, duties and obligations including (i) the person or persons eligible to enter into a Repurchase Agreement with the LLP and act as a seller thereunder with respect to such Global Collateralised Medium Term Note Series, (ii) the person or persons appointed to act as a secured party (each, an "**Applicable Enforcing Party**") with respect to any Class of such Series, (iii) the document or documents identified as the security documents with respect to such Global Collateralised Medium Term Note Series, which will govern the remedies available to enforce the rights of the Noteholders with respect to such Global Collateralised Medium Term Note Series and (iv) the currencies in which notes of such Global Collateralised Medium Term Note Series may be issued. See also "*Information Relating to the Issuer*" below.
Issuer:	The Bank.
Issuer Legal Entity Identifier:	G5GSEF7VJP5I7OUK5573
Administrator:	The Bank.
Sellers:	Barclays Bank PLC, Barclays Capital Inc. and Barclays Capital Securities Limited. Other Sellers may be added pursuant to the GCMTN Series Documents.
Issue and Paying Agent:	The Bank of New York Mellon, acting through its London branch.
New York Agent and New York Registrar:	The Bank of New York Mellon, acting through its New York branch.
Luxembourg Registrar, Paying Agent and Transfer Agent:	The Bank of New York Mellon S.A./N.V., Luxembourg Branch

Calculation Agent:	The Bank of New York Mellon or any other Calculation Agent appointed pursuant to Section 2.3 of the Agency Agreement.
Dealers:	Barclays Bank PLC and Barclays Capital Inc. Other Dealers may be added pursuant to the Dealer Agreement.
Distribution:	Syndicated or non-syndicated.
Maximum Amount of the Series:	$50,000,000,000 (or its equivalent in other currencies), subject to increase from time to time.
Status of Global Collateralised Medium Term Notes:	Direct, unsubordinated and unsecured obligations of the Issuer ranking equally among themselves and with all its other present and future unsecured and unsubordinated obligations (except for obligations preferred by law). See also "*Status of the LLP Undertaking*" below.
Listing:	On Euronext Dublin and/or other recognised stock exchanges. Unlisted Global Collateralised Medium Term Notes may be issued.
Rating:	Classes of Global Collateralised Medium Term Notes may be rated or unrated. Where a Class of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, or withdrawal at any time by the assigning rating agency.
Expenses and Taxation:	Noteholders must pay all Taxes and/or Settlement Expenses arising from the ownership, transfer, sale, redemption, exercise or cancellation of Global Collateralised Medium Term Notes and/or receipt or transfer of any Redemption Amount. Unless otherwise required by law, all payments on Global Collateralised Medium Term Notes will be made free and clear of, and without withholding or deduction for, any present or future Taxes. Where such withholding or deduction is required by law, the Issuer will, unless otherwise specified in the Conditions of the Global Collateralised Medium Term Notes, pay additional amounts to Noteholders. See also "*Taxation*" below.
Governing Law:	The GCMTN Series Documents are governed by the laws of England and Wales, except that there may be Repurchase Agreements, LLP Undertakings, Security Agreements, a Securities Account Control Agreement and a Deposit Account Control Agreement governed by the laws of the State of New York, and certain Custodial Agreements governed by the laws of the State of New York or by the laws of Luxembourg. The LLP Deed and the Intercompany Loan Agreement are governed by the laws of England and Wales. The Administration Agreement is governed by the laws of the State of New York.
Issue Price:	If the Global Collateralised Medium Term Notes are not interest bearing, par less a discount representing an interest factor, if the

	Global Collateralised Medium Term Notes bear a floating rate of interest, par, and if the Global Collateralised Medium Term Notes bear a fixed rate of interest, par or a discount representing an additional yield component. The price and aggregate amount of Global Collateralised Medium Term Notes to be issued of any Class will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Maturities:	The Global Collateralised Medium Term Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer.
Currencies:	Global Collateralised Medium Term Notes may be issued in any currency permitted under the Agency Agreement.
Minimum denomination of the Global Collateralised Medium Term Notes:	The Global Collateralised Medium Term Notes shall be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and save that the minimum denomination of each Global Collateralised Medium Term Note admitted for trading on a Regulated Market within the European Economic Area or offered to the public in a Member State in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if denominated in a currency other than euro, the equivalent amount in such currency).
Form:	Bearer or registered or dematerialised form and Global Collateralised Medium Term Notes of one form will not be exchangeable for another.
Terms:	Global Collateralised Medium Term Notes of any kind may be issued, including interest bearing and non-interest bearing.
Redemption:	Global Collateralised Medium Term Notes will be redeemed by payment of the principal amount and, in the case of interest bearing Global Collateralised Medium Term Notes, interest.
Settlement:	The Global Collateralised Medium Term Notes will be available for delivery to a common depositary or common safekeeper (as applicable) for Euroclear S.A./N.V. and Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), The Depository Trust Company ("**DTC**"), or to any other recognised clearing system.
Classes:	Classes of the Global Collateralised Medium Term Note Series will be governed by the Final Terms and each Class will have the same terms, including ISIN or CUSIP, as applicable, issuance date, maturity date and Collateral, as set forth in the Final Terms for such Class.
Restricted Securities Collateral Protocol:	If so permitted by the related Final Terms, the Eligible Securities for certain Classes of the Global Collateralised Medium Term Notes may include Securities Collateral the governing documents for which impose restrictions upon its disposition and eligible

transferees (such Securities Collateral, "**Restricted Securities Collateral**"). The Final Terms and/or the Security Agreement relating to such Classes will proscribe certain restrictions on the disposition of such Securities and the liquidation process for such Classes (including the rights of certain Holders of Classes including Restricted Securities Collateral) (such restrictions, the applicable "**Restricted Securities Collateral Protocol**"). See "*Summary of the Transaction Documents—The Security Agreement (English law)*" below for further details and "*Summary of the Transaction Documents—The Security Agreement (English law)—Restricted Securities Collateral Protocol*" for a description of the Restricted Securities Collateral Protocol applicable to Visa B Common Stock.

Certain additional provisions are applicable to the transfer of title to and liquidation of the Restricted Securities Collateral. In particular, certain rights relating to the Restricted Securities Collateral are transferred to the Restricted Collateral Disposition Administrator rather than the Security Trustee and certain actions of the Applicable Enforcing Party are undertaken instead by or at the direction of the Restricted Collateral Disposition Administrator. Moreover, certain additional provisions relating to the disposition of the related Restricted Securities Collateral, the delivery of Acceleration Notices and instructions of Qualified Directing Investors are described in greater detail in "*Summary of Transaction Documents—Security Agreement (English Law)*" and "*Summary of Transaction Documents—Restricted Collateral Disposition Agreement*" below. Such provisions supplement the more general description of the Programme described in this Base Prospectus.

Shared Collateral Class Groups: Each Class of the Global Collateralised Medium Term Notes subject to the same Restricted Securities Collateral Protocol will share in the liquidation proceeds relating to the disposition of each such Class's Class Collateral following an Acceleration Event, details of which are set out under "*Summary of the Transaction Documents—The Security Agreement (English law)*" below.

Programme Documents: The LLP Deed, the Intercompany Loan Agreement and the Administration Agreement, together with any other documents, agreements or instruments executed in connection therewith.

GCMTN Series Documents: The Agency Agreement, the Security Agreements, the Collateral Administration Agreement, the LLP Undertakings, each relevant Repurchase Agreement, the Custodial Agreements, the Dealer Agreement, the Transaction Bank Agreement, the Custody Agreement, the ICPE Collateral Account Agreement, if any, the GCMTN Deed of Covenant, the Credit Support Deed, if any, the Securities Account Control Agreements and the Deposit Account Control Agreement, together with any other documents, agreements or instruments executed in connection therewith.

Selling Restrictions: Offers and sales of the Global Collateralised Medium Term Notes and the distribution of the Offering Documents and other information relating to the Issuer and the Global Collateralised Medium Term Notes, and to the LLP and the LLP Undertakings, are subject to certain restrictions, details of which are set out under "*Selling Restrictions*" below.

LLP UNDERTAKING AND CLASS COLLATERAL

LLP: Barclays CCP Funding LLP is a special purpose entity established as a limited liability partnership in England and Wales. The members of the LLP on the Series Closing Date are the Issuer and the Liquidation Member (as defined herein). One hundred percent of the economic interest in the LLP is owned by Barclays Bank PLC, and the LLP is consolidated with Barclays Bank PLC under applicable international accounting standards.

Liquidation Member: Barclays Shea Limited (the "**Liquidation Member**"). All the Liquidation Member's issued share capital is held by (or by nominees for) Barclays Bank PLC.

Intercompany Loan Agreement: The Issuer has entered into the Intercompany Loan Agreement (as defined herein) with the LLP. Pursuant to the Intercompany Loan Agreement, the Issuer from time to time may make Advances (as defined herein) to provide funding to the LLP for purchase of Eligible Securities under various Repurchase Agreements. A description of the conditions to funding, notices and timing, appears in "*Summary of the Transaction Documents—The Intercompany Loan Agreement*" and "*Summary of the Transaction Documents—The Collateral Administration Agreement—Pre-Acceleration Priority of Payments*" below.

Series amendments: The Administrator may at any time amend or otherwise modify any of the terms of any GCMTN Series Document by complying with certain conditions, but generally without the need for consent of the Noteholders of any Class. See "*Summary of the Transaction Documents—The Collateral Administration Agreement—Amendment of GCMTN Series Documents*" below.

Applicable Enforcing Party: With respect to Collateral for any Class held through the triparty custodial system in the United States, The Bank of New York Mellon, and with respect to Collateral for any Class held through the triparty custodial system in Europe, The Bank of New York Mellon, acting through its London branch, in each case as set forth in the Final Terms for each Class.

Collateral Administrator: The Bank of New York Mellon acting through its London branch, in its capacity as collateral administrator under the Collateral Administration Agreement, together with any replacement or successor collateral administrator appointed from time to time (each, a "**Collateral Administrator**").

Custodians: As the context may require, (i) The Bank of New York Mellon, (A) in its capacity as custodian under the applicable Custodial Undertaking, the CMMA and the ICPE Collateral Account Agreement, if any, together with any replacement or successor custodian appointed from time to time, (B) in its capacity as custodian under the Custody Agreement, together with any replacement or successor custodian appointed from time to time and (C) in its capacity as Master Mortgage Custodian under the BNYM Mortgage Custodial Undertaking, together with any replacement or successor custodian appointed from time to time (ii) Clearstream, Luxembourg, in its capacity as custodian under the CMSA, together with any replacement or successor custodian appointed from time to time, (iii) JPMorgan Bank, N.A., in its capacity as custodian under each Custodial Arrangement, together with any replacement or

successor custodian appointed under that agreement from time to time, (iv) J.P. Morgan SE – Luxembourg Branch (formerly known as, J.P. Morgan Bank Luxembourg S.A.), in its capacity as custodian under the JPM CMSA, together with any replacement or successor custodian appointed under that agreement from time to time, (v) U.S. Bank National Association in its capacity as Master Mortgage Custodian under the U.S. Bank Mortgage Custodial Undertaking, together with any replacement or successor custodian appointed from time to time and/or (vi) any other party appointed by the LLP and a Seller in connection with the Notes and any Repurchase Agreement, together with any replacement or successor custodian appointed from time to time, as the context may require (each, a "**Custodian**").

LLP Undertaking:

The Series is supported by limited recourse payment undertakings by the LLP (i) limited only to the Collateral held on the triparty custodial system in Europe and expressed in the Security Agreement (English Law) as applicable to such Class ("**LLP Undertaking (English Law)**") and (ii) limited only to the Collateral held on the triparty custodial system in the United States and expressed in the Security Agreement (New York Law) as applicable to such Class ("**LLP Undertaking (New York Law)**") and, together with the LLP Undertaking (English Law), the "**LLP Undertakings**" and each an "**LLP Undertaking**" as the context requires). The LLP Undertaking (English Law) was entered into as of the Series Closing Date. The LLP Undertaking (New York Law) was entered into as of the First Amendment Closing Date. Pursuant to the LLP Undertakings, the LLP has undertaken to make full and prompt payment, when a Class is Due for Payment, of all Payment Amounts with respect to each applicable Class of the Global Collateralised Medium Term Notes, which may be less than the amount that would have been due had such Class been paid on its scheduled maturity date in full. A Noteholder's recourse under an LLP Undertaking is limited only to the Collateral expressed in the Security Agreement as applicable to the Class held by such Noteholder and all payments to such Noteholder are limited by and subject to the Pre-Acceleration Priority of Payments summarised under "*Summary of the Transaction Documents—The Collateral Administration Agreement*" and the Post-Acceleration Priority of Payments summarised under "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*."

An Acceleration Event may occur with respect to a Class of Notes secured by the European System Securities Collateral under the Security Agreement (English Law) and with respect to a Class of Notes secured by the US System Securities Collateral under the Security Agreement (New York Law). Therefore, in the event the amount realised upon any liquidation or distribution of Collateral applicable to any Class following an Acceleration Event (as defined herein) is less than the Payment Amount with respect thereto, no holder of the Global Collateralised Medium Term Notes in such Class will have recourse to any other Collateral, including without limitation, any Class Collateral of any other Class, or any excess proceeds derived from the liquidation or distribution of the Class Collateral applicable to any other Class (provided that Classes in a Shared Collateral Class Group will share Class Collateral and the related liquidation proceeds), nor will any such holder have recourse to any of the LLP's assets securing any other Series or its contributed capital. If, following an Acceleration Event, a Global Collateralised

Medium Term Note is accelerated on a date prior to its maturity date, the Payment Amount will not include interest accruing (or discount accreting) for any period after the applicable Acceleration Date. See "*Summary of the Transaction Documents—The LLP Undertakings*" below.

The Security Agreement:

To secure the LLP's obligations to the Secured Creditors, whose Collateral for any Class is held through the triparty custodial system in Europe, the LLP and the Security Trustee have entered into an English law governed security agreement, dated as of the Series Closing Date. To secure the LLP's obligations (if any) to the Secured Creditors, whose Collateral for any Class is held through the triparty custodial system in the United States, the LLP and the Collateral Agent entered into a New York law governed security agreement, dated as of the First Amendment Closing Date, as may be amended and restated on the Second Amendment Closing Date. For the avoidance of doubt, the LLP Undertaking in relation to a Class of Notes will be secured by either European System Securities Collateral or US System Securities Collateral.

Security Agreement (English Law):

Pursuant to the Security Agreement (English Law), the LLP shall transfer to the Security Trustee collateral that constitutes Financial Collateral and shall assign all other collateral (other than collateral transferred pursuant to any other title transfer agreement, such as the Title Transfer Side Letter entered into by the same parties to the Security Agreement (English Law) (the "**Title Transfer Side Letter**")) held in a European triparty system to the Security Trustee as an Applicable Enforcing Party, in each case for the benefit of the European System Secured Creditors of such Class. References herein to the Security Agreement (English Law) shall also be interpreted to include references to the Title Transfer Side Letter and other similar security interest arrangements. The Security Trustee is authorised to pursue remedies under the Security Agreement (English Law) on behalf of the applicable European System Secured Creditors, and Noteholders are not permitted to pursue remedies directly against the LLP or the Seller, or to liquidate the collateral. The Security Agreement (English Law) also sets forth the priority of payments with respect to European System Class Collateral after the occurrence of an Acceleration Event for a Class. For a more detailed description of the Security Agreement (English Law), the remedies available to the Security Trustee, and the European System Post-Acceleration Priority of Payments, see "*Summary of the Transaction Documents—The Security Agreement (English Law)*" below.

Any European System Qualified Directing Investor will be entitled to certain additional remedies beyond those set forth above. See "*Summary of the Transaction Documents—The Security Agreement (English Law)—Qualified Directing Investors*" below.

Pursuant to the Title Transfer Side Letter, the LLP transfers and agrees to transfer by way of absolute assignment to the Security Trustee to hold on trust for the Relevant Secured Creditors that are European System Secured Creditors all of the LLP's legal and beneficial rights in, to and under (a) the Collateral Account held by Clearstream, Luxembourg as Custodian, the TB Source Account, and the credit balances on, and indebtedness represented by, them and including all securities, cash or other property from time to time credited thereto or therein; and (b) obligations of Clearstream, Luxembourg under the Undertaking and Side Agreement with

respect to the Collateral Management Service Agreement for Collateral Receiver and the Transaction Bank Relationship Management Agreement and related side letter (the "**Clearstream Rights and Collateral**").

Security Agreement (New York Law): Pursuant to the Security Agreement (New York Law), the LLP grants a security interest to the Collateral Agent as an Applicable Enforcing Party in the applicable collateral held in a US triparty system for the benefit of the US System Secured Creditors of such Class of the Global Collateralised Medium Term Notes. The Collateral Agent is authorised to pursue remedies under the Security Agreement (New York Law) on behalf of the applicable US System Secured Creditors, and Noteholders are not permitted to pursue remedies directly against the LLP or the Seller, or to liquidate the collateral secured by the Security Agreement (New York Law). The Security Agreement (New York Law) also sets forth the priority of payments with respect to the US System Class Collateral after the occurrence of an Acceleration Event. For a more detailed description of the Security Agreement (New York Law), the remedies available to the Collateral Agent, and the US System Post-Acceleration Priority of Payments, see "*Summary of the Transaction Documents—The Security Agreement (New York Law)*" below.

Any US System Qualified Directing Investor will be entitled to certain additional remedies beyond those set forth above. See "*Summary of the Transaction Documents—The Security Agreement (New York Law)—Qualified Directing Investors*" below.

Status of the LLP Undertakings: The obligations of the LLP under the LLP Undertakings constitute direct, unsubordinated and secured limited recourse obligations of the LLP.

A Noteholder's recourse under an LLP Undertaking is limited only to the Collateral expressed in the Security Agreement as applicable to the Class held by such Noteholder and all payments to such Noteholder are limited by and subject to the Pre-Acceleration Priority of Payments summarised under "*Summary of the Transaction Documents—The Collateral Administration Agreement*" below.

Therefore, in the event the amount realised upon any liquidation or distribution of Collateral applicable to any Class following an Acceleration Event for such class is less than the Payment Amount with respect thereto, no holder of the Global Collateralised Medium Term Notes in such Class will have recourse to any other Collateral, including without limitation, any Class Collateral of any other Class, or any excess proceeds derived from the liquidation or distribution of the Class Collateral applicable to any other Class (provided that Classes in a Shared Collateral Class Group will share Class Collateral and the related liquidation proceeds), nor will any such holder have recourse to any of the LLP's assets securing any other Series or its contributed capital. If, following an Acceleration Event, a Global Collateralised Medium Term Note is accelerated on a date prior to its maturity date, the Payment Amount will not include interest accruing (or discount accreting) for any period after the applicable Acceleration Date.

Issuer Event of Default:

Each of the following events constitutes an "**Issuer Event of Default**" with respect to the Global Collateralised Medium Term Notes:

(a) the Issuer fails to pay any portion of the face amount or principal or interest, if any, with respect to any of the Global Collateralised Medium Term Notes on the due date with respect thereto;

(b) the occurrence of a Repurchase Event of Default under any Repurchase Agreement between the LLP and the Issuer; or

(c) the occurrence of an Insolvency Event with respect to the Issuer.

The Issuer will be prohibited from issuing any new Class of Global Collateralised Medium Term Notes if an Issuer Event of Default or potential Issuer Event of Default has occurred and is continuing. The occurrence of an Issuer Event of Default by itself does not necessarily give rise to an Acceleration Event or result in the acceleration of the Global Collateralised Medium Term Notes. For a description of the remedies that are available following the occurrence of an Acceleration Event, see "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*" below.

LLP Event of Default:

Each of the following events constitutes an "**LLP Event of Default**" with respect to the Global Collateralised Medium Term Notes:

(a) the occurrence of an Insolvency Event with respect to the LLP; or

(b) commencement of winding-up proceedings against the LLP in accordance with the applicable provisions of the LLP Deed.

The Issuer will be prohibited from issuing any new Class of Global Collateralised Medium Term Notes if an LLP Event of Default or potential LLP Event of Default has occurred and is continuing. The occurrence of an LLP Event of Default automatically gives rise to an Acceleration Event and results in acceleration of the Global Collateralised Medium Term Notes. For a description of the remedies that are available following the occurrence of an Acceleration Event, see "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*" below.

Enforcement:

Upon the occurrence of an LLP Event of Default or any other Acceleration Event with respect to any Class of which it has actual knowledge or written notice, the Applicable Enforcing Party will be required to give a written Acceleration Notice to the Issuer and the LLP to the effect that, as against the Issuer and the LLP under the applicable LLP Undertaking, each applicable Class is, and each Class will thereupon immediately become, due and payable at its respective principal amount outstanding (including accreted discount) together with accrued interest, if any, through the date of repayment.

Global Collateralised Medium

Term Note Priority: All amounts received by the Applicable Enforcing Party upon realisation of, or enforcement with respect to, the security constituted by or pursuant to the security documents in respect of the Series shall be applied in accordance with the order set out in the section entitled "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*" below, unless otherwise specified in the applicable Final Terms.

Taxation in respect of the

LLP Undertaking: Should any payment in respect of the Global Collateralised Medium Term Notes, whether by the LLP under the LLP Undertakings or by the Issuer, be made subject to any deduction or withholding on account of any Taxes, the LLP will not be obliged to pay any additional amounts in respect of any such deducted or withheld payment.

REPURCHASE TRANSACTIONS

Overview: Pursuant to the Repurchase Agreements, the LLP and the Sellers will enter into separate transactions (each, a "**Repurchase Transaction**"), each consisting of an agreement of the LLP to purchase Eligible Securities from the applicable Seller for cash, with a simultaneous agreement by such Seller to purchase equivalent Eligible Securities from the LLP on a specified Repurchase Date for cash. In addition, the applicable Seller is obligated to post mark-to-market/variation margin to maintain the required level of margin to secure its obligations under each Repurchase Transaction.

In connection with the issuance of a Class, the Issuer will issue Global Collateralised Medium Term Notes, and advance the proceeds of such issuance under the Intercompany Loan Agreement to the LLP, and the LLP will enter into one or more new Repurchase Transactions.

The Eligible Securities purchased under each Repurchase Transaction will be maintained in separate Collateral Accounts for each Class or maintained separately on the books and records of the related Custodian. The applicable Final Terms for each Class will specify the Eligible Securities and each applicable Custodian related to such Class.

The LLP will use the proceeds of each such Advance to pay the Purchase Price for the related Eligible Securities under each Repurchase Transaction related to such Advance and entered into on such day. The Repurchase Transactions are intended to generally match the economic terms, including the tenor, rate of interest and collateral eligibility, of the Class issued by the Issuer which provided the source of funds for the LLP to enter into and perform its obligations thereunder. Notwithstanding the foregoing, for any Class for which the LLP has entered into a Repurchase Transaction under New York law, the maturity of the related Repurchase Transaction(s) may be shorter than the term of such Class. For each of these Classes, the LLP will continue to enter into one or more new Repurchase Transactions in order to cause the related Repurchase Transaction (in the aggregate) to generally match the economic

terms of each such Class of Global Collateralised Medium Term Notes.

Eligible Securities: The Final Terms for any Class will define what types of securities are permitted to be Purchased Securities (such permitted securities for any Class, the "**Eligible Securities**"), under any applicable Repurchase Transaction related to such Class. For each Repurchase Transaction, the Eligible Securities set forth in the related Final Terms will be included in the related confirmation. See further the section entitled "*Summary of the Transaction Documents—Repurchase Agreements*" below.

Margin Maintenance: On each day on which banks are generally open for business in both London and New York (a "**Business Day**"), the applicable Custodian will determine whether a Transaction Exposure (as defined herein) in the form of a Margin Deficit or a Margin Excess exists under any applicable Repurchase Transaction. In calculating Transaction Exposures, each Custodian will perform its calculations with respect to each applicable outstanding Repurchase Transaction separately, such that a Transaction Exposure in favour of the LLP (i.e. a Margin Excess) with respect to any one Repurchase Transaction will not be deemed to cure a Transaction Exposure in favour of the Seller (i.e. a Margin Deficit) on any other Repurchase Transaction (except with respect to more than one Repurchase Transaction relating to a single Class or Shared Collateral Class Group). Each of the LLP and the applicable Seller is obligated to cure any Transaction Exposure that exists under any Repurchase Transaction by delivering cash or Eligible Securities to the applicable Custodian on behalf of the LLP or the Seller (as applicable). The LLP will only be required to deliver cash to the extent that it has previously received cash from the Seller to cure a Transaction Exposure. The LLP and each Seller may agree that no transfers to eliminate Transaction Exposures are required if the amount to be transferred is less than $100,000 or the Base Currency equivalent thereof converted at the Spot Rate; provided, that, with respect to Repurchase Transactions relating to Restricted Securities Collateral, the threshold amount to eliminate Transaction Exposures shall be 2.0% of the Repurchase Price. See further the section entitled "*Summary of the Transaction Documents—Repurchase Agreements*" and "*Summary of the Transaction Documents—Custodial Agreements*" below.

If the Issuer and the LLP have entered into a Credit Support Deed with respect to one or more applicable Sellers to the Global Collateralised Medium Term Note Series, following the occurrence of any Repurchase Event of Default where the applicable Seller (other than the Issuer or BCSL) is the defaulting party under the applicable Repurchase Agreement, the Issuer may (if no Acceleration Event has occurred as of such time) at any time during the Election Period provide written notice to the Applicable Enforcing Party, the Collateral Administrator and the applicable Custodian that it elects to transfer cash or Eligible Securities under the Credit Support Deed, having a market value (calculated in accordance with the Repurchase Agreement to which such Class Collateral relates or if an Issuer Collateral Posting Election has been made in connection with to which such Class Collateral, in accordance with the related Credit Support Deed) (the "**Market Value**") equal to any Margin Deficit that arises from time to time under all Repurchase Transactions related to the applicable Repurchase Agreement (the "**Issuer Collateral Posting Election**").

See further the section entitled "*Summary of the Transaction Documents—Credit Support Deed*" below.

The Collateral Eligibility Statement for certain Classes may apply negative margin percentages to the Market Value of some or all of the Eligible Securities collateralising such Class (such Classes, *"Negative Margin Classes"*). Accordingly, the aggregated Market Value of the Class Collateral for such Class will be less than the Payment Amount owing to the related Noteholder. This shortfall between the market value of the Collateral securing such Negative Margin Class and the amounts due to the related Noteholders is intentional and its existence does not mean that any Margin Deficit, Transaction Exposure or Repurchase Event of Default exists with respect to such Negative Margin Class.

Repurchase Events of Default:

Each Repurchase Agreement with a Seller shall set forth customary events of default (each, a "**Repurchase Event of Default**") which shall include, among other things, the Seller or the LLP's failure to pay when due amounts due to be paid by it under the applicable Repurchase Agreement, an Act of Insolvency, failure to maintain margin, incorrect or untrue representations by the Seller, and the Seller's inability to perform its obligations.

Upon the occurrence of a Repurchase Event of Default, all of the Repurchase Transactions under the applicable Repurchase Agreement with such Seller will, at the nondefaulting party's option (which option will be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), be accelerated. Accordingly, a failure to perform with respect to one Repurchase Transaction may result in a Repurchase Event of Default, which would accelerate all Repurchase Transactions under the applicable Repurchase Agreement with such Seller. As described in "*Summary of the Transaction Documents—Repurchase Agreements*" below, the failure of the applicable Seller to make any payment or delivery referred to in the applicable Repurchase Agreement in respect of any Repurchase Transaction will not be a Repurchase Event of Default if such failure arises solely by reason of an error or omission of an administrative or operational nature made by such Seller or the applicable Custodian, subject to the satisfaction of certain conditions.

Furthermore, the Issuer will be prohibited from issuing any new Class supported by a Repurchase Agreement with such Seller if a Repurchase Event of Default with respect to any applicable Repurchase Transaction related to any Class has occurred. For a description of the remedies that are available following the occurrence of a Repurchase Event of Default, see "*Summary of the Transaction Documents—Repurchase Agreements*" below. The occurrence of a Repurchase Event of Default by itself does not, however, necessarily give rise to an Acceleration Event or result in the acceleration of the Global Collateralised Medium Term Notes. For a description of the circumstances giving rise to an Acceleration Event and the acceleration of the Global Collateralised Medium Term Notes, see "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*" below.

Acceleration Event:

Each of the following events constitutes an Acceleration Event with respect to a Class of the Global Collateralised Medium Term Notes:

(a) the occurrence of an LLP Event of Default; or

(b) (x) the occurrence of a Repurchase Event of Default with respect to any Seller under a Repurchase Transaction related to such Class and (y) the occurrence of any of the following:

(i) for any Seller in respect of which an Issuer Collateral Posting Election could be exercised, the Issuer Collateral Posting Election is not validly exercised by the Issuer in accordance with the terms of the relevant Credit Support Deed by 11:00 a.m. (London time) or 11:00 a.m. (New York time), as applicable, on the Business Day following the occurrence of a Repurchase Event of Default with respect to such Seller;

(ii) for any Seller in respect of which an Issuer Collateral Posting Election could be exercised, the Issuer exercises the Issuer Collateral Posting Election and fails to post margin in accordance with the terms of the relevant Credit Support Deed; or

(iii) the occurrence of an Issuer Event of Default.

Upon the occurrence of an Acceleration Event for a Class, the Global Collateralised Medium Term Notes of such Class will be accelerated and the LLP's obligations under the LLP Undertaking with respect to such Global Collateralised Medium Term Notes will similarly be accelerated. In connection therewith, the Applicable Enforcing Party will promptly commence realisation upon the Collateral for such Class, in accordance with the Security Agreement. For a detailed description of the remedies that are available following the occurrence of an Acceleration Event, see "*Summary of the Transaction Documents—The LLP Undertakings*" below.

Mortgage Repo Classes:

In connection with the Programme, the Issuer may from time to time issue Classes of Global Collateralised Medium Term Notes supported by a limited recourse undertaking by the LLP, the related Class Collateral for which includes or is constituted by residential or commercial mortgage loans (each such Class, a "**Mortgage Repo Class**"). Further information relating to such Mortgage Repo Classes is set forth on Exhibit I to this Base Prospectus. *See* "*Exhibit I—Overview—Mortgage Repo Classes*".

RISK FACTORS

An investment in the Notes involves certain risks, including risks relating to the Collateral for any Class and risks relating to the structure and rights of such Notes and the related arrangements. An investment should be undertaken only by investors capable of evaluating the merits and risks of the Notes and bearing the risks an investment in them represents. Prospective investors should carefully consider the following factors in addition to the matters set forth elsewhere in this Base Prospectus, prior to investing in any Notes. The Bank believes that the factors described below represent the principal risks inherent in investing in the Notes and the risks relating to the Issuer, the LLP and the Collateral for any Class. The considerations set out below in respect of the Notes are not, and are not intended to be, a comprehensive list of all considerations relevant to a decision to purchase or hold the Notes. Additional risks and uncertainties not presently known to the Bank or that it currently believes to be immaterial could also have a material impact on its business operations and on the Notes. If prospective investors are in doubt about the contents of this Base Prospectus, then they should consult with an appropriate professional adviser to make their own legal, tax, accounting and financial evaluation of the merits and risk of investment in the Notes.

Additional risks relating to Mortgage Repo Classes are set forth on Exhibit I to this Base prospectus. See "Exhibit I—Additional Risk Factors Relating to Mortgage Assets".

RISKS RELATING TO THE BANK AND THE GROUP

Material existing and emerging risks to the Barclays Bank Group's future performance

The Barclays Bank Group has identified a broad range of risks to which its businesses are exposed. Material risks are those to which senior management pay particular attention and which could cause the delivery of the Barclays Bank Group's strategy, results of operations, financial condition and/or prospects to differ materially from expectations. Emerging risks are those which have unknown components, the impact of which could crystallise over a longer time period. In addition, certain other factors beyond the Barclays Bank Group's control, including escalation of global conflicts, acts of terrorism, natural disasters, pandemics and similar events, although not detailed below, could have a similar impact on the Barclays Bank Group.

Material existing and emerging risks potentially impacting more than one principal risk

1. **Business conditions, general economy and geopolitical issues**

The Barclays Bank Group's operations are subject to changes in global and local economic and market conditions, as well as geopolitical developments, which may have a material impact on the Barclays Bank Group's business, results of operations, financial condition and prospects.

A deterioration in global or local economic and market conditions may result in (among other things): (i) deteriorating business, consumer or investor confidence and lower levels of investment and productivity growth, which in turn may lead to lower customer and client activity, including lower demand for borrowing; (ii) higher default rates, delinquencies, write-offs and impairment charges as borrowers struggle with their debt commitments; (iii) subdued asset prices, which may impact the value of any collateral held by the Barclays Bank Group and require the Barclays Bank Group and its customers to post additional collateral in order to satisfy margin calls; (iv) mark-to-market losses in trading portfolios resulting from changes in factors such as credit ratings, share prices and solvency of counterparties; and (v) revisions to calculated expected credit losses ("**ECLs**") leading to increases in impairment allowances. In addition, the Barclays Bank Group's ability to borrow from other financial institutions or raise funding from external investors may be affected by deteriorating economic conditions and market disruption.

Geopolitical events can also cause financial instability and affect economic growth. In particular:

- Global gross domestic product ("**GDP**") growth in 2023 was severely hampered by inflationary pressures resulting from: (a) restricted labour markets, industrial disputes and upward pressure on employment costs; (b) high energy prices intensified by the conflicts in Ukraine and the Middle East; and (c) resilient consumer spending, particularly on services, funded by drawing household savings. High inflation has led to the on-going 'cost of living' pressures in much of the world, including in the United Kingdom ("**UK**").

- In response to persistent inflation, 2023 saw central banks continue to tighten monetary policy through raising interest rates and exercising quantitative tightening.

- While markets are forecasting that rates are at or near their cycle peak and inflation has begun to ease back (albeit remaining well above central banks' targets), economies in which the Barclays Bank Group operates are vulnerable to recession risk in 2024. Such risk is heightened by the turbulent geopolitical outlook and volatile market conditions with these factors acting as a drag on potential global economic growth. Higher mortgage rates, rising taxes, elevated bond yields, depleted household savings, higher corporate insolvencies, and rising unemployment have potentially negative implications for the Barclays Bank Group's performance, including increased impairment allowances.

- The loss of 'the presumption of compliance' is widely reported to have raised costs for UK customers exporting to the EU which, together with the risk of regulatory divergence between the UK and the EU, could adversely impact both the Barclays Bank Group's EU and UK operations.

- Further, any trading disruption between the EU and the UK may have a significant impact on economic activity in the EU and the UK which, in turn, could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

- Unstable economic conditions could result in (among other things):

    - a deeper slowdown in the UK and/or one or more member states of the EU in which the Barclays Bank Group operates, with lower growth, higher unemployment and a greater fall in property prices, which could lead to increased impairments in relation to a number of the Barclays Bank Group's portfolios (including, but not limited to, its unsecured lending portfolio (including credit cards) and commercial real estate exposures);

    - increased market volatility (in particular in currencies and interest rates), which could impact the Barclays Bank Group's trading book positions and affect the underlying value of assets in the banking book and securities held by the Barclays Bank Group for liquidity purposes. In addition, depositor perceptions of banking fragility as seen in certain institutions in 2023 could increase the severity and velocity of deposit outflows, impacting the Barclays Bank Group's liquidity position;

    - a credit rating downgrade for one or more members of the Barclays Bank Group (either directly or indirectly as a result of a downgrade in the UK sovereign credit ratings), which could significantly increase the Barclays Bank Group's cost of funding and/or reduce its access to funding, widen credit spreads and have a material adverse impact on the Barclays Bank Group's interest margins and liquidity position; and/or

    - a market-wide widening of credit spreads or reduced investor appetite for the Barclays Bank Group's debt securities, which could negatively impact the Barclays Bank Group's cost of and/or access to funding.

- A significant proportion of the Barclays Bank Group's portfolio is located in the United States ("**US**"), including a major credit card portfolio and a range of corporate and investment banking exposures. Political instability and/or increased polarisation ahead of the 2024 elections together with the possibility of significant changes in US policy in certain sectors may negatively impact the Barclays Bank Group's associated portfolios. Stress in the US economy, weakening GDP and associated exchange rate fluctuations, heightened political and/or trade tensions (such as between the US and China), and unemployment could lead to higher levels of impairment, which may have a material adverse effect on the Barclays Bank Group's results of operations and profitability.

- An escalation in geopolitical tensions or increased use of protectionist measures (such as the US and China implementing reciprocal trade tariffs and/or outright export bans on specific products and/or in specific sectors) may have a material adverse effect on the Barclays Bank Group's business in the affected regions.

- In China, a significant global economy, the property market slump, shrinking exports, and weakened currency (and resulting capital outflows) have caused an economic slowdown and with deflation a real risk. The high levels of debt, particularly in the property sector, remain a concern given the high leverage

multiples, despite government and regulatory action. Any property shock risks contaminating the financial sector and precipitating a wider banking crisis. A shift away from market-based reforms towards state led initiatives to stimulate the economy could damage private-sector confidence and economic growth.

- High US interest rates and a potential global slow-down in demand for natural resources means an economic deterioration in emerging markets still remains a risk. This could have a material adverse effect on the Barclays Bank Group's results from operations if these stresses lead to higher impairment charges from a deterioration in sovereign or corporate creditworthiness.

2. **New strains of COVID-19**

Reduced vaccine efficacy could impact the Barclays Bank Group's ability to conduct business in the jurisdictions in which it operates through disruptions to: (i) infrastructure and supply chains, (ii) business processes and technology services provided by third parties and (iii) the availability of staff due to illness. These interruptions to business may be detrimental to customers (who may seek reimbursement from the Barclays Bank Group for costs and losses incurred as a result of such interruptions), and result in potential litigation costs (including regulatory fines, penalties and other sanctions), as well as reputational damage. It may also have the effect of increasing the likelihood and/or magnitude of other risks described herein (with consequential impairment charge volatility) or may pose other risks which are not presently known to the Barclays Bank Group or not currently expected to be significant to the Barclays Bank Group's profitability, capital and liquidity.

Any and all such events mentioned above could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition, prospects, liquidity, capital position and credit ratings (including potential credit rating agency changes of outlooks or ratings), as well as on the Barclays Bank Group's customers, employees and suppliers.

3. **The impact of interest rate changes on the Barclays Bank Group's profitability**

Changes to interest rates are significant for the Barclays Bank Group, especially given the uncertainty as to the size and frequency of such changes, particularly in the Barclays Bank Group's main markets of the UK, the US and the EU.

Interest rate rises result in higher funding costs either due to higher refinancing costs or due to deposit balance mix changes as customer prefer higher rate deposits. Interest rate rises however may positively impact the Barclays Bank Group's profitability as retail and corporate business net interest income (that is, the difference between lending income and borrowing costs) increases as observed during the interest rate rises in 2023. However, interest rates rises that are larger or more frequent than expected, particularly when combined with inflationary pressures and reduced affordability, could lead to weaker than expected growth and higher unemployment, leading to higher credit losses and increased impairment charges. Interest rate cuts may reduce net interest margins and adversely affect profitability.

Changes in interest rates may also adversely impact the value of the securities held in the Barclays Bank Group's liquid asset portfolio. Consequently, this could create capital volatility through the Barclays Bank Group's fair value through other comprehensive income ("**FVOCI**") reserve.

4. **Competition in the banking and financial services industry**

The Barclays Bank Group operates in a highly competitive environment in which it must evolve and adapt to significant changes as a result of regulatory reform, technological advances, increased public scrutiny, prevailing market environment and changes to economic conditions. The Barclays Bank Group expects that competition in the financial services industry will continue to be intense and may have a material adverse effect on the Barclays Bank Group's future business, results of operations, financial condition and prospects.

New competitors in the financial services industry continue to emerge. Technological advances and the growth of e-commerce have made it possible for non-banks to offer products and services that traditionally were banking products such as electronic securities trading, payments processing and online automated algorithmic-based investment advice. Furthermore, payments processing and other services could be significantly disrupted by technologies, such as blockchain (used in cryptocurrency systems) and "buy now pay later" lending, both of which are currently subject to lower levels of regulatory oversight compared to many activities undertaken by banks. Furthermore, the introduction of central bank digital currencies could have significant impact on the banking

system and the role of commercial banks by disrupting the current provision of banking products and services. This disruption could allow new competitors, some previously hindered by banking regulation (such as certain FinTechs), to provide customers with access to banking facilities and increase the disintermediation of banking services.

New technologies and changing consumer behaviour have previously required, and could continue to require, the Barclays Bank Group to incur additional costs to modify or adapt its products or make additional capital investments in its businesses to attract and retain clients and customers or to match products and services offered by its competitors, including technology companies.

Ongoing or increased competition and/or disintermediation of banking services may put pressure on the pricing of the Barclays Bank Group's products and services, which could reduce the Barclays Bank Group's revenues and profitability, or may cause the Barclays Bank Group to lose market share, particularly with respect to traditional banking products such as deposits, bank accounts and mortgage lending. This competition may be on the basis of the quality and variety of products and services offered, transaction execution, innovation, reputation and/or price. These factors may be exacerbated by further industry wide initiatives to address access to banking. The failure of any of the Barclays Bank Group's businesses to meet the expectations of clients and customers, whether due to general market conditions, underperformance, a decision not to offer a particular product or service, branch closures, changes in client and customer expectations or other factors, could affect the Barclays Bank Group's ability to attract or retain clients and customers. Any such impact could, in turn, reduce the Barclays Bank Group's revenues.

5. **Regulatory change agenda and impact on business model**

The Barclays Bank Group’s businesses are subject to ongoing regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies, voluntary codes of practice and interpretations of the foregoing in the UK, the US, the EU and the other markets in which it operates. Many regulatory changes that are relevant to the Barclays Bank Group’s business may have an effect beyond the country in which they are enacted, either because the Barclays Bank Group’s regulators deliberately enact regulation with extra-territorial effect or its global operations mean that the Barclays Bank Group gives effect to local laws and regulations on a wider basis.

In recent years, regulators and governments have focused on reforming both the prudential regulation of the financial services industry and the ways in which the business of financial services is conducted. Measures taken include enhanced capital, liquidity and funding requirements, the structural separation or prohibition of certain activities by banks, changes in the operation of capital markets activities, the introduction of tax levies and transaction taxes, changes in compensation practices and more detailed requirements on how business is conducted and customers are treated. The governments and regulators in the UK, the US, the EU or elsewhere may intervene further in relation to areas of industry risk already identified, or in new areas, which could adversely affect the Barclays Bank Group.

Current and anticipated areas of particular focus for the Barclays Bank Group’s regulators, where regulatory changes could have a material effect on the Barclays Bank Group’s business, financial condition, results of operations, prospects, capital position, and reputation include, but are not limited to:

- the increasing focus by regulators, international bodies, organisations and unions on how institutions conduct business, particularly with regard to the delivery of fair outcomes for customers, promoting effective competition in the interests of consumers and ensuring the orderly and transparent operation of global financial markets, including the new Consumer Duty in the UK and measures resulting from ongoing thematic reviews into the workings of the retail, small and medium enterprises and wholesale banking sectors and the provision of financial advice to consumers;

- the implementation of any conduct measures as a result of regulators’ focus on organisational culture, employee behaviour and whistleblowing;

- the demise of certain benchmark interest rates and the transition to new risk-free reference rates (as discussed further under ‘*vi) Impact of benchmark interest rate reforms on the Barclays Bank Group*’ below);

- reviews of regulatory frameworks applicable to the wholesale financial markets, including reforms and other changes to conduct of business, listing, securitisation and derivatives related requirements;

- the focus globally on technology adoption and digital delivery, including the use of artificial intelligence ("**AI**"), digital assets and digital money (including central bank digital currencies), financial technology risks, payments and related infrastructure, operational resilience and cybersecurity. This also includes the introduction of new and/or enhanced regulatory standards in these areas, underpinned by customer protection principles;

- increasing regulatory expectations of firms around governance and risk management frameworks, particularly for the management of climate change and other environmental, social and governance ("**ESG**") risks, enhanced ESG disclosure and reporting obligations, and proposals for a new regulatory framework on diversity and inclusion in the UK;

- the continued evolution of the UK's regulatory framework following the UK's withdrawal from the EU, particularly following the introduction of the Financial Services and Markets Act 2023 ("**FSMA 2023**") which provides for the revocation of retained EU law relating to financial services and the UK financial services regulatory reform agenda announced in December 2022, and similarly regarding the access of UK and other non-EU financial institutions to EU markets;

- the implementation of the reforms to the Basel III package, which includes changes to the risk-weighted assets ("**RWA**") approaches to credit risk, market risk, counterparty risk, operational risk, and credit valuation adjustments and the application of RWA floors and the leverage ratio;

- the implementation of more stringent capital, liquidity and funding requirements;

- the incorporation of climate change within the global prudential framework, including the transition risks resulting from a shift to a low carbon economy and its financial effects;

- proposed reforms to the UK ring-fencing regime, which requires the separation of core banking operations for retail and small and medium enterprise depositors from other wholesale and investment banking operations;

- the reform of corporate criminal liability in the Economic Crime and Corporate Transparency Act 2023, which includes a failure to prevent fraud offence;

- increasing requirements to detail management accountability within the Barclays Bank Group (for example, the requirements of the Senior Managers and Certification Regime in the UK and similar regimes elsewhere that are either in effect or under consideration/implementation), as well as requirements relating to executive remuneration;

- changes in national or supra-national requirements regarding the ability to offshore or outsource the provision of services and resources or transfer material risk or data to companies located in other countries, which could impact the Barclays Bank Group's ability to implement globally consistent and efficient operating models;

- financial crime, fraud and market abuse standards and increasing expectations for related control frameworks, to ensure firms are adapting to new threats and are protecting customers from cyber-enabled crime;

- the application and enforcement of economic sanctions including those with extra-territorial effect and those arising from geopolitical tensions;

- requirements flowing from arrangements for the resolution strategy of the Barclays Group and its individual operating entities (including the Barclays Bank Group) that may have different effects in different countries;

- the increasing regulatory expectations and requirements relating to various aspects of operational resilience, including an increasing focus on the response of institutions to operational disruptions and reviews of the role of critical third party providers;

- continuing regulatory focus on data privacy, including the collection and use of personal data, and protection against loss and unauthorised or improper access;

- the regulatory focus on policies and procedures for identifying and managing cybersecurity risks, cybersecurity governance and the corresponding disclosure and reporting obligations;

- continuing regulatory focus on the effectiveness of internal controls and risk management frameworks, as evidenced in regulatory fines and other measures imposed on the Barclays Bank Group and other financial institutions; and

- recent proposals in the US Card market impacting consumer late fee assessment.

For further details on the regulatory supervision of, and regulations applicable to, the Barclays Bank Group, refer to the “Supervision and regulation” section of the 2023 20-F.

6. **Impact of benchmark interest rate reforms on the Barclays Bank Group**

Global regulators have been driving international efforts to reform benchmarks and indices, which are used to determine the amounts payable under a wide range of transactions to increase reliability and robustness. These reforms have resulted in significant changes to the methodology and operation of certain benchmarks and indices, the adoption of alternative risk-free reference rates ("**RFRs**"), the discontinuation of certain benchmarks and the introduction of implementing legislation and regulations.

Specifically, certain London Interbank Offered Rate ("**LIBOR**") tenors have either ceased or became permanently unrepresentative, with synthetic 3-month GBP LIBOR ceasing to be published at the end of March 2024 and synthetic 1-, 3- and 6-month USD LIBOR settings intended to cease being published at the end of September 2024. Notwithstanding these developments, given the unpredictable consequences of benchmark reform, any of these developments could have an adverse impact on market participants, including the Barclays Bank Group, in respect of any financial instruments linked to, or referencing, any of these benchmarks.

Uncertainty associated with such potential changes, including the availability and/or suitability of alternative RFRs, the participation of customers and third party market participants in the transition process, challenges with respect to required documentation changes, and impact of legislation to deal with certain legacy contracts that cannot convert into or add fall-back RFRs before cessation of the benchmark they reference, may adversely affect a broad range of transactions (including any securities, loans and derivatives which use an affected benchmark to determine an amount payable which are included in the Barclays Bank Group's financial assets and liabilities) that use these benchmarks and indices, and present several risks for the Barclays Bank Group, including but not limited to:

- **Compliance risk**: in undertaking actions to transition away from using certain benchmarks to new alternative RFRs, the Barclays Bank Group faces conduct risks. These may lead to customer complaints, regulatory sanctions or reputational impact if the Barclays Bank Group is considered to be (among other things): (i) undertaking market activities that are manipulative or create a false or misleading impression; (ii) misusing sensitive information and not identifying or appropriately managing or mitigating conflicts of interest; (iii) providing customers with inadequate advice, misleading information, unsuitable products or unacceptable service; (iv) not taking a consistent approach to remediation for customers in similar circumstances; (v) unduly delaying the communication and migration activities in relation to client exposures, leaving them insufficient time to prepare; or (vi) colluding or inappropriately sharing information with competitors.

- **Litigation risk**: members of the Barclays Bank Group may face legal proceedings, regulatory investigations and/or other actions or proceedings regarding (among other things): (i) the conduct risks identified above, (ii) the interpretation and enforceability of provisions in contracts and securities linked to a relevant benchmark, and (iii) the Barclays Bank Group's preparation and readiness for the replacement of benchmarks which have ceased or will shortly cease to be published with alternative RFRs.

- **Financial risk**: the valuation of certain of the Barclays Bank Group's financial assets and liabilities may change. Moreover, transitioning to alternative RFRs may impact the ability of members of the Barclays Bank Group to calculate and model amounts receivable by them on

certain financial assets and determine the amounts payable on certain financial liabilities (such as debt securities issued by them) because certain alternative RFRs (such as the Sterling Overnight Index Average (SONIA) and the Secured Overnight Financing Rate (SOFR)) are look-back rates, which means that the amount of interest payable is only known after the period has finished because it is calculated by reference to observed historical rates. In contrast, forward-looking term rates (such as LIBOR) allow borrowers to calculate at the start of any interest period exactly how much is payable at the end of such interest period. This may have a material adverse effect on the Barclays Bank Group's cash flows.

- **Pricing risk**: changes to existing benchmarks and indices, discontinuation of any benchmark or index and transition to alternative RFRs may impact the pricing mechanisms used by the Barclays Bank Group on certain transactions.

- **Operational risk**: changes to existing benchmarks and indices, the discontinuation of any benchmark or index and transition to alternative RFRs may require changes to the Barclays Bank Group's IT systems, trade reporting infrastructure, operational processes, and controls. In addition, if any benchmark or index is no longer available to calculate amounts payable, the Barclays Bank Group may incur expenses in amending documentation for new and existing transactions and/or effecting the transition from the original benchmark or index to a new one.

- **Accounting risk**: an inability to apply hedge accounting in accordance with International Accounting Standards ("**IAS**") 39 could lead to increased volatility in the Barclays Bank Group's financial results and performance.

Any of these factors may have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition, prospects and reputation.

7. **Change delivery and execution risks**

The Barclays Bank Group constantly adapts and transforms the way it conducts business in response to changing customer behaviour and needs, technological developments, regulatory expectations, increased competition and cost management initiatives. Accordingly, effective management of transformation projects is required to successfully deliver the Barclays Bank Group’s strategic priorities, involving delivering both on externally driven programmes, as well as key business initiatives to deliver revenue growth, product enhancement and operational efficiency outcomes. The magnitude, complexity and, at times, concurrent demands of the projects required to meet these priorities can result in heightened execution risk.

The ability to execute the Barclays Bank Group's strategy may be limited by operational capacity and the increasing complexity of the regulatory environment in which the Barclays Bank Group operates. In addition, whilst the Barclays Bank Group continues to pursue cost management initiatives, they may not be as effective as expected and cost saving targets may not be met.

The failure to successfully deliver or achieve any of the expected benefits of these strategic initiatives and/or the failure to meet customer and stakeholder expectations could have a material adverse effect on the Barclays Bank Group’s business, results of operations, financial condition, customer outcomes, prospects and reputation.

Material existing and emerging risks impacting individual principal risks

1. **Climate risk**

Climate risk is the impact on Financial (Credit, Market, Treasury & Capital) and Operational Risks arising from climate change through physical risks and risks associated with transitioning to a lower carbon economy.

The effects of climate change may be significant in their breadth and magnitude and could affect a large number of firms operating in different sectors and geographies, leading to potential downstream effects to the financial system. There is potential direct impact on banks and other financial institutions through their operations, as well as indirectly through customers and clients. Given this context and to support the Group’s ambition to be a net

zero bank by 2050, Climate Risk is a Principal Risk under Barclays' Enterprise Risk Management Framework ("**ERMF**").

Scientific research suggests that physical risks arising due to climate change such as acute events (e.g. cyclone, hurricanes and floods) and chronic events (longer-term shifts in climate patterns) may occur in increasing frequency and severity. Potential tipping points can cause unprecedented damage to particular geographies. Some regions are expected to be more severely affected than others if they are more exposed and/or more vulnerable to certain events.

The potential impact of physical risk events on the economy may include lower GDP growth, higher unemployment, shortage of raw materials and products due to supply chain disruptions and significant changes in asset prices. These factors could subsequently impact business model and profitability of Barclays Bank Group and its clients. Damage to the properties and operations of the Group's clients could decrease their production capacity, increase operating costs, affect insurability and decrease the value of those properties. This in turn would lead to a decline in the creditworthiness of clients, which may result in higher defaults, delinquencies, write-offs and impairment charges in the Group's portfolios. Physical hazards may also impact the creditworthiness of the sovereigns of countries in which they occur. The deterioration in the credit ratings of sovereign bonds could affect their access to capital and their eligibility for inclusion in banks' liquidity buffers. These hazards may also impact the value of investments which the Barclays Bank Group holds.

A transition to a low-carbon economy requires policy and regulatory changes, new national or regional commitments, new technological innovations and changes to supply and demand systems within industries. The transition to a low-carbon economy may also trigger changes in consumer behaviour and market sentiment. These changes may result in increased costs and reduced demand for the products and services of a company including early retirement and impairment of assets, or decreased revenue and profitability. The Barclays Bank Group's clients that are more susceptible and exposed to these changes may face financial difficulties which in turn may impact their creditworthiness. In addition, impacts to the creditworthiness of the Barclays Bank Group's clients, customers and counterparties (particularly in high carbon sectors), can also arise as a result of climate-related legal actions or investigations, where outcomes of such actions have material financial impacts. This in turn can increase credit risk within Barclays Bank Group portfolios. Both transition and physical risk drivers may lead to increased price volatility and repricing of market instruments, which in turn may impact the value of market instruments held by Barclays Bank Group.

Barclays Bank Group's own premises may also suffer physical damage due to weather events leading to increased costs for Barclays Bank Group.

As the economy transitions to a lower carbon economy, financial institutions also face significant and rapid developments in stakeholder expectations, policy, law and regulation which could impact lending activities and the risks associated with lending portfolios as well as asset values.

Failure to adequately embed climate risk management into the risk framework may have a material and adverse impact on the Barclays Bank Group's brand, competitiveness, profitability, capital requirements, cost of funding, financial condition and ability to expand its business.

In March 2020, the Group announced its ambition to become a net zero bank by 2050 and its commitment to align all of its financing activities with the goals and timelines of the Paris Agreement. In order to reach these ambitions and targets, and any other climate-related ambitions or targets the Group may commit to in future, the Group will continue to incorporate climate considerations into its strategy, business model, the products and services it provides to customers and its financial and non-financial risk management processes. These include processes to measure and manage the various financial and non-financial risks the Barclays Bank Group faces as a result of climate change.

Barclays Bank Group also needs to ensure that its strategy and business model adapt to changing national and international standards, industry and scientific practices, regulatory requirements and market expectations regarding climate change, which remain under continuous development. There remains a possibility that these standards, practices, requirements and expectations could change in a manner that substantially increases the cost or effort for Barclays Bank Group to achieve such ambitions and targets. In addition, the Group's ambitions and targets may prove more challenging to achieve due to changing circumstances and external factors which are beyond Barclays Bank Group's control, including geopolitical issues, energy security, energy poverty and other considerations such as a just transition to a low carbon economy. This may be exacerbated if Barclays Bank Group

chooses or is required to accelerate its climate-related ambitions or targets as a result of (among other things) international regulatory developments or stakeholder expectations in the UK, the US, the EU or other markets.

Achieving Barclays' climate-related ambitions and targets will also depend on a number of factors outside Barclays Bank Group's control, including reliable forecasts of hazards from the physical climate models and availability of data/models to measure/assess climate impact on clients. The pathway to net zero is uncertain, complex and dependent on progress in various areas such as advances in low-carbon technologies, collective action by clients to meet their own net zero goals, and supportive public policies in markets where Barclays Bank Group operates. If there is a lack of progress in the aforementioned areas, Barclays may fail to achieve its climate-related ambitions and targets, and this could have a material adverse effect on Barclays Bank Group's business, operations, financial condition, prospects and reputation.

For further details on the Barclays Bank Group's approach to climate change, refer to the climate risk management section of the 2023 20-F.

2. Credit risk

Credit risk is the risk of loss to the Barclays Bank Group from the failure of clients, customers or counterparties, including sovereigns, to fully honour their obligations to members of the Barclays Bank Group, including the whole and timely payment of principal, interest, collateral and other receivables. Credit risk is impacted by a number of factors outside the Barclays Bank Group's control, including wider economic conditions.

(a) Impairment

Impairment is calculated in line with the requirements of International Financial Reporting Standards ("**IFRS**") 9. Loss allowances, based on ECLs, are measured on a forward-looking basis using a broad range of financial metrics and application of complex judgements. Accordingly, impairment charges are potentially volatile and may not successfully predict actual credit losses, particularly under stressed conditions. Failure by the Barclays Bank Group to accurately estimate credit losses through ECLs could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

For further details, refer to Note 8 *(Credit impairment charges/(releases))* to the consolidated financial statements of the Bank on pages 141 to 144 of the 2023 20-F.

(b) Specific portfolios, sectors and concentrations

The Barclays Bank Group is subject to risks arising from changes in credit quality and recovery rates for loans and advances due from borrowers and counterparties. Additionally, the Barclays Bank Group is subject to a concentration of those risks where it has significant exposures to borrowers and counterparties in specific sectors, or to particular types of borrowers and counterparties. Any deterioration in the credit quality of such borrowers and counterparties could lead to lower recoverability from loans and advances and higher impairment charges. Accordingly, any of the following areas of uncertainty could have a material adverse impact on the Barclays Bank Group's business, results of operations, financial condition and prospects:

- **Consumer affordability**

  This remains a key area of focus, particularly in unsecured lending, as cost of living pressures persist. Macroeconomic factors, such as unemployment, high interest rates or broader inflationary pressures, which impact a customer's ability to service debt payments, could lead to increased arrears in unsecured products.

- **UK retail, hospitality and leisure**

  Prolonged cost of living pressures, falling consumer confidence, or other macroeconomic factors adversely affecting consumers could trigger a contraction in demand which, together with rising business costs and, for UK retail, a structural shift to online shopping, would add pressure to sectors heavily reliant on consumer discretionary spending during 2024. This represents a potential risk in the Barclays Bank

Group's UK corporate portfolio as a higher probability of default exists for retailers, hospitality providers and their landlords while these pressures remain.

- **Real estate market**

  The Barclays Bank Group remains at risk of increased impairment from a material fall in property prices. The Barclays Bank Group's corporate exposure is conservatively positioned but remains vulnerable to a deteriorating economic environment, and moderate stress has been experienced in the Barclays Bank Group's (predominantly) US office commercial real estate exposure during 2023. As structural shifts in working patterns, such as the normalisation of 'hybrid' working, mature, the Barclays Bank Group remains exposed to further stress. Landlords serving business tenants whose income is based on discretionary consumer spending are also at risk from reduced rent collection.

- **Leveraged finance underwriting**

  The Barclays Bank Group takes on non-investment grade underwriting exposure, including single name risk, particularly in the US and the UK. The subdued investor appetite in the underwriting market during 2023 exposed the Barclays Bank Group to extended underwriting periods and negative movements in markets, which could deteriorate further and result in losses for the Barclays Bank Group (and higher capital charges) if market conditions remain challenging during 2024 and exposures remain on book for further extended periods.

- **Italian mortgage and wholesale exposure**

  The Barclays Bank Group is exposed to a decline in the Italian economic environment through a mortgage portfolio in run-off and positions to wholesale customers. Italian economic growth in 2024 is forecast to be below 1%, insufficient to counteract the 5% yield payable on Italian sovereign bonds. With net public debt around 144% of GDP and an estimated budget deficit of over 5% (on top of nearly 70bn euros received from from the EU's post-pandemic recovery fund), failure to reduce public spending could cause debt levels to become unmanageable. This risks placing the Italian government in conflict with the European Commission and European Central Bank and damaging investor confidence, potentially delaying economic recovery which, in turn, could materially adversely affect the Barclays Bank Group's results of operations including, but not limited to, increased credit losses and higher impairment charges.

- **Oil & Gas sector**

  High market energy prices during 2023 have helped restore balance sheet strength to companies operating in this sector. However, in the longer term, costs associated with the transition towards renewable sources of energy may place greater financial demands on oil and gas companies.

- **Air travel**

  The sector returned to profit in 2023 as lower margin (tourist) demand for air travel recovered to pre-pandemic levels. That said, there remains a heightened risk to the revenue streams of the Barclays Bank Group's clients and, consequentially, their ability to service debt obligations. These risks stem from the structural decline in higher margin business travel, consolidation within the European airline market, reputational damage and/or costs associated with the emerging 'fake parts' scandal, volatile oil prices, increasingly extreme weather patterns and concerns about the impact of air travel on climate change.

- **Information Technology sector**

  While dominated by well-known US firms, many companies struggle to monetise their product offerings and face increasing reputational risk particularly as regulatory scrutiny

increases. Given the nature of their activities, the Barclays Bank Group's clients in this sector face heightened risk from data security breaches and ransomware and/or cyber attacks as well as from the malicious use of AI, all of which could negatively impact their ability to service debt obligations.

- **Resilient US economy with tight labour market**

  Fed consensus forecast indicates unemployment to peak in 2024. We continue to monitor closely consumer trends as it relates to personal saving rate, category spend – discretionary versus essential, high consumer debt levels, and the overall household net worth.

The Barclays Bank Group also has large individual exposures to single name counterparties (such as brokers, central clearing houses, dealers, banks, mutual and hedge funds and other institutional clients) in both its lending and trading activities, including derivative trades. The default of one such counterparty could cause contagion across clients involved in similar activities and/or adversely impact asset values should margin calls necessitate rapid asset disposals by that counterparty to raise liquidity. In addition, where such counterparty risk has been mitigated by taking collateral, credit risk may remain high if the collateral held cannot be monetised, or has to be liquidated at prices which are insufficient to recover the full amount of the loan or derivative exposure. Any such defaults could have a material adverse effect on the Barclays Bank Group's results due to, for example, increased credit losses and higher impairment charges.

For further details on the Barclays Bank Group's approach to credit risk, refer to the credit risk management and credit risk performance sections of the 2023 20-F and the credit risk section in the H12024 6-K.

Impacts to the creditworthiness of the Barclays Bank Group's clients, customers and counterparties (particularly in high carbon sectors), can also arise out of climate-related legal actions or investigations commenced against the Barclays Bank Group's clients, customers and counterparties (particularly in high carbon sectors), where outcomes of such actions have material financial impacts, which can in turn increase credit risk within Barclays Bank Group portfolios.

3. **Market risk**

Market risk is the risk of loss arising from potential adverse changes in the value of the Barclays Bank Group's assets and liabilities from fluctuation in market variables including, but not limited to, interest rates, foreign exchange rates, equity prices, commodity prices, credit spreads, implied volatilities and asset correlations.

Economic and financial market uncertainties remain elevated, driven by elevated inflation and tightening monetary policy, both of which are exacerbated by geopolitical conflicts and idiosyncratic market events. A disruptive adjustment to higher or lower interest rate levels and deteriorating trade and geopolitical tensions could heighten market risks for the Barclays Bank Group's portfolios.

In addition, the Barclays Bank Group's trading business could be vulnerable were there to be a prolonged period of elevated asset price volatility, particularly if it adversely affects market liquidity. Such a scenario could impact the Barclays Bank Group's ability to execute client trades and may also result in lower client flow-driven income and/or market-based losses on its existing portfolio of assets. These can include higher hedging costs from rebalancing risks that need to be managed dynamically as market levels and their associated volatilities change.

Changes in market conditions could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

For further details on the Barclays Bank Group's approach to market risk, refer to the market risk management and market risk performance sections of the 2023 20-F and the market risk section in the H12024 6-K.

4. **Treasury and capital risk**

There are three primary types of treasury and capital risk faced by the Barclays Bank Group:

(a) **Capital risk**

Capital risk is the risk that the Barclays Bank Group has an insufficient level or composition of capital to support its normal business activities and to meet its regulatory capital requirements under normal operating environments and stressed conditions (both actual and as defined for internal planning or regulatory stress testing purposes). This also includes the risk from the Barclays Bank Group's pension plans. Key capital risks that the Barclays Bank Group faces include:

- **Failure to meet prudential capital requirements**

  This could lead to the Barclays Bank Group being unable to support some or all of its business activities, a failure to pass regulatory stress tests, increased cost of funding due to deterioration in investor appetite or credit ratings, restrictions on distributions and/or the need to take additional measures to strengthen the Barclays Bank Group's capital or leverage position.

- **Adverse changes in FX rates impacting capital ratios**

  The Barclays Bank Group has capital resources, risk weighted assets and leverage exposures denominated in foreign currencies. Changes in foreign currency exchange rates may adversely impact the sterling equivalent value of these items. As a result, the Barclays Bank Group's regulatory capital ratios are sensitive to foreign currency movements. Failure to appropriately manage the Barclays Bank Group's balance sheet to take account of foreign currency movements could result in an adverse impact on the Barclays Bank Group's regulatory capital and leverage ratios.

- **Adverse movements in the pension fund**

  Adverse movements in pension assets and liabilities for defined benefit pension schemes could result in deficits on a technical provision and/or IAS 19 accounting basis. This could lead to the Barclays Bank Group making substantial additional contributions to its pension plans and/or a deterioration in its capital position. The market value of pension fund assets might decline; or investment returns might reduce. Under IAS 19, the liabilities discount rate is derived from the yields of high quality corporate bonds. Therefore, the valuation of the Barclays Bank Group's defined benefits schemes would be adversely affected by a prolonged fall in the discount rate due to a persistent low interest rate and/or credit spread environment. Inflation is another significant risk driver to the pension fund as the liabilities are adversely impacted by an increase in long-term inflation expectations.

(b) **Liquidity risk**

Liquidity risk is the risk that the Barclays Bank Group is unable to meet its contractual or contingent obligations or that it does not have the appropriate amount, tenor and composition of funding and liquidity to support its assets. This could cause the Barclays Bank Group to fail to meet regulatory and/or internal liquidity requirements, make repayments of principal or interest as they fall due or support day-to-day business activities. Key liquidity risks that the Barclays Bank Group faces include:

- **Stability of the Barclays Bank Group's deposit funding profile**

  Deposits which are payable on demand or at short notice could be adversely affected by the Barclays Bank Group failing to preserve the current level of customer and investor confidence or as a result of competition in the banking industry.

- **Ongoing access to wholesale funding**

  The Barclays Bank Group regularly accesses the money and capital markets to provide short-term and long-term unsecured and secured funding to support its operations. A loss of counterparty confidence, or adverse market conditions (such as the recent rises in interest rates) could lead to a reduction in the tenor, or an increase in the costs, of the

Barclays Bank Group's unsecured and secured wholesale funding or affect the Barclays Bank Group's access to such funding.

- **Impacts of market volatility**

  Adverse market conditions, with increased volatility in asset prices could: (i) negatively impact the Barclays Bank Group's liquidity position through increased derivative margin requirements and/or wider haircuts when monetising liquidity pool securities; and (ii) make it more difficult for the Barclays Bank Group to execute secured financing transactions.

- **Intraday liquidity usage**

  Increased collateral requirements for payments and securities settlement systems could negatively impact the Barclays Bank Group's liquidity position, as cash and liquid assets required for intraday purposes are unavailable to meet other outflows.

- **Off-balance sheet commitments**

  Deterioration in economic and market conditions could cause customers to draw on off-balance sheet commitments provided to them, for example, revolving credit facilities, negatively affecting the Barclays Bank Group's liquidity position.

- **Credit rating changes and impact on funding costs**

  Any reductions in a credit rating (in particular, any downgrade below investment grade) may affect the Barclays Bank Group's access to money or capital markets and/or the terms on which the Barclays Bank Group is able to obtain market funding (for example, this could lead to increased costs of funding and wider credit spreads, the triggering of additional collateral or other requirements in derivative contracts and other secured funding arrangements, or limits on the range of counterparties who are willing to enter into transactions with the Barclays Bank Group).

(c) **Interest rate risk in the banking book**

Interest rate risk in the banking book is the risk that the Barclays Bank Group is exposed to capital or income volatility because of a mismatch between the interest rate exposures of its (non-traded) assets and liabilities. The Barclays Bank Group’s hedging programmes for interest rate risk in the banking book rely on behavioural assumptions and, as a result, the effectiveness of the hedging strategy cannot be guaranteed. A potential mismatch in the balance or duration of the hedging assumptions could lead to earnings deterioration if there are interest rate movements which are not adequately hedged. A decline in interest rates may also compress net interest margin on retail and corporate portfolios. In addition, the Barclays Bank Group’s liquid asset portfolio is exposed to potential capital and/or income volatility due to movements in market rates and prices which may have a material adverse effect on the capital position of the Barclays Bank Group.

For further details on the Barclays Bank Group’s approach to treasury and capital risk, refer to the treasury and capital risk management and treasury and capital risk performance sections of the 2023 20-F and the treasury and capital risk section in the H12024 6-K.

5. **Operational risk**

Operational risk is the risk of loss to the Barclays Bank Group from inadequate or failed processes or systems, human factors or due to external events where the root cause is not due to credit or market risks. Examples include:

(a) **Operational resilience**

The Barclays Bank Group functions in a highly competitive market, with customers and clients that expect consistent and smooth business processes. The loss of or disruption to business processing is a material inherent risk within the Barclays Bank Group and across the financial services industry, whether arising through failures in the Barclays Bank Group’s technology

systems, cyber and/or data integrity disruptions, unavailability of a Group site, closure of real estate services provided through its retail branch network, or unavailability of personnel or services supplied by third parties, and there are particular challenges with recovering from a major cyberattack. Failure to build resilience and recovery capabilities into business processes or into the services on which the Barclays Bank Group's business processes depend, may result in significant customer detriment, costs to reimburse losses incurred by the Barclays Bank Group's customers and clients, and reputational damage.

(b) **Cyberattacks**

Cyberattacks continue to be a global threat inherent across all industries, with the number and severity of attacks continuing to rise. The financial sector remains a primary target for cybercriminals, hostile nation states, opportunists and hacktivists. The Barclays Bank Group, like other financial institutions, experiences numerous attempts to compromise its cybersecurity protections. In 2023, cybersecurity incidents experienced by Barclays included distributed denial of service (DDoS), phishing, credential stuffing, and exploitation of software vulnerabilities.

The Barclays Bank Group cannot provide absolute security against cyberattacks. Malicious actors, who are increasingly sophisticated in their methods, tactics, techniques and procedures, seek to steal money, gain unauthorised access to, destroy or manipulate data, and disrupt operations. Further, some of their attacks may not be recognised or discovered until launched or after initial entry into the environment, such as novel or zero-day attacks that are launched before patches are available and defences can be readied. Other attacks may take advantage of the window during which patching or the deployment of other defences is underway, but not yet complete. Malicious actors are also increasingly developing methods to avoid prevention, detection and alerting capabilities, including employing counter-forensic tactics making response activities more difficult. Cyberattacks can originate from a wide variety of sources and target the Barclays Bank Group in numerous ways, including attacks on networks, systems, applications or devices used by the Barclays Bank Group or parties such as service providers and other suppliers, counterparties, employees, contractors, customers or clients, presenting the Barclays Bank Group with a vast and complex defence perimeter. Moreover, the Barclays Bank Group does not have direct control over the cybersecurity of the systems of its clients, customers, counterparties and third-party service providers and suppliers, limiting the Barclays Bank Group’s ability to effectively protect and defend against certain threats. Some of the Barclays Bank Group’s third-party service providers and suppliers have experienced successful attempts to compromise their cybersecurity. These have included ransomware attacks that have disrupted the service providers’ or suppliers’ operations and, in some cases, have had impacts on the Barclays Bank Group’s operations. Such cyberattacks are likely to continue.

A failure in the Barclays Bank Group's adherence to its cybersecurity policies, procedures or controls, employee malfeasance, and human, governance or technological error could also compromise the Barclays Bank Group's ability to successfully prevent and defend against cyberattacks. Furthermore, certain legacy technologies that are at or approaching end-of-life may not be able to maintain acceptable levels of security. The Barclays Bank Group has experienced cybersecurity incidents and near-misses in the past, and it is inevitable that additional incidents will occur in the future. Cybersecurity risks are expected to increase, due to factors such as the increasing demand across the industry and customer expectations for continued expansion of services delivered over the Internet; increasing reliance on Internet-based products, applications and data storage; the onset of AI, which may be used to facilitate increasingly sophisticated attacks; and changes in ways of working by the Barclays Bank Group's employees, contractors, and third party service providers and suppliers and their subcontractors as a long-term consequence of the COVID-19 pandemic. Bad actors have taken advantage of remote working practices and modified customer behaviours, exploiting the situation in novel ways that may elude defences. Additionally, geopolitical turmoil may serve to increase the risk of a cyberattack that could impact Barclays directly, or indirectly through its critical suppliers or national infrastructure. In recent years, the Barclays Bank Group has faced a heightened risk of cyberattack as a result of the conflicts in Eastern Europe and the Middle East.

Common types of cyberattacks include deployment of malware to obtain covert access to systems and data; ransomware attacks that render systems and data unavailable through encryption and

attempts to leverage business interruption or stolen data for extortion; novel or zero-day exploits; denial of service and distributed denial of service attacks; infiltration via business email compromise; social engineering, including phishing, vishing and smishing; automated attacks using botnets; third-party customer, vendor, service provider and supplier account takeover; malicious activity facilitated by an insider; and credential validation or stuffing attacks using login and password pairs from unrelated breaches. A successful cyberattack of any type has the potential to cause serious harm to the Barclays Bank Group or its clients and customers, including exposure to potential contractual liability, claims, litigation, regulatory or other government action, loss of existing or potential customers, damage to the Barclays Bank Group's brand and reputation, and other financial loss.

The impact of a successful cyberattack is also likely to include operational consequences (such as unavailability of services, networks, systems, devices or data), remediation of which could come at significant cost.

Regulators worldwide continue to recognise cybersecurity as a systemic risk to the financial sector and have highlighted the need for financial institutions to improve their monitoring and control of, and resilience to cyberattacks. A successful cyberattack may, therefore, result in significant regulatory fines on the Barclays Bank Group. In addition, any new regulatory measures introduced to mitigate these risks are likely to result in increased technology and compliance costs for the Barclays Bank Group.

For further details on the Barclays Bank Group's approach to cyberattacks, refer to the operational risk performance section of the 2023 20-F. For further details on cyber security regulation applicable to the Barclays Bank Group, refer to the "Supervision and regulation" section of the 2023 20-F.

(c) **New and emergent technology**

Technology is fundamental to the Barclays Bank Group's business and the financial services industry. Technological advancements present opportunities to develop new and innovative ways of doing business across the Barclays Bank Group, with new solutions being developed both in-house and in association with third-party companies. For example, payment services and securities, futures and options trading are increasingly occurring electronically, both on the Barclays Bank Group's own systems and through other alternative systems, and becoming automated. Whilst increased use of electronic payment and trading systems and direct electronic access to trading markets could significantly reduce the Barclays Bank Group's cost base, it may, conversely, reduce the commissions, fees and margins made by the Barclays Bank Group on these transactions which could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects. The rapid development in AI is another area the Barclays Bank Group is monitoring closely. This includes the identification of potential use cases for responsible adoption of AI in the Barclays Bank Group's own operations as well as managing the threats third party usage of AI may pose, including with respect to cybersecurity and fraud.

Introducing new forms of technology, however, has the potential to increase inherent risk. Failure to evaluate, actively manage and closely monitor risk during all phases of business development and implementation could introduce new vulnerabilities and security flaws and have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

(d) **External fraud**

The nature of fraud is wide-ranging and continues to evolve, as criminals seek opportunities to target the Barclays Bank Group's business activities and exploit changes in customer behaviour and product and channel use (such as the increased use of digital products and enhanced online services) or exploit new products. Fraud attacks can be very sophisticated and are often orchestrated by organised crime groups who use various techniques to target customers and clients directly to obtain confidential or personal information that can be used to commit fraud. The impact from fraud can lead to customer detriment, financial losses (including the reimbursement of losses incurred by customers), loss of business, missed business opportunities

and reputational damage, all of which could have a material adverse impact on the Barclays Bank Group's business, results of operations, financial condition and prospects.

(e) **Data management and information protection**

The Barclays Bank Group holds and processes large volumes of data, including personal information, financial data and other confidential information, and the Barclays Bank Group's businesses are subject to complex and evolving laws and regulations governing the privacy and protection of data, including Regulation (EU) 2016/679 (the General Data Protection Regulation as it applies in the EU and the UK). This data could relate to: (i) the Barclays Bank Group's clients, customers, prospective clients and customers, and their employees; (ii) clients and customers of the Barclays Bank Group's clients and customers, and their employees; (iii) the Barclays Bank Group's suppliers, counterparties and other external parties, and their employees; and (iv) the Barclays Bank Group's employees and prospective employees.

The international nature of both the Barclays Bank Group's business and its IT infrastructure also means that data and personal information may be available in countries other than those from where the information originated. Accordingly, the Barclays Bank Group must ensure that its collection, use, transfer and storage of data, including personal information complies with all applicable laws and regulations in all relevant jurisdictions, which could: (i) increase the Barclays Bank Group's compliance and operating costs; (ii) impact the development of new products or services, or the offering of existing products or services; (iii) affect how products and services are offered to clients and customers; (iv) demand significant oversight by the Barclays Bank Group's management; and (v) require the Barclays Bank Group to review some elements of the structure of its businesses, operations and systems in less efficient ways.

Concerns regarding the effectiveness of the Barclays Bank Group's measures to safeguard data, including personal information, or even the perception that those measures are inadequate, could expose the Barclays Bank Group to the risk of loss or unavailability of data or data integrity issues and/or cause the Barclays Bank Group to lose existing or potential clients and customers, and thereby reduce the Barclays Bank Group's revenues. Furthermore, any failure or perceived failure by the Barclays Bank Group to comply with applicable privacy or data protection laws and regulations may subject it to potential contractual liability, claims, litigation, regulatory or other government action (including significant regulatory fines) and require changes to certain operations or practices which could also inhibit the Barclays Bank Group's development or marketing of certain products or services, or increase the costs of offering them to customers. Any of these events could damage the Barclays Bank Group's reputation, subject the Barclays Bank Group to material fines or other monetary penalties, make the Barclays Bank Group liable for the payment of compensatory damages, divert management's time and attention, lead to enhanced regulatory oversight and otherwise materially adversely affect its business, results of operations, financial condition and prospects.

For further details on data protection regulation applicable to the Barclays Bank Group, refer to the "Supervision and regulation" section of the 2023 20-F.

(f) **Algorithmic trading**

In some areas of the investment banking business, trading algorithms are used to price and risk manage client and principal transactions. An algorithmic error could result in erroneous or duplicated transactions, a system outage, or impact the Barclays Bank Group's pricing abilities, which could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition, prospects and reputation.

(g) **Processing errors**

The Barclays Bank Group's businesses are highly dependent on its ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex and occur at high volumes and frequencies, across numerous and diverse markets in many currencies. As the Barclays Bank Group's customer base and geographical reach expand and the volume, speed, frequency and complexity of transactions, especially electronic transactions (as well as the requirements to report such transactions on a real-time basis to clients, regulators and

exchanges) increase, developing, maintaining and upgrading operational systems and infrastructure becomes more challenging. The risk of systems or human error in connection with such transactions increases with these developments, as well as the potential consequences of such errors due to the speed and volume of transactions involved and the potential difficulty associated with discovering errors quickly enough to limit the resulting consequences. Furthermore, events that are wholly or partially beyond the Barclays Bank Group's control, such as a spike in transaction volume, could adversely affect the Barclays Bank Group's ability to process transactions or provide banking and payment services.

Processing errors could result in the Barclays Bank Group, among other things: (i) failing to provide information, services and liquidity to clients and counterparties in a timely manner; (ii) failing to settle and/or confirm transactions; (iii) causing funds transfers, capital markets trades and/or other transactions to be executed erroneously, illegally or with unintended consequences; and (iv) adversely affecting financial, trading or currency markets. Any of these events could materially disadvantage the Barclays Bank Group's customers, clients and counterparties (including them suffering financial loss) and/or result in a loss of confidence in the Barclays Bank Group which, in turn, could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects. Any of these events could also lead to breaches of laws, rules or regulations and, hence, regulatory enforcement actions, which could result in significant financial loss, imposition of additional capital requirements, enhanced regulatory supervision and reputational damage.

(h) **Supplier exposure**

The Barclays Bank Group depends on suppliers for the provision of many of its services and the development of technology. Whilst the Barclays Bank Group depends on suppliers, it remains fully accountable to its customers and clients for risks arising from the actions of suppliers and may not be able to recover from its suppliers any amounts paid to customers and clients for losses suffered by them. The dependency on suppliers and sub-contracting of outsourced services introduces concentration risk where the failure of specific suppliers could have an impact on the Barclays Bank Group's ability to continue to provide material services to its customers. Failure to adequately manage supplier risk could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

(i) **Estimates and judgements relating to critical accounting policies and regulatory disclosures**

The preparation of financial statements requires the application of accounting policies and judgements to be made in accordance with IFRS. Regulatory returns and capital disclosures are prepared in accordance with the relevant capital reporting requirements and also require assumptions and estimates to be made. The key areas involving a higher degree of judgement or complexity, or areas where assumptions are significant to the consolidated and individual financial statements and regulatory returns and disclosures, include credit impairment provisions, taxes, fair value of financial instruments, pensions and post-retirement benefits, the calculation of RWAs and capital, and provisions including conduct and legal, competition and regulatory matters (please refer to the notes to the audited financial statements for further details). There is a risk that if the judgement exercised, or the estimates or assumptions used, subsequently turn out to be incorrect or are altered as a result of subsequent feedback from the Barclays Bank Group’s regulators, this could result in material losses to the Barclays Bank Group, beyond what was anticipated or provided for, including as a result of changes to treatments in regulatory returns and capital disclosures. If capital requirements are not met as the result of changes in interpretation, compliance with the Barclays Bank Group’s distribution policy could be impacted and/or additional measures may be required to strengthen the Barclays Bank Group’s capital or leverage position, which may also lead to the Barclays Bank Group’s inability to achieve stated targets. Further development of accounting standards and regulatory interpretations could also materially impact the Barclays Bank Group's results of operations, financial condition and prospects.

(j) **Tax risk**

The Barclays Bank Group is required to comply with the domestic and international tax laws and practice of all countries in which it has business operations. There is a risk that the Barclays Bank Group could suffer losses due to additional tax charges, other financial costs or reputational damage as a result of failing to comply with such laws and practice (including where the Barclays Bank Group's interpretation of such laws differs from the interpretation of tax authorities), or by failing to manage its tax affairs in an appropriate manner, with much of this risk attributable to the international structure of the Barclays Bank Group. In addition, the introduction of new international tax regimes, increasing tax authority focus on reporting and disclosure requirements around the world as well as the digitisation of the administration of tax have the potential to increase the Barclays Bank Group's tax compliance obligations further. In 2023, the UK Government enacted legislation on the OECD Inclusive Framework on Base Erosion and Profit Shifting Pillar Two Framework introducing a global minimum tax rate of 15%. The UK's Pillar Two rules apply for accounting periods beginning on or after 31 December 2023 which will increase the Barclays Bank Group's tax compliance obligations. In the US, the corporate alternative minimum tax on adjusted financial statements income introduced by the Inflation Reduction Act became effective on 1 January 2023. These new tax regimes require systems and process changes that introduce potential additional operational risks.

(k) **Ability to hire and retain appropriately qualified employees**

As a regulated financial institution, the Barclays Bank Group requires diversified and specialist skilled colleagues. The Barclays Bank Group's ability to attract, develop and retain a diverse mix of talent is key to the delivery of its core business activity and strategy. This is impacted by a range of external and internal factors, such as macroeconomic factors, labour and immigration policy in the jurisdictions in which the Barclays Bank Group operates, industry-wide headcount reductions in particular sectors, regulatory limits on compensation for senior executives and the potential effects on employee engagement and wellbeing from long-term periods of working remotely. Failure to attract or prevent the departure of appropriately qualified and skilled employees could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects. Additionally, this may result in disruption to service which could in turn lead to customer detriment and reputational damage.

For further details on the Barclays Bank Group's approach to operational risk, refer to the operational risk management and operational risk performance sections of the 2023 20-F.

6. **Model risk**

Model risk is the potential for adverse consequences from decisions based on incorrect or misused model outputs and reports. The Barclays Bank Group relies on models to support a broad range of business and risk management activities, including informing business decisions and strategies, measuring and limiting risk, valuing exposures (including the calculation of impairment), conducting stress testing, calculating RWAs and assessing capital adequacy, supporting new business acceptance, risk and reward evaluation, managing client assets, and meeting reporting requirements.

Models are, by their nature, imperfect representations of reality and have some degree of uncertainty because they rely on assumptions and inputs, and so are subject to intrinsic uncertainty, errors and inappropriate use affecting the accuracy of their outputs. This may be exacerbated when dealing with unprecedented scenarios, as was the case during the COVID-19 pandemic, due to the lack of reliable historical reference points and data. For instance, the quality of the data used in models across the Barclays Bank Group has a material impact on the accuracy and completeness of its risk and financial metrics. Model uncertainty, errors and inappropriate use may result in (among other things) the Barclays Bank Group making inappropriate business decisions and/or inaccuracies or errors in the Barclays Bank Group's risk management and regulatory reporting processes. This could result in significant financial loss, imposition of additional capital requirements, enhanced regulatory supervision and reputational damage, all of which could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

For further details on the Barclays Bank Group's approach to model risk, refer to the model risk management and model risk performance sections of the 2023 20-F.

7. **Compliance risk**

Compliance risk is the risk of poor outcomes for, or harm to, customers, clients and markets, arising from the delivery of the Barclays Bank Group's products and services (conduct risk) and the risk to Barclays, its clients, customers or markets from a failure to comply with the Laws, Rules and Regulations ("**LRR**") applicable to the firm. This risk could manifest itself in a variety of ways, including:

(a) **Market conduct**

The Barclays Bank Group's businesses are exposed to risk from potential non-compliance with its policies and standards (which incorporates regulatory requirements set by law and our regulators) and instances of wilful and negligent misconduct by employees, all of which could result in potential customer and client detriment, enforcement action (including regulatory fines and/or sanctions), increased operation and compliance costs, redress or remediation or reputational damage which in turn could have a material adverse effect on the Barclays Bank Group's business, financial condition and prospects. Examples of employee misconduct which could have a material adverse effect on the Barclays Bank Group's business include: (i) improperly selling or marketing the Barclays Bank Group's products and services; (ii) engaging in insider trading, market manipulation or unauthorised trading; or (iii) misappropriating confidential or proprietary information belonging to the Barclays Bank Group, its customers or third parties. These risks may be exacerbated in circumstances where the Barclays Bank Group is unable to rely on physical oversight and supervision of employees, noting the move to a hybrid working model for many colleagues.

(b) **Customer protection**

The Barclays Bank Group must ensure that its customers, particularly those that are vulnerable, are able to make well-informed decisions on how best to use the Barclays Bank Group's financial services and understand the protection available to them if something goes wrong. Poor customer outcomes can result from the failure to: (i) communicate fairly and clearly with customers; (ii) provide services in a timely and fair manner; (iii) handle and protect customer data appropriately; and (iv) undertake appropriate activity to address customer detriment, including the adherence to regulatory and legal requirements on complaint handling. The Barclays Bank Group is at risk of financial loss and reputational damage as a result, also a risk of regulatory censure or enforcement action.

In July 2023, the FCA’s new Consumer Duty came into force for new and existing products or services that are open to sale or renewal to retail customers. It will apply to closed products and services from 31 July 2024. The duty sets higher expectations for the standard of care that firms provide to retail customers and impacts many aspects of the Barclays Bank Group’s businesses.

(c) **Product design and review risk**

Products and services must meet the needs of clients, customers, markets and the Barclays Bank Group throughout their life cycle. However, there is a risk that the design and review of the Barclays Bank Group products and services fail to reasonably consider and address potential or actual negative outcomes for customers, which may result in customer detriment, enforcement action (including regulatory fines and/or sanctions), redress and remediation and reputational damage. Both the design and review of products and services are a key area of focus for regulators and the Barclays Bank Group.

(d) **Financial crime**

The Barclays Bank Group may be adversely affected if it fails to effectively mitigate the risk that third parties or its employees facilitate, or that its products and services are used to facilitate, financial crime (money laundering, terrorist financing, breaches of economic and financial sanctions, bribery and corruption, and the facilitation of tax evasion). UK and US government agencies and regulators continue to focus on combating financial crime.

Failure to comply may lead to enforcement or other action by the Barclays Bank Group’s regulators, including severe penalties, which may have a material adverse effect on the Barclays Bank Group’s business, financial condition, prospects and reputation.

(e) **Conflicts of interest**

Identifying and managing conflicts of interest is fundamental to the conduct of the Barclays Bank Group's business, relationships with customers, and the markets in which the Barclays Bank Group operates. Understanding the conflicts of interest that impact or potentially impact the Barclays Bank Group enables them to be handled appropriately. Even if there is no evidence of improper actions, a conflict of interest can create an appearance of impropriety that undermines confidence in the Barclays Bank Group and its employees. If the Barclays Bank Group does not identify and manage conflicts of interest (business or personal) appropriately, it could have an adverse effect on the Barclays Bank Group's business, customers and the markets within which it operates.

(f) **Regulatory focus on culture and accountability**

Regulators around the world continue to emphasise the importance of culture and personal accountability and enforce the adoption of adequate internal reporting and whistleblowing procedures to help to promote appropriate conduct and drive positive outcomes for customers, colleagues, clients and markets. The requirements and expectations of the UK Senior Managers Regime, Certification Regime and Conduct Rules reinforce additional accountabilities for individuals across the Barclays Bank Group with an increased focus on governance and rigour, with similar requirements also introduced in other jurisdictions globally. Failure to meet these requirements and expectations may lead to regulatory sanctions, both for the individuals and the Barclays Bank Group.

For further details on the Barclays Bank Group's approach to conduct risk, refer to the conduct risk management and conduct risk performance sections of the 2023 20-F.

(g) Laws, Rules and Regulations

Barclays is subject to a range of laws, rules and regulations across the world. A failure to comply with these may have an adverse effect on the Barclays Bank Group's business, customers and the markets within which it operates and could result in reputational damage, penalties, damages or fines.

8. **Reputation risk**

Reputation risk is the risk that an action, transaction, investment, event, decision or business relationship will reduce trust in the Barclays Bank Group's integrity and/or competence.

Any material lapse in standards of integrity, compliance, customer service or operating efficiency may represent a potential reputation risk. Stakeholder expectations constantly evolve, and so reputation risk is dynamic and varies between geographical regions, groups and individuals. A risk arising in one business area can have an adverse effect upon the Barclays Bank Group's overall reputation and any one transaction, investment or event (in the perception of key stakeholders) can reduce trust in the Barclays Bank Group's integrity and competence. The Barclays Bank Group's association with sensitive topics and sectors has been, and in some instances continues to be, an area of concern for stakeholders, including: (i) the financing of, and investments in, businesses which operate in sectors that are sensitive because of their relative carbon intensity or local environmental impact; (ii) potential association with human rights violations (including combating modern slavery) in the Barclays Bank Group's operations or supply chain and by clients and customers; and (iii) the financing of businesses which manufacture and export military and riot control goods and services.

Reputation risk could also arise from negative public opinion about the actual, or perceived, manner in which the Barclays Bank Group (including its employees, clients and other associations) conducts its business activities, or the Barclays Bank Group's financial performance, as well as actual or perceived practices in banking and the financial services industry generally. Modern technologies, in particular online social media channels and other broadcast tools that facilitate communication with large audiences in short time frames and with minimal costs, may significantly enhance and accelerate the distribution and effect of damaging information and allegations. Negative public opinion may adversely affect the Barclays Bank Group's ability to retain and attract customers, in particular, corporate and retail depositors, and to retain and motivate staff, and could have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

In addition to the above, reputation risk has the potential to arise from operational issues or conduct matters which cause detriment to customers, clients, market integrity, effective competition or the Barclays Bank Group (see "Operational risk" above).

For further details on the Barclays Bank Group's approach to reputation risk, refer to the reputation risk management and reputation risk performance sections of the 2023 20-F.

9. Legal risk and legal, competition and regulatory matters

The Barclays Bank Group conducts activities in a highly regulated global market which exposes it and its employees to legal risk arising from: (i) the multitude of laws, rules and regulations that apply to the businesses it operates, which are highly dynamic, may vary between jurisdictions and/or conflict, and may be unclear in their application to particular circumstances especially in new and emerging areas; and (ii) the diversified and evolving nature of the Barclays Bank Group's businesses and business practices. In each case, this exposes the Barclays Bank Group and its employees to the risk of loss or the imposition of penalties, damages or fines from the failure of members of the Barclays Bank Group to meet applicable laws, rules, regulations or contractual requirements or to assert or defend their intellectual property rights. Legal risk may arise in relation to any number of the material existing and emerging risks identified above.

A breach of applicable laws, rules and/or regulations by the Barclays Bank Group or its employees could result in criminal prosecution, regulatory censure, potentially significant fines and other sanctions in the jurisdictions in which the Barclays Bank Group operates. Where clients, customers or other third parties are harmed by the Barclays Bank Group's conduct, this may also give rise to civil legal proceedings, including class actions. Other legal disputes may also arise between the Barclays Bank Group and third parties relating to matters such as breaches or enforcement of legal rights or obligations arising under contracts, statutes or common law. Adverse findings in any such matters may result in the Barclays Bank Group being liable to third parties or may result in the Barclays Bank Group's rights not being enforced or not being enforced in the manner intended or desired by the Barclays Bank Group.

Details of legal, competition and regulatory matters to which the Barclays Bank Group is currently exposed are set out in Note 24 (Legal, competition and regulatory matters) to the consolidated financial statements of the Bank on pages 175 to 180 of the 2023 20-F. In addition to matters specifically described in Note 24, the Barclays Bank Group is engaged in various other legal proceedings which arise in the ordinary course of business. The Barclays Bank Group is also subject to requests for information, investigations and other reviews (including skilled person reviews) by regulators, governmental and other public bodies. These may be in connection with business activities in which the Barclays Bank Group is, or has been, engaged, or areas of particular regulatory focus, such as financial crime, money laundering or terrorist financing. The Barclays Bank Group may also (from time to time) be subject to claims and/or legal proceedings and other investigations relating to financial and non-financial disclosures made by members of the Barclays Bank Group (including, but not limited to, regulatory capital and liquidity reporting and ESG disclosures). Additionally, due to the increasing number of new climate and sustainability-related laws and regulations, growing demand from investors and customers for sustainable products and services, and regulatory and non-governmental organisation scrutiny, financial institutions, including the Barclays Bank Group, may through their business activities face increasing litigation, conduct, enforcement and contract liability risks related to climate change, environmental degradation and other social, governance and sustainability-related issues including greenwashing risk. This may include laws and regulatory processes and policies seeking to restrict or prohibit doing certain business with entities identified as “boycotting” or “discriminating” against particular industries or considering ESG factors in their investment processes, including to protect the energy and other high carbon sectors from any risks of divestment or challenges in accessing finance. Furthermore, there is a risk that shareholders, campaign groups, customers and other interest groups could seek to take legal action (including under “soft law” mechanisms) against the Barclays Bank Group for financing or contributing to climate change and environmental degradation or because the Barclays Bank Group’s response to climate change or other ESG factors is perceived to be ineffective, insufficient or inappropriate.

The outcome of legal, competition and regulatory matters, both those to which the Barclays Bank Group is currently exposed and any others which may arise in the future, is difficult to predict (and any provision made in the Barclays Bank Group's financial statements relating to those matters may not be sufficient to cover actual losses). In connection with such matters, the Barclays Bank Group may incur significant expense, regardless of the ultimate outcome, and any such matters could expose the Barclays Bank Group to any of the following outcomes: substantial monetary damages, settlements and/or fines; remediation of affected customers and clients;

other penalties and injunctive relief; additional litigation; criminal prosecution; the loss of any existing agreed protection from prosecution; regulatory restrictions on the Barclays Bank Group's business operations including the withdrawal of authorisations; increased regulatory compliance requirements or changes to laws or regulations; suspension of operations; public reprimands or censure; loss of significant assets or business; a negative effect on the Barclays Bank Group's reputation; loss of confidence by investors, counterparties, clients and/or customers; risk of credit rating agency downgrades; potential negative impact on the availability and/or cost of funding and liquidity; and/or dismissal or resignation of key individuals. In light of the uncertainties involved in legal, competition and regulatory matters, there can be no assurance that the outcome of a particular matter or matters (including formerly active matters or those arising after the date of the 2023 20-F) will not have a material adverse effect on the Barclays Bank Group's business, results of operations, financial condition and prospects.

Regulatory action in the event a bank or investment firm in the Group is failing or likely to fail, including the exercise by the Resolution Authority of a variety of statutory resolution powers, could materially adversely affect the value of the Notes.

The Bank and the Barclays Bank Group are subject to substantial resolution powers

Under the Banking Act 2009, as amended (the "**Banking Act**"), substantial powers are granted to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the PRA, the FCA and HM Treasury, as appropriate as part of a special resolution regime (the "**SRR**"). These powers enable the Bank of England or any successor or replacement thereto and/or such other authority in the United Kingdom with the ability to exercise the resolution powers in relation to the Bank ("**Resolution Authority**") to implement various resolution measures and stabilisation options (including, but not limited to, the bail-in tool) with respect to a UK bank or investment firm and certain of its affiliates (as at the date of this Base Prospectus, including the Bank) (each a "**relevant entity**") in circumstances in which the Resolution Authority is satisfied that the relevant resolution conditions are met.

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

The Banking Act also provides for additional insolvency and administration procedures for relevant entities and for certain ancillary powers, such as the power to modify contractual arrangements in certain circumstances (which could include a variation of the terms of the Notes), powers to impose temporary suspension of payments, powers to suspend enforcement or termination rights that might be invoked as a result of the exercise of the resolution powers and powers for the Resolution Authority to disapply or modify laws in the UK (with possible retrospective effect) to enable the powers under the Banking Act to be used effectively.

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

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

Resolution powers triggered prior to insolvency may not be anticipated and holders may have only limited rights to challenge them

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

Although the Banking Act provides specific conditions to the exercise of any resolution powers, it is uncertain how the Resolution Authority would assess such conditions in any particular pre-insolvency scenario affecting the Bank and/or other members of the Group and in deciding whether to exercise a resolution power.

The Resolution Authority is also not required to provide any advance notice to holders of the Notes of its decision to exercise any resolution power. Therefore, holders of the Notes may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Bank, the Group and the Notes.

Furthermore, holders of the Notes may have only limited rights to challenge and/or seek a suspension of any decision of the Resolution Authority to exercise its resolution powers (including the bail-in tool) or to have that decision reviewed by a judicial or administrative process or otherwise.

As insured deposits are excluded from the scope of the bail-in tool and other preferred deposits (and insured deposits) rank ahead of any Notes issued by the Bank, such Notes would be more likely to be bailed-in than certain other unsubordinated liabilities of the Bank (such as other preferred deposits)

The relevant legislation in the UK (including the UK Insolvency Act 1986) establishes a statutory preference in the insolvency hierarchy for certain deposits. Firstly, deposits that are insured under the UK Financial Services Compensation Scheme ("**insured deposits**") rank with existing preferred claims as 'ordinary' preferred claims and secondly, all other deposits of individuals and micro, small and medium sized enterprises held in a UK bank ("**other preferred deposits**"), rank as 'secondary' preferred claims only after the 'ordinary' preferred claims.

In addition, the UK implementation of the EU Deposit Guarantee Scheme Directive increased, from July 2015, the nature and quantum of insured deposits to cover a wide range of deposits, including corporate deposits (unless the depositor is a public sector body or financial institution) and some temporary high value deposits.

The effect of these changes is to increase the size of the class of preferred creditors. All such preferred deposits will rank in the insolvency hierarchy ahead of all other unsecured senior creditors of the Bank, including the holders of the Notes. Furthermore, insured deposits are excluded from the scope of the bail-in tool. As a result, if the bail-in tool were exercised by the Resolution Authority, the Notes would be more likely to be bailed-in than certain other unsubordinated liabilities of the Bank such as other preferred deposits.

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

The Notes may be rated by credit rating agencies and may in the future be rated by additional credit rating agencies, although the Bank is under no obligation to ensure that any Notes issued under the Programme are rated by any credit rating agency. Credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in these Risk Factors and other factors that may affect the liquidity or market value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the credit rating agency at any time.

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

If the Bank determines to no longer maintain one or more ratings, or if any credit rating agency withdraws, suspends or downgrades the credit ratings of the Bank or the Notes, or if such a withdrawal, suspension or downgrade is anticipated (or any credit rating agency places the credit ratings of the Bank or, if applicable, the Notes on "credit watch" status in contemplation of a downgrade, suspension or withdrawal), whether as a result

of the factors described above or otherwise, such event could adversely affect the liquidity or market value of the Notes (whether or not the Notes had an assigned rating prior to such event).

Furthermore, as a result of the EU CRA Regulation, if the status of a rating agency rating the Notes changes or the rating is not endorsed by a credit rating agency registered under the EU CRA Regulation, European regulated investors may no longer be able to use the rating for regulatory purposes. Similarly and as a result of the UK CRA Regulation, if the status of a rating agency rating the Notes changes or the rating is not endorsed by a credit rating agency registered under the UK CRA Regulation, UK regulated investors may no longer be able to use a rating for regulatory purposes. In both cases, any such change could cause the Notes to be subject to different regulatory treatment. This may result in such European regulated investors or UK regulated investors, as applicable, selling the Notes, which may impact the value of the Notes and any secondary market.

Risks relating to Notes which are linked to "benchmarks"

Interest rates or other types of rates and indices which are deemed to be "benchmarks" are the subject of ongoing national and international regulatory review and reform, with further changes anticipated. These reforms have resulted in the cessation of certain benchmarks, including Sterling London Interbank Offered Rate ("**LIBOR**") and Japanese Yen LIBOR, the cessation of U.S. Dollar LIBOR at the end of June 2023 and other benchmarks could be eliminated entirely or declared unrepresentative. Such reforms may cause benchmarks to perform differently than in the past, a benchmark could be eliminated entirely or declared unrepresentative, or there could be other consequences that cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a benchmark, including possible adverse U.S. tax consequences.

Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**EU Benchmarks Regulation**") and the UK Benchmarks Regulation (as defined above under "*Important Notices*") apply to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU and in the UK, respectively. These regulations could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of any such regulation. In each case, such changes could, among other things, have the effect of reducing or increasing the rate or level, or affect the volatility of, the published rate or level of the benchmark.

More broadly, any of the international or national reforms, or the general increase in regulatory scrutiny of benchmarks, could increase the costs and risks of administering or participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the discontinuation or unavailability of quotes of certain benchmarks.

For Notes which reference any affected benchmark, uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to such benchmark may adversely affect such benchmark rates during the term of such Notes and the return on, value of and the trading market for such Notes.

In accordance with the terms and conditions of the Notes, Notes which reference any affected benchmark may be subject to the adjustment of the interest provisions in certain circumstances, such as the potential elimination of the relevant benchmark, an inability to obtain authorisation or registration by the administrator of the relevant benchmark, changes in the manner of administration of such benchmark or the availability of a successor or replacement benchmark. The circumstances which could trigger such adjustments are beyond the Issuer's control. The subsequent use of a replacement benchmark may result in changes to the terms and conditions of the Notes (which could be extensive) and/or interest payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the relevant benchmark remained available in its current form.

Although pursuant to the terms and conditions of the Notes, spread adjustments may be applied to any such replacement benchmark in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, the application of such adjustments to the Notes may not achieve this objective. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. There is no assurance that the characteristics of any replacement

benchmark would be similar to the affected benchmark, that any replacement benchmark would produce the economic equivalent of the affected benchmark or would be a suitable replacement for the affected benchmark. The choice of replacement benchmark is uncertain and could result in the use of risk-free rates (see "*The market continues to develop in relation to risk free rates (including overnight rates)* which *are possible reference rates for the Notes*" for the risks relating to the use of such rates) and/or in the replacement benchmark being unavailable or indeterminable.

Any such replacement of the benchmark might be treated for U.S. federal income tax purposes as a deemed disposition of Notes by a U.S. Holder in exchange for new Notes issued by the new obligor. As a result of this deemed disposition, a U.S. Holder could be required to recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the fair market value at that time of the U.S. Holder's Notes, and the U.S. Holder's tax basis in those Notes. U.S. holders of the Notes should consult their tax advisers concerning the U.S. federal income tax consequences to them of a rate replacement with respect to the Notes.

In certain circumstances the ultimate fallback of interest for a particular Interest Period or Reset Period may result in the rate of interest for the immediately preceding Interest Period or Reset Period, as the case may be, being used. This may result in the effective application of (i) a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or the Initial Rate of Interest; or (ii) a fixed rate for Reset Notes based on the Rate of Interest for the previous Reset Period or the Initial Rate of Interest, as applicable. Furthermore, if the Issuer determines it is not able to follow the prescribed steps set out in the terms and conditions of the Notes, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequence could have a material adverse effect on the trading markets for such Notes, the liquidity of such Notes and/or the value of and return on any such Notes.

The terms and conditions of the Notes may require the exercise of discretion by the Issuer, its designee or an independent adviser, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the terms and conditions of the Notes) and/or the amendment of the terms and conditions of the Notes without the consent of holders of the Notes. The interests of the Issuer or those of its designee or the independent adviser, as applicable, in making such determinations or amendments may be adverse to the interests of the holders.

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under Notes linked to a benchmark or could have a material adverse effect on the market value or liquidity of, and the amount payable under, such Notes.

Investors should consider these matters when making their investment decision with respect to such Notes. Investors should also consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation, the UK Benchmarks Regulation and any other regulations relating to benchmarks and/or risks arising from any possible cessation or reform of certain reference rates.

The market continues to develop in relation to risk-free rates (including overnight rates) which are possible reference rates for the Notes

Investors should be aware that the market continues to develop in relation to risk-free rates, such as the Sterling Overnight Index Average ("**SONIA**"), the Secured Overnight Financing Rate ("**SOFR**"), the euro short-term rate ("**€STR**") and the Singapore Overnight Rate Average ("**SORA**"), as reference rates in the capital markets for sterling, U.S. Dollar, euro and Singapore dollar bonds, respectively, and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

In addition, market participants and relevant working groups have been working together to design alternative reference rates based on risk-free rates, including applying term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the terms and conditions of the Notes and used in relation to Notes that reference such risk-free rates issued under this Programme. If the relevant risk-free rates do not prove to be widely used in securities such as the Notes, the trading price of such Notes linked to such risk-free rates may be lower than those of Notes referencing rates that are more widely used. The Issuer

may in the future also issue Notes referencing SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, €STR, or SORA that differ materially in terms of interest determination when compared with any previous SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, €STR, or SORA referenced Notes issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in Notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Notes, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

Notes referencing risk-free rates may also have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities referencing such risk-free rates, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, €STR, or SORA.

Risk-free rates differ from interbank offered rates in a number of material respects

Risk-free rates may differ from interbank offered rates in a number of material respects, including (without limitation) by being backwards-looking in most cases, calculated on a compounded or weighted average basis, risk-free, overnight rates and, in the case of SOFR, secured, whereas such interbank offered rates are generally expressed on the basis of a forward-looking term, are unsecured and include a risk-element based on interbank lending. As such, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates for the Notes. Furthermore, SOFR is a secured rate that represents overnight secured funding transactions, and therefore will perform differently over time to an unsecured rate. For example, since publication of SOFR began on 3 April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such risk-free rates nor should they rely on any hypothetical data.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk-free rates to reliably estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank

offered rates, if Notes referencing backwards-looking SONIA, SOFR, €STR, or SORA become due and payable under Condition 14 (*Enforcement Events and Remedies*) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final rate of interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

Any of the administrators of SONIA, SOFR, €STR, and SORA may make changes that could change the value of SONIA, SOFR, €STR, or SORA or discontinue SONIA, SOFR, €STR, or SORA respectively

The Bank of England, the Federal Reserve Bank of New York, the European Central Bank or the Monetary Authority of Singapore (or their successors) as administrators of SONIA (and SONIA Compounded Index), SOFR (and SOFR Compounded Index), €STR or SORA, respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such rates and/or indices are calculated, eligibility criteria applicable to the transactions used to calculate such rates and/or indices, or timing related to the publication of SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, €STR, or SORA. In addition, an administrator may alter, discontinue or suspend calculation or dissemination of SONIA, SONIA Compounded Index, SOFR, SOFR Compounded Index, €STR, or SORA, in which case a fallback method of determining the interest rate on the Notes will apply in accordance with the terms and conditions of the Notes (see "*Risks relating to Notes which are linked to "benchmarks"*"). An administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

RISKS RELATING TO THE GLOBAL COLLATERALISED MEDIUM TERM NOTES

Notes issued under the Global Collateralised Medium Term Note Series

Each Global Collateralised Medium Term Note of a Class will share in the security granted by the LLP for such Class under the Security Agreement. If an Acceleration Event occurs with respect to such Class, all the Notes of that Class will accelerate at the same time against the Issuer but will be subject to, and have the benefit of, payments made by the LLP under the LLP Undertaking. In order to ensure that any further issuance of Notes does not adversely affect existing holders of the Notes, any new Class, except with respect to Classes in a Shared Collateral Class Group, will have separate collateral arrangements from those described herein relating to the Notes. Classes in a Shared Collateral Class Group will share in the liquidation proceeds relating to the Class Collateral of each Class that is a part of such Shared Collateral Class Group at the time of such liquidation, but not in the liquidation proceeds arising from the sale of Class Collateral relating to any other Classes not in such Shared Collateral Class Group. Accordingly, prospective investors should be aware that additional collateral will not be made available to the LLP in order for it to meet its obligations under the LLP Undertaking with respect to the Notes, and that any surplus collateral from any other Class will not be available as a source of payment for the LLP or the Issuer.

Applicable Enforcing Party's powers may affect the interests of the holders of the Notes

In the exercise of its powers, trusts, authorities and discretions, the Applicable Enforcing Party will only have regard to the interests of the holders of the Notes of any relevant Class and may not act on behalf of any Seller. If, in connection with the exercise of its powers, trusts, authorities or discretions, the Applicable Enforcing Party is of the opinion that the interests of the holders of the Notes of any relevant Class would be materially prejudiced thereby, the Applicable Enforcing Party may seek direction from the applicable group of Noteholders, seek advice from counsel and rely upon the same, or otherwise take action that may result in delays in actions by the Applicable Enforcing Party, and potentially losses on the Notes for some or all investors. See the summary of the rights of the Applicable Enforcing Party in "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*" below.

Transaction Documents may be amended, or provisions waived, without investor consent

Potential investors should review the description of the standard for amendments and waivers under each of the Transaction Documents. In certain circumstances, described herein, one or more Transaction Documents could be amended, or a waiver granted of a provision thereof, without the need for consent from any of the Noteholders. See "*Summary of the Transaction Documents—The Administration Agreement*" and "*Summary of the Transaction Documents—The Collateral Administration Agreement*".

The Notes may be redeemed prior to their scheduled maturity date

The applicable Final Terms for a particular Class of Notes may provide that the Issuer has a right to redeem the Notes prior to their scheduled Maturity Date. With respect to Classes the Eligible Securities for which include Restricted Securities Collateral, the Final Terms may provide that the Issuer has a right to redeem the Notes following the occurrence of the Escrow Termination Date, a change in the Class B Conversion Rate, any determination that the applicable Custodian may not hold the Restricted Securities Collateral for the account of the LLP or as otherwise indicated in the Final Terms for the applicable Class. See "*Securities Collateral consisting of Visa B Common Stock is subject to transfer restrictions and possible dilutive adjustments that may adversely affect its marketability and value and result in losses to holders of the Notes*." Although rights of early redemption are often exercised in periods where prevailing interest rates are lower than those prevailing at the time of issuance, the Issuer may elect to exercise any early redemption right at any time as permitted under the applicable Final Terms for other reasons, in its discretion. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon redemption may be lower than expected.

The Final Terms for a particular Class of Notes may provide for early redemption at the option of Noteholders. A prospective investor in such a Note should understand the consequences of liquidating any investment in such Notes by redeeming such investment as opposed to selling it. This includes knowing when the Notes are redeemable and how to redeem them.

If the Notes are redeemed or cancelled prior to their scheduled Maturity Date (including as a result of an exercise of any Call Option, Put Option or Make-Whole Redemption Option), the Issuer will take into account when determining the relevant Redemption Amount, and deduct therefrom, an amount in respect of all costs, charges, taxes, duties, losses and expenses (if any) incurred (or expected to be incurred) by or on behalf of the Issuer in connection with the redemption or cancellation of the Notes, including, without limitation, any costs associated with terminating, liquidating, obtaining or re-establishing any hedge or related trading position (including, without limitation, hedging unwind and funding breakage costs and any associated costs of funding). Such costs, charges, taxes, duties, losses and expenses will reduce the amount received by Noteholders on redemption or cancellation and may reduce the Redemption Amount to zero. The Issuer is under no duty to hedge itself at all or in any particular manner, and is not required to hedge itself in a manner that would (or may be expected to) result in the lowest costs, charges, taxes, duties, losses and expenses.

The Notes may bear interest at negative rates

The Conditions of the Notes provide that for Notes that bear interest at a floating rate, the Interest Amount for an Interest Period may be a positive or negative value or zero. When the Interest Amount is a negative value, the negative Interest Amount shall be offset against the Redemption Amount on the Maturity Date, Early Redemption Date, Make-Whole Redemption Date or Optional Redemption Date, as applicable. As a result, in the event of sustained periods of negative interest rates, Noteholders could lose some or all of the entire value of their investment in the Notes.

Notes where denominations involve integral multiples

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of that minimum Specified Denomination that are not integral multiples of that minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

Redemption or cancellation of the Notes in the event of illegality or physical impossibility

If the Issuer determines that the performance of any of its absolute or contingent obligations under the Notes has become illegal or a physical impossibility, in whole or in part, for any reason, the Issuer may redeem or cancel the Notes by paying each holder of such Notes an amount equal to the relevant Redemption Amount of such Note, notwithstanding such illegality. Such redemption or cancellation may result in an investor not realising a return or realising a reduced return on an investment in the relevant Notes.

Status of the Notes and the LLP Undertaking

The Notes are direct, unsubordinated and unsecured obligations of the Issuer and will rank equally among themselves and, with the exception of certain obligations given priority by applicable law, will rank *pari passu* with all other present and future outstanding unsecured and unsubordinated obligations of the Issuer. The obligations of the LLP under the LLP Undertaking constitute direct, unsubordinated and limited recourse secured obligations of the LLP (with such recourse being limited to the Collateral for any Class, which in the case of any Class in a Shared Collateral Class Group, would include Collateral of the Shared Collateral Class Group). If the proceeds of realisation of the Collateral for a Class are insufficient to meet the claims of the related Noteholders in full, the Noteholders will continue to rank as unsecured creditors of the Issuer in respect of any shortfall due and payable by the Issuer pursuant to the relevant Notes.

Possible illiquidity of the secondary market

There can be no assurance as to how Notes will trade in the secondary market or whether such market will be liquid or illiquid, which may adversely affect the value of the Notes and/or the ability of the Noteholder to dispose of them. There will be one Note per Class and the Eligible Security for each Class (particularly with respect to Classes the Eligible Securities for which include Restricted Securities Collateral) is to a degree bespoke for the initial holder(s) of such Class, further adversely affecting the liquidity of such Notes. The Issuer may list Notes on the Euronext Dublin or any other exchange as is specified in the applicable Final Terms or may issue Notes which are not listed on any exchange. However, no assurance can be given that any secondary trading market will develop for the Notes, and neither the Issuer nor any Lender is required to make a market in the Notes. If Notes are not listed or traded on any exchange, pricing information for such Notes may be more difficult to obtain and the liquidity of such Notes may be adversely affected. The fact that Notes are listed will not necessarily lead to greater liquidity. Neither the Issuer nor any Dealer currently intends to make a market in any Class of Notes.

If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes. Also, to the extent that Notes of a particular Series are redeemed in part, the number of Notes of such Series outstanding will decrease, resulting in diminished liquidity for the remaining Notes. A decrease in the liquidity of a Class of Notes may cause, in turn, an increase in the volatility associated with the price of such Class of Notes.

In the case of Negative Margin Classes, the market value of the Collateral securing such Class will be less than the amount necessary to repay all amounts due to the holders of the related Notes. As a result, investors in the secondary market may potentially assign a lesser value to such Notes and such Notes may have lesser liquidity. Moreover, the value and liquidity of such Notes may depend to a greater extent on the credit ratings of the Issuer (rather than the Collateral) than similar fully collateralised Notes.

Certain Notes are also subject to transfer restrictions. See "*Terms and Conditions of the Global Collateralised Medium Term Notes—Form, Title and Transfer*".

Taxation

Potential purchasers of Notes should be aware that duties and other taxes and/or expenses, including any applicable depositary charges, transaction charges, stamp duty and other charges, may be levied in accordance with the laws and practices in the countries where the Notes are transferred.

Except to the extent that the Issuer is required by law to withhold or deduct amounts for or on account of Tax or to the extent otherwise disclosed in the Conditions, a holder of Notes must pay all Taxes and Settlement Expenses relating to the Notes. As used in the Conditions of the Notes, "**Settlement Expenses**" include any expenses (other than in relation to Taxes) payable on or in respect of or in connection with the redemption, exercise or settlement of such Note or Notes, and "**Taxes**" means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including any applicable stock exchange tax, turnover tax, stamp duty, stamp duty reserve tax and/or other taxes, duties, assessments or governmental charges of whatever nature chargeable or payable and includes any interest and penalties in respect thereof.

Save to the extent otherwise disclosed in the Conditions, the Issuer is not liable for or otherwise obliged to pay any Taxes or Settlement Expenses and all payments and/or deliveries made by the Issuer will be made subject to any such Taxes or Settlement Expenses which may be required to be made, paid, withheld or deducted.

The information on taxation contained in this Base Prospectus is based on the law and practice currently in force and is subject to change. The effect of the current taxation regimes referred to in this Base Prospectus may vary depending upon the individual circumstances of an investor. The levels and bases of, and reliefs from, taxation can also change. The Issuer cannot give any assurance as to the actual tax treatment of the Notes, or of a particular investor, as a result of the purchase, holding, sale, redemption or exercise of a Note.

Potential purchasers of Notes should consult their own independent tax advisers. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

Non-registration under the Securities Act and restrictions on transfer

The Notes 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. The Notes are being issued and sold in reliance upon exemptions from registration provided by such laws. Consequently, the transfer of the Notes will be subject to satisfaction of legal requirements applicable to transfers that do not require registration under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. In addition, the Notes are subject to certain transfer restrictions as described herein under "*Clearance, Settlement and Transfer Restrictions*" and "*Purchase and Sale*", which may further limit the liquidity of the Notes.

Legality of Purchase

Neither the Issuer nor the LLP have registered or will register as an investment company under the Investment Company Act (or any similar non-US regulatory regime), and, accordingly, investors in the Notes are not afforded the protections of regulation under the Investment Company Act or otherwise.

None of the Bank, the LLP, the Administrator or any of their affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective purchaser of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it. However, notwithstanding the lawfulness of any acquisition of the Notes, where Notes are held by or on behalf of a US person (as defined in Regulation S) who is not a QIB and a QP at the time it purchases such Notes, the Bank may, in its discretion and at the expense and risk of such holder, (a) redeem the Notes, in whole or in part, of any such holder who holds any Note in violation of the applicable transfer restrictions or (b) compel any such holder to transfer the Notes to a purchaser who is a QIB and also a QP or to a non-US person outside the United States.

If, despite such restrictions, a court were to determine that the LLP was required to register as an investment company under the Investment Company Act, both the LLP and holders of Notes are likely to be materially and adversely affected.

No Fiduciary Role

None of the Bank, the LLP, the Applicable Enforcing Party, the Administrator, the Collateral Administrator, the Restricted Collateral Disposition Administrator or any of the parties to the Transaction Documents or any of their respective Affiliates is acting as an investment advisor, and none of them (other than the Applicable Enforcing Party) assumes any fiduciary obligation, to any purchaser of Notes.

None of the Bank, the LLP, the Applicable Enforcing Party, the Collateral Administrator, the Administrator, Restricted Collateral Disposition Administrator or any of the parties to the Transaction Documents or any of their respective Affiliates assumes any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of an obligor of the Class Collateral.

None of such parties makes any representation or warranty, express or implied, as to any of such matters.

RISKS RELATING TO THE LLP AND THE CLASS COLLATERAL

LLP only obliged to pay Payment Amounts when such amounts are Due for Payment

Under the terms of the LLP Undertaking, the LLP is obliged to pay Payment Amounts as and when such amounts are "**Due for Payment**" meaning, prior to the occurrence of an Acceleration Event with respect to any Class, the date on which an amount of interest or principal (including any accreted discount) is due on the Notes of such Class (whether pursuant to the original terms of such Class or any earlier date on which such amounts become due, in accordance with the terms of such Class, by reason of prepayment, acceleration of maturity, mandatory or optional redemption or otherwise), and following the occurrence of an Acceleration Event with respect to such Class, the Acceleration Date. The LLP is not obliged to pay any other amounts (including broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Notes) which become payable for any other reason, nor is it liable to pay amounts that would otherwise constitute Payment Amounts if the same are not Due for Payment. The Payment Amount with respect to the Notes may be less than the amount that would have been due had the Notes been paid on their scheduled maturity date in full. If, following an Acceleration Event, a Note is accelerated on a date prior to its maturity date, the Payment Amount will not include interest accruing (or discount accreting) for any period after the applicable Acceleration Date.

Limited recourse obligations of the LLP

The LLP is a special purpose, bankruptcy-remote limited liability partnership organised under the laws of England and Wales, having limited assets other than its right, title and interest in, to and under the Collateral pledged to each Applicable Enforcing Party for the benefit of the related Secured Creditors. The Notes represent obligations solely of the Issuer, with the benefit of payment undertakings by the LLP, and the only security available for the benefit of the Noteholders will be the Collateral related to the applicable Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group), subject to the Post-Acceleration Priority of Payments summarised under "*Summary of the Transaction Documents—The Security Agreement (English law)*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)*". As noted above, only the Class Collateral for a given Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group) is available to support that Class (or Shared Collateral Class Group): the Notes of different Classes are not cross-collateralised except that each Class in a Shared Collateral Class Group shares Collateral with the other Classes in its Shared Collateral Class Group. Excess Class Collateral available in respect of one Class's related Class Collateral will not be available to any other Class except in the case of a Class that is included in a Shared Collateral Class Group. Otherwise, the holders of the Notes will have an unsecured claim against the Issuer. Although the Applicable Enforcing Party has the right to enforce certain rights and remedies against the LLP upon the occurrence of certain events of default, as set forth in the Transaction Documents, and to enforce the rights of the LLP against the applicable Seller under the applicable Repurchase Agreement following the declaration or deemed declaration of a Repurchase Event of Default, there can be no assurance that the Collateral will be sufficiently liquid or sufficient in an amount to cause the Notes to be paid in full at such time.

The LLP's ability to meet its obligations under the LLP Undertaking with respect to any Class will depend on (i) the availability and realisable value of the Class Collateral held by the Applicable Enforcing Party for the benefit of the related Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group), (ii) the amount of Available Receipts generated by repurchases by the Sellers under the related Repurchase Transactions, (iii) the receipt by it of funds from the sale of property credited to the Collateral Account and/or the Escrow Account allocated to the related Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group), and (iv) any other realisable value derived from any other Collateral relating to such Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group). The LLP's obligations under the LLP Undertaking arise on a Class by Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group) basis, meaning that if Class Collateral for a given Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group) yields an excess, such excess may not be applied to offset losses that arise in connection with another Class except in the case of a Class included in a Shared Collateral Class Group. Prospective investors should carefully review the descriptions of the security and collateral arrangements, and the description of the LLP Undertaking, set forth in this Base Prospectus, and ensure that they fully understand the limits on the Collateral available for any given Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group). With respect to any Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group), recourse against the LLP under the LLP Undertaking is limited to the Collateral applicable to such Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group) and the proceeds thereof, and any payments with respect to

such Class under the LLP Undertaking are limited by and subject to the priorities of payments related to the Notes. If an Acceleration Event for a Class occurs and the Issuer defaults in its payment of the Notes of such Class, the Collateral applicable to that Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group) may not be sufficient to meet the claims of all the Secured Creditors in that Class (or Shared Collateral Class Group in the case of a Class in a Shared Collateral Class Group). See "*Summary of the Transaction Documents—The Security Agreement (English law)—Post-Acceleration Priority of Payments*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)—US System Post-Acceleration Priority of Payments*" below.

In the case of Negative Margin Classes, the market value of the Collateral securing such Class will be less than the amount necessary to repay all amounts due to the holders of the related Notes and risks described in the preceding paragraphs may further increase the shortfall between the market value of the Collateral and the amounts owing to the holders of the related Notes.

Limited recourse to the Sellers

The LLP, the Custodians, the Collateral Administrator and each Applicable Enforcing Party will not undertake any investigations, searches or other actions on any Class Collateral and will rely instead on the representations and warranties given in each Repurchase Agreement by the applicable Seller in respect of the Purchased Securities sold by it to the LLP. See "*Summary of the Transaction Documents—Repurchase Agreements*" below. In the event such Seller sells securities to the LLP that are not Eligible Securities, and such Seller fails to repurchase such ineligible securities or there is any other Repurchase Event of Default applicable to the Seller, the LLP has the option to require such Seller to immediately repurchase the related securities. There is, however, no guarantee that such Seller will comply with such requirement and, in the event the LLP sells such securities to a third party at a price below the applicable Repurchase Price, there is no guarantee that such Seller will make up the shortfall. In such event, the LLP would then only have an unsecured claim against such Seller in the amount of such shortfall, as well as related interest and damages.

Potential Application of the Bail-In Power to the Rights of The LLP

The following sections describe the potential application of the bail-in power to the rights of the LLP under the related Repurchase Agreement, the LLP and the LLP Undertaking and Security Agreement, and the Issuer and the Notes.

(a) *Treatment of the Repurchase Agreement*

Under the Banking Act 2009 (Restriction of Bail-In Provision, etc) Order 2014 (the 2014 Order), the bail-in tool cannot be used to cancel or modify liabilities under repurchase agreements and other forms of financial contracts which are capable of being set-off or netted (which would include the liabilities under the Repurchase Agreement) but which have not been converted into a net debt claim or obligation. Only post-netting or set-off liabilities can be cancelled or modified. The 2014 Order does not operate to prohibit the bail-in provision from being exercised to convert the protected liability (the liability that is subject to set-off or netting) into the net sum that would be due following netting or set-off. Any post-netting liability of the Issuer or other entity as seller under the Repurchase Agreement (e.g. resulting from under-collateralisation at the point of netting) would be an unsecured obligation of the Issuer or other repo seller as repo seller and so susceptible to bail-in. To the extent any under-collateralised claim of the LLP against a repo seller were subject to bail-in, the ultimate recoveries available to the LLP to support the LLP Undertaking would be diminished by the value of that unsecured claim to the extent subject to bail-in.

(b) *Treatment of the LLP, the LLP Undertaking and Security Agreement*

The Global Collateralized Medium Term Notes benefit from the limited recourse LLP Undertaking, pursuant to which the LLP agrees to pay an amount equal to any amount of principal and interest due but unpaid under an applicable Class of Notes, limited to the Collateral expressed in the Security Agreement applicable to such Class and the proceeds thereof. Because the LLP Undertaking is a secured obligation pursuant to the applicable Security Agreement, it should not be subject to the bail-in tool, up to the value of the relevant security.

In connection with the exercise of the bail-in tool, the Banking Act grants the relevant UK resolution authority an ancillary power to cancel or modify a contract, such as the LLP Undertaking, under which a banking group company, such as the LLP, has a liability. Although as discussed above the Banking Act expressly provides that

secured obligations are not subject to bail-in to the extent the obligation is secured, the provision granting this ancillary power to cancel or modify a contract does not expressly exclude secured obligations. Consequently, there is a risk that the relevant UK resolution authority could exercise this ancillary power to cancel or modify the liabilities of the LLP under the LLP Undertaking. No assurances can be given as to how the relevant UK resolution authority would seek to exercise the bail-in power.

In the event of use of the bail-in tool by the relevant UK resolution authority, the liabilities of the Issuer under the Notes could be cancelled, modified or changed. The LLP Undertaking (as amended) expressly provides that any such cancellation, modification or change in the liability or the form of liability of the Issuer under the Notes, resulting from the making of a special bail-in provision (as such term is defined in section 48B of the Banking Act) with respect to the Issuer shall in no way affect or impair the rights of Any Applicable Enforcing Party or holder or the obligations of the LLP pursuant to the LLP Undertaking and that the LLP Undertaking shall remain in full force and effect as if such special bail-in provision had not been made. As a result, the LLP Undertaking provides that the quantum of the obligation secured by the LLP Undertaking will not be affected by a reduction in the Issuer's liability under the Note arising from application of the bail-in tool.

The BRRD also provides that covered bonds are exempt from the scope of the bail-in power. This exemption is not reflected in the Banking Act by a direct exclusion of covered bonds. Rather, the Banking Act 2009 (Banking Group Companies) Order 2014 (the Banking Group Companies Order) excludes "covered bond vehicles" (as defined in the Banking Group Companies Order) from the categories of banking group companies which can be the subject of a bail-in. The Programme is structured in a manner that is similar in many respects to a covered bond programme, but no assurance can be given that a UK resolution authority or a court would ultimately determine that the Programme would be eligible to benefit from the exclusion of covered bond vehicles from the scope of the bail-in power.

(c) *Treatment of the Issuer and the Notes*

Several categories of liabilities are excluded from the scope of the bail-in power, including liabilities of a bank to the extent that they are secured. Secured liabilities are defined in this context to include liabilities that are "covered" by collateral arrangements. Because the liabilities of the Issuer to the holders of the Notes benefit from the collateral arrangement involving the LLP Undertaking and the Security Agreement, the relevant UK resolution authority could consider these liabilities to be "covered" by a collateral arrangement and, as such, be secured liabilities of the Issuer for purposes of the application of the bail-in tool. However, given that the liabilities are secured by the LLP and not directly by the Issuer, it is possible that the relevant UK resolution authority or a court could conclude that the liabilities should be treated as being unsecured liabilities of the Issuer, and thus subject to bail-in.

Insolvency of the LLP - UK Insolvency Act 1986

The Programme has been structured so as to reduce significantly the likelihood of the LLP entering into an English insolvency process (administration, liquidation, company voluntary arrangement or receivership) or an arrangement, reorganisation or restructuring (a standalone moratorium, scheme of arrangement or a restructuring plan). However, if the LLP were nevertheless to enter into an English insolvency process or arrangement, the ability of an Applicable Enforcing Party to enforce the security interests granted by the LLP under the relevant Security Agreement may be limited in the manner set out below. Under the Banking Act, an undertaking within the same group as a UK bank can, in certain circumstances, become subject to the bank administration procedure provided for in the Banking Act. Each reference in this section to administration or the administrator includes a reference to bank administration, to the extent applicable to the LLP, or as applicable to the related bank administrator.

If the LLP were to enter into administration (or certain documents were filed at court with a view to placing the LLP into administration), a moratorium, which would prevent any step being taken to enforce security interests over the LLP's assets (without either the consent of the administrator or leave of the court), would automatically be applicable and would continue while the LLP is in administration. The moratorium does not affect title transfer arrangements (such as those contained in the English Law Security Agreement). The moratorium may not prevent the taking of steps to enforce security interests outside of England and Wales, subject to contrary order by a UK or foreign court. If the moratorium applied, the relevant Applicable Enforcing Party would need to obtain the consent of the administrator or the permission of the court in order to take any step to enforce the security interests granted under the applicable Security Agreement.

If it met certain criteria and wished to put forward a company voluntary arrangement, the LLP could seek protection by virtue of the standalone moratorium on taking any step to enforce security over the LLP's assets (without the leave of the court) for an initial period of 20 days, with the option to extend.

In addition to the administration moratorium, the LLP could seek alternative protection from creditors by putting in place the standalone moratorium. An LLP can, by its members filing the relevant documents at court, obtain a standalone moratorium to provide it with breathing space in order to explore its options in respect of rescue or restructuring but only if it is likely it can continue as a going concern. The standalone moratorium affects an LLP by preventing the enforcement of security (and other actions). The initial period of a standalone moratorium is 20 days with options to extend. The standalone moratorium can also be used in conjunction with other insolvency or rescue procedures such as a company voluntary arrangement. However, as the LLP is party to a capital market arrangement for a debt of at least £10 million and involved in the issue of a capital market investment, it is likely to be deemed an excluded entity to which a standalone moratorium does not apply. Further, a capital market investment is an excluded contract under the standalone moratorium therefore even if the LLP could obtain a standalone moratorium, any rights under the Security Agreements to which it is a party would still be exercisable against the LLP except insofar as they are prohibited. The standalone moratorium may also not apply to the LLP as, as aforementioned, an undertaking within the same group as a UK bank can, in certain circumstances, become subject to the bank administration procedure and deposit-taking banks, banking group companies under the Banking Act and investment banks are all excluded entities for the purpose of the standalone moratorium. It is noted that the Secretary of State is able under regulation to modify these exceptions and therefore no assurance can be given that any future modifications will not be detrimental to the noteholders.

Other rescue or reorganisation procedures available to an LLP include a scheme of arrangement and a restructuring plan. Both a scheme of arrangement and a restructuring plan enable the LLP to seek a compromise arrangement with its creditors. A restructuring plan however has the unique feature of enabling a cross-class cram down meaning that if one class of creditors is dissenting, it can be forced to adhere to the plan if the dissenting class can be shown to be no worse off than under the relevant alternative (for example, a liquidation) and at least one class that would receive payment or has a genuine economic interest in the LLP has voted in favour. Where available, a standalone moratorium can be used in parallel to a scheme of arrangement or restructuring plan which would affect the enforcement of security however, as mentioned above, this is unlikely to affect the LLP.

If the LLP went into liquidation or administration, then to the extent any of the security interests created by or pursuant to the Security Agreement were regarded as "floating" rather than "fixed" security interests under English law, certain preferential debts (including debts, liabilities, expenses, remuneration of an administrator or liquidator and after 1 December 2020, certain HMRC debts) will rank in priority to claims of holders of floating security interests and would be paid out of the floating secured assets. In addition, a prescribed part of the realisations under those security interests (up to a maximum of £800,000) would need to be made available for the satisfaction of unsecured debts of the LLP (if any) in priority to claims under those "floating" security interests.

If the LLP were to enter into administration, the administrator could in certain circumstances (but only with leave of the court where the security interests are "fixed") dispose of or take action in relation to assets subject to security interests as if they were not subject to that security, and this could affect the extent to which an Applicable Enforcing Party could itself enforce the security interests granted under the applicable Security Agreement. If the administrator were to take such a step, secured creditors would have the same priority in respect of the net proceeds as they had in respect of the assets subject to the security interests.

The administration moratorium, the standalone moratorium, the prescribed part and the ability of administrators to dispose of secured assets (all discussed above) would not apply if and to the extent that the Security Agreement in relation to the security interests granted under it is regarded as constituting a "security financial collateral arrangement" under the UK Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**"). No assurance can be given that the Security Agreement in relation to the security interests granted under it would be so regarded for the purposes of the Financial Collateral Regulations.

Insolvency of the Bank and BCSL—Treatment of Repurchase Agreements

Since Barclays Bank PLC is authorised by the Financial Conduct Authority (the "**FCA**") with permission to carry on the regulated activity of accepting deposits, the special resolution regime set out in the Banking Act could apply in relation to its insolvency or to undertakings within the same group as a UK bank that satisfy certain specified conditions, to the insolvency of BCSL and/or the LLP.

Under the special resolution regime, there are five pre-insolvency "stabilisation options" that could potentially be implemented by a combination of the FCA, the Bank of England's Financial Policy Committee and the PRA (known as the "**Authorities**"), namely (1) the transfer of all or part of the bank to a private sector purchaser; (2) the transfer of all or part of the bank to a bridge bank owned by the Bank of England; (3) transfer of the bank or bank holding company to temporary public ownership; (4) transfer to an asset management vehicle wholly or partly owned by HM Treasury or the Bank of England; and (5) the bail-in tool. The decision to trigger the special resolution regime and, once triggered, the decision to implement the stabilisation options, will be made by the Authorities with regard to a number of public interest factors not limited to the bank's solvency and potentially out of the control of the Bank, including for example the stability of the UK's financial systems, the maintenance of public confidence and the protection of depositors.

A stabilisation option may be implemented that involves the transfer effected by a property transfer instrument of some or all of the property, rights and liabilities of the Bank to a purchaser or bridge bank. A transfer can take place regardless of any legislative or contractual restriction including any consent requirement. It is possible that all or only some of the rights and/or liabilities of the Bank to the LLP under the Repurchase Agreements could be transferred. However, under the Banking Act 2009 (Restriction of Partial Property Transfers) Order 2009, a property transfer instrument may not provide for the transfer of some, but not all, of the protected rights and liabilities between a party and the bank under a particular set-off arrangement, netting arrangement or title transfer financial collateral arrangement; for the transfer of the property or rights against which a liability is secured unless that liability and the benefit of the security are also transferred; or for the transfer of some, but not all, of the property, rights and liabilities which are or form part of a capital market arrangement to which the bank is a party. Provision is also made for an assessment of whether compensation should be paid to some or all pre-transfer creditors. A purchaser or bridge bank would thereafter take the place of the Bank in relation to the Repurchase Agreements. None of the stabilisation options could be implemented in a manner which involves a transfer to a purchaser or bridge bank of collateral which has been transferred to the LLP under the Repurchase Agreements.

Where some or all of the property of the bank has been transferred, the Bank of England may also modify or cancel a contract or other arrangement between the residual bank and a group company (which might include the LLP) (whether or not rights or obligations under it have been transferred) or impose rights and obligations between them and a transferee. That power may be exercised only in so far as the Bank of England thinks it necessary to ensure the provision of services and facilities to enable the transferee to operate the business effectively. So far as reasonably practicable, the Bank of England is required to aim to preserve or include provision for reasonable consideration and any other provision that would be expected in arrangements concluded between parties dealing at arms' length. Its modification and cancellation powers do not apply to rights or liabilities which may be netted or set off under a set off arrangement, netting arrangement or title transfer financial collateral arrangement; where the effect would be that the liability is no longer secured; or which are or form part of a capital market arrangement. To the extent that the Repurchase Agreement fell within those exceptions, the modification and cancellation powers of the Bank of England would not apply.

If the Bank of England exercises a stabilisation power in respect of the Bank, it could impose a temporary suspension or stay of termination rights in a contract to which the Bank is a party, including the rights of a counterparty to accelerate, close-out, set-off or net obligations. Termination rights may be exercised prior to the expiry of the suspension if the Bank of England confirms that the Bank's rights and obligations under the contract in question will not be transferred to a purchaser or bridge bank or be subject to bail-in. A similar temporary suspension or stay may also be imposed by the Bank of England on the Bank's obligations to make a payment or delivery under a contract. In each case, the suspensions can only last for a maximum of two business days and subject to certain limited exceptions, rights arising during the suspension can be exercised on the expiry of the suspension period.

Whether or not the stabilisation options are implemented, the bank insolvency procedures or bank administration procedures under the Banking Act could apply in relation to the Bank's insolvency. The bank insolvency procedures apply the sections of the Insolvency Act 1986 relating to compulsory winding up and the bank administration procedures apply the sections of the Insolvency Act 1986 relating to administration, both with modifications.

Since BCSL is authorised by the FCA with permission to carry on the regulated activity of arranging safeguarding and administration of assets, dealing in investments as agent and dealing in investments as principal, and it has advised the Issuer that it holds client assets or money, the special administration regime set out in The Investment Bank Special Administration Regulations 2011 could apply in relation to its insolvency. The special

administration regime applies the sections of the Insolvency Act 1986 relating to administration, with certain modifications.

However, the matters set out above (in the section headed "*Insolvency of the LLP—UK Insolvency Act 1986*") regarding the effect of the Insolvency Act 1986 on security interests granted by the LLP do not have application to the respective rights and liabilities of the Bank, BCSL and the LLP under the Repurchase Agreements because title transfer arrangements such as those constituted by the Repurchase Agreements do not constitute security for the purpose of the moratorium.

In relation to both the Bank and BCSL, the decision to make an application for a bank insolvency order / the appointment of a special administrator respectively could be made with regard to a number of public interest factors not limited to solvency and potentially out of their respective control, including for example that it would be fair and expedient in the public interest to put it into bank insolvency/special administration. The directors and creditors of the Bank and BCSL may not otherwise appoint an administrator or liquidator unless the FCA has been given two weeks' notice of the proposed appointment or otherwise consents to it. At present, the Authorities have not made an instrument or order under the Banking Act in respect of the Bank but no assurance can be given that this will not change in the future.

Separately, the enforcement process for a Repurchase Agreement documented on an MRA as against the Bank or BCSL as Seller, is not certain in an insolvency context. In the event of an insolvency under the applicable regime (as described above), the insolvency proceedings would be conducted in the courts of England and Wales. However, ancillary proceedings may be conducted in other jurisdictions, and not necessarily on a coordinated basis with the English proceedings. In particular, were the Bank to become insolvent, it is expected that proceedings with respect to the assets of the New York branch of the Bank would be initiated by the applicable authorities, including the New York State Superintendent of Financial Services. Because an MRA is documented under New York law, and the associated collateral would be US System Securities Collateral, the relevant authorities would likely take the view that all those assets are within the ambit of their authority in respect of the New York branch of the Bank, and seek to oversee the termination, acceleration and liquidation of the related Repurchase Agreements in accordance with New York law, as described herein. However, the courts of England may separately rule on the same matters. Were they to do so, they would apply English law to decide the matter. And while the preferred outcome would be for the courts of England to uphold the New York law security interest and MRA as falling within the ambit of the Financial Collateral Arrangements Regulations, there can be no assurance that they would do so. Beyond the normal uncertainties of litigation, the Financial Collateral Arrangements Regulations contain wording whose precise meaning and effect is not clear. Broadly, the applicable language in the regulations allows that a right of the collateral provider (here, the Seller) to effect a substitution or to withdraw excess financial collateral will not prejudice the financial collateral having been provided to the collateral taker (here, the applicable Custodian on behalf of the LLP) as required in order to qualify for the benefits of the Financial Collateral Arrangements Regulations. The rights retained by the Seller under an MRA and the associated US Security Agreement are, however, broader than merely rights to substitute and to withdraw excess collateral: for example, the related Seller has rights to income, voting rights, and associated other rights. It is not clear whether the provision summarised above is intended to be exclusive, such that the Seller having rights beyond substitution or a right to excess means that the benefits of the Financial Collateral Arrangements Regulations would not be available. There is no direct case law on the question. However, there were *obiter dicta* statements in a case relating to the Lehman Brothers insolvency that could give support to an argument that such extended rights should not mean that the Financial Collateral Arrangements Regulations do not apply. However, as there was no direct holding on this point (it not being the subject of that case), the comments of the judge are only persuasive and form a basis for argument, and are not a binding precedent.

The Bank of England's power to impose a temporary suspension on payment and delivery obligations and termination rights applies to any relevant contract to which the Bank is a party, irrespective of the governing law of the contract. Therefore, the Bank of England's power to impose a temporary suspension could be applied to the Repurchase Agreement that is governed by New York law.

In addition, PRA regulations require banking organisations such as the Bank and BCSL to include contractual language acknowledging the Bank of England's stay powers in certain financial arrangements governed by non-EEA law, including the Repurchase Agreements.

Any suspension or stay of the LLP's ability to exercise its rights under a Repurchase Agreement could adversely affect the ability of Noteholders to exercise their rights under the Transaction Documents.

Insolvency of BCI—Treatment of Repurchase Agreements

In the event of financial distress or insolvency, BCI, a US broker-dealer that is a member of the Securities Investor Protection Corporation ("**SIPC**"), is eligible for resolution under the provisions of the Securities Investors Protection Act of 1970 ("**SIPA**"). In addition, because BCI is a Futures Commission Merchant, the liquidation of its commodity accounts would also be governed by Subchapter IV of Chapter 7 of the Bankruptcy Code and Part 190 of the Code of Federal Regulations (CFR Part 190). In theory, the liquidation of BCI's securities accounts could also be addressed under Chapter 7 of the Bankruptcy Code, but if a proceeding were commenced, SIPC would have the option of staying such proceeding by seeking a protective decree in the US district court. If such a protective decree were granted, the provisions of SIPA will control the liquidation. In the event of financial distress or insolvency of BCI, Title II, Orderly Liquidation Authority, of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**") may also be triggered as the Bank is currently subject to Dodd Frank.

SIPA Proceeding –

Upon the commencement of a SIPA proceeding with respect to BCI, SIPA provides that a court shall, if the Seller consents or if the court finds the necessary statutory predicates exist, issue a protective decree which generally stays all proceedings in which BCI is a party as well as stays any acts of creditors to enforce their rights, including termination of contracts.

A creditor or counterparty under a "securities contract" or "repurchase agreement", as defined in the United States Bankruptcy Code (the "**Bankruptcy Code**"), may have (i) the right to liquidate, terminate or accelerate the Master Repurchase Agreement and the Repurchase Transactions; and (ii) the rights to set off mutual debts and claims and to liquidate the Purchased Securities which are the subject of any Repurchase Transaction, in each case without being stayed by the protective decree, operation of the Bankruptcy Code or by any order of a court in any proceeding. While the Repurchase Transactions have been structured, and the LLP and BCI will state in the Transaction Documents that they intend that the related Repurchase Agreement will qualify, as a "securities contract" (as defined in the Bankruptcy Code), that characterisation could be subject to challenge.

However, the protective decree sought by SIPC and entered by a court could order a stay of foreclosure on or disposition of securities collateral pledged by the Seller, which could be temporally open-ended, requiring the LLP to seek prior court approval for the exercise of its rights. The delay and expense of seeking such relief, and the ultimate availability of same, cannot be determined or quantified and could result in reductions in payments on the Notes and a potential loss on each holder's investment therein.

The LLP's rights under the related Repurchase Agreement with BCI, and any claim arising thereunder (in excess of the value of previously posted collateral or Purchased Securities), would likely be categorised as general unsecured claims against the Seller's SIPA estate and would not be categorised as a claim of a customer. While the LLP may be entitled to a claim against the SIPC's insurance fund, its claim would be subordinate to all customer claims, which may well be of significant magnitude.

Dodd-Frank Title II Proceeding –

Dodd-Frank constitutes a sweeping reform of the regulation and supervision of financial institutions, impacting different aspects of the US financial services industry. Title II of Dodd-Frank provides that a financial company, which could include BCI or its affiliates, could be designated as a covered financial company subject to resolution under Title II of Dodd-Frank. After the FDIC's appointment as receiver for a covered broker-dealer, it is required to appoint SIPC to act as trustee for the broker-dealer's liquidation. SIPC would apply its normal liquidation processes, and have the same rights, powers, and duties for a liquidation under Title II as it does under SIPA. The rights and obligations of parties to a qualified financial contract (as defined in Section 210 of Dodd-Frank) are governed under Section 210 of Dodd-Frank and not by the SIPC processes.

Section 210 of Dodd-Frank generally treats qualified financial contracts in a manner similar to the Federal Deposit Insurance Act. Subject to restrictions on the exercise of judicial action and other legal proceedings, Dodd-Frank prohibits (i) any stay upon the exercise of any right to terminate, liquidate or accelerate arising on the date of appointment of the FDIC as receiver for the covered financial company, (ii) any stay upon the exercise of rights under related security agreements or (iii) the stay of any right to offset or net payment amounts. However, Dodd-Frank does prohibit the exercise of the right to terminate, liquidate or accelerate until 5:00 p.m. eastern time on the close of business on the first business day following the date of appointment of the FDIC as receiver. A

qualified financial contract can be transferred by the FDIC to a financial institution (including a bridge financial company) with notice to the counterparty at any time prior to the close of business on such first business day following appointment of the FDIC. In making any transfer of a qualified financial contract, the FDIC is required to transfer to a financial institution or bridge financial company either all or none of the qualified financial contracts between the counterparty and its affiliates and the covered financial company, together with the claims of the parties and property securing the contracts. The FDIC may also exercise its rights to repudiate either all or none of the qualified financial contracts between the counterparty and its affiliates and the covered financial company if, in its discretion, the FDIC determines the performance of those contracts would be burdensome and repudiation would promote the orderly administration of the estate. Upon repudiation of all of a counterparty's qualified financial contracts, the FDIC is liable for compensatory damages to the counterparty that would include normal and reasonable costs of cover or other reasonable measures of damages utilised in the industry for securities contracts and related claims.

Dodd-Frank is an omnibus regulatory act enacted in 2010 with respect to which certain of the required supporting regulations and rules have not yet been adopted and implemented, and others that have been adopted and implemented have only recently become effective. Similarly, the foregoing paragraphs summarising the possible effects of Dodd-Frank should be reviewed in light of the current evolving regulatory regime, and the possibility that regulations may significantly vary the effect of Dodd-Frank, its scope, and/or its applicability to the transactions described in this Base Prospectus. Accordingly, the FDIC may construe Dodd-Frank's provisions and exercise its powers in a manner that would challenge the exercise of rights by a counterparty to a qualified financial contract. Those challenges might include actions such as a request for injunctive relief, the characterisation of the repurchase agreement as a "qualified financial contract" or be based on a claim that an affiliate like the LLP should be substantively consolidated with the BCI. Finally, the US Department of the Treasury issued a report in January 2018 that recommended retaining Title II but also recommended various reforms to Title II to make it a more effective bankruptcy process for financial institutions. Changes to Title II or its implementing regulations could affect the transactions described in this Base Prospectus.

Title II of Dodd-Frank has not been tested by the actual failure of a financial institution and accordingly the potential impact of a Title II proceeding on the noteholders cannot be determined with any certainty. Prospective purchasers of the Notes should discuss the risks associated with any commencement of a Dodd-Frank Title II proceeding with their own counsel.

Regulators in the US may impose a temporary suspension of payments and have the power to suspend enforcement or termination rights to any contract, including repurchase agreements, for which a counterparty is being administered through SIPA, the Bankruptcy Code, and/or Dodd Frank, irrespective of whether the governing law of the contract is the law of New York, England or other jursidictions.

Any such suspension or stay of the LLP's ability to exercise its rights under a Repurchase Agreement could adversely affect the ability of Noteholders to exercise their rights under the Transaction Documents.

Acceleration Event

Upon the occurrence of an LLP Event of Default or any other Acceleration Event with respect to any Class, the Applicable Enforcing Party will be required to give a written Acceleration Notice to the Issuer and the LLP to the effect that, as against the Issuer and the LLP under the LLP Undertaking, each applicable Class is, and each Class will thereupon immediately become, due and payable at its respective principal amount outstanding (including accreted discount) together with accrued interest, if any, through the date of repayment. In addition, the relevant Applicable Enforcing Party will otherwise be required to protect, preserve and enforce its rights in the Collateral in accordance with its standard of care set forth in the applicable Security Agreement. There can be no assurance that the Applicable Enforcing Party will be aware of the circumstances establishing the existence of an Acceleration Event, or recognise that an Acceleration Event has then occurred or that the Applicable Enforcing Party will deliver an accurate Acceleration Notice in the form and manner required by the Transaction Documents. Even if the Applicable Enforcing Party complies with the applicable standard of care with respect to the Collateral and enforcement of its rights under the Security Agreement, there is no guarantee or assurance that such efforts will realise sufficient funds to pay in full amounts due and owing to the holders of the related Notes. Furthermore, in the absence of an Acceleration Event with respect to a given Class, the Applicable Enforcing Party will have no right to sell the Class Collateral related to such Class except in limited circumstances described herein, arising as a result of a Repurchase Event of Default affecting one or more Sellers. Following an Acceleration Event, the Notes will be subject to repayment, as applicable, in accordance with the priority of payments described in

"*Summary of the Transaction Documents—The Security Agreement (English law)—Post-Acceleration Priority of Payments*" and "*Summary of the Transaction Documents—The Security Agreement (New York law)—US System Post-Acceleration Priority of Payments*" below, and such repayment may occur prior to the related maturity date for such Class. No compensation will be owed or payable to Noteholders for any interest or discount that would have accrued or accreted after the date of acceleration, and Noteholders will have no claim for any such amount. If, following an Acceleration Event, a Note is accelerated on a date prior to its maturity date, the Payment Amount will not include interest accruing (or discount accreting) for any period after the applicable Acceleration Date.

Maintenance of Margin

If at any time, the aggregate Margin Value of a given Repurchase Transaction is less than the Purchase Price plus the then accrued and unpaid Price Differential for such Repurchase Transaction, the relevant Seller will be obligated to cure the resulting Margin Deficit by delivering cash or Margin Securities in the form of Eligible Securities to the applicable Custodian on behalf of the LLP. Although such Seller is obligated to cure any such Margin Deficit, there is a risk that such Seller will fail to do so. Although such a failure would constitute a Repurchase Event of Default and may become an Acceleration Event (unless for any Seller in respect of which an Issuer Collateral Posting Election could be exercised, the Issuer makes an Issuer Collateral Posting Election and fulfills its obligations in connection therewith) and the Applicable Enforcing Party on behalf of the LLP could then exercise the LLP's rights under the applicable Repurchase Agreement, including requiring the applicable Seller to immediately repurchase the Purchased Securities of the affected Repurchase Transaction at the Purchase Price plus the Price Differential, there is no guarantee that the Applicable Enforcing Party will immediately exercise such rights, and no guarantee that the applicable Seller would effect such a repurchase. If an Issuer Collateral Posting Election is made, there can be no assurance that the Issuer would continue to fulfill its obligations under the Credit Support Deed, which would have the effect of delaying the occurrence of an Acceleration Event beyond the time when the initial default by the applicable Seller occurred. If, following such an Acceleration Event, the Applicable Enforcing Party sells the Purchased Securities subject to such Repurchase Transaction, there is no guarantee that the proceeds of the sale of the Purchased Securities in the Collateral Account of the affected Class will be in an amount sufficient to repay all amounts due to the holders of the affected Notes, nor is there any guarantee that the Issuer will meet its obligation to make up for any such shortfall.

Factors that may affect the realisable value of the Class Collateral or any part thereof or the ability of the LLP to make payments under the LLP Undertaking

Upon the sale of any Class Collateral by the relevant Applicable Enforcing Party, whether as a result of an Acceleration Event for the related Class or otherwise, there is a possibility that the Applicable Enforcing Party will be unable, temporarily or otherwise, to gain possession of the securities because, among other things, the Collateral Administrator, one or more Custodians, the Securities Intermediary or some other intervening party denies access to the applicable Collateral Account. Such a denial may arise where the applicable party disagrees that access is permitted, or wishes to seek directions, legal advice, or an order of a court, or for another reason. Such event may result in the failure of, or delays in, the sale by the Applicable Enforcing Party of the related Class Collateral and reductions in amounts available to make payment on the affected Class or Classes or Notes.

There can be no guarantee that a buyer will be found to acquire Class Collateral at the times such securities are offered for sale by an Applicable Enforcing Party, and there can be no assurance as to the price which may be able to be obtained. Any of these factors could apply or arise inconsistently across the portfolio of securities being sold, in particular because the Class Collateral will consist of various types of securities, including equity securities. All sales of Class Collateral must be effected in accordance with applicable laws, including applicable securities laws, and sales by an Applicable Enforcing Party are not exempt from such securities laws purely as a result of such sales being a liquidation of collateral security. There are various regimes of securities laws which may apply to sales and distributions of the Class Collateral following an Acceleration Event for a Class, and the Applicable Enforcing Party will be permitted to retain counsel to advise it with respect to compliance with laws in the discharge of its duties. There may be delays while such counsel are retained, instructed, research applicable laws and advise the Applicable Enforcing Party, and the costs of such counsel will be deducted from the proceeds of sale. In addition, the need to comply with (or qualify for an exemption from) such securities laws in the sale of such securities may result in a sale conducted in a manner that realises a lower amount of net proceeds than might otherwise have been generated had the sale been conducted in another manner.

In addition to the various regimes of securities laws, the sale or disposition of Class Collateral consisting of Restricted Securities Collateral will be further limited by the applicable Restricted Securities Collateral Protocol,

which may limit the number of, or eliminate entirely any, potential buyers for such Class Collateral. See also, "*In the Case of an Acceleration Event for the Class, Noteholders May Not Be Able to Foreclose on the Securities Collateral consisting of Visa B Common Stock until After the Escrow Termination Date; the Escrow Termination Date is An Uncertain Date in the Future, and the Value of such Collateral Following the Escrow Termination Date May be Zero. Any Liquidation of Collateral Prior to the Escrow Termination Date May Be at a Significant Discount*" and "*Summary of the Transaction Documents—The Security Agreement (English law)—Restricted Securities Collateral Protocol*".

Value of the Class Collateral

The payment undertaking granted by the LLP in respect of the Class of Notes, is, *inter alia*, secured by the LLP's interest in the related collateral owned by the LLP and held for the benefit of a particular Class (the "**Class Collateral**"). Since the economic value of the Class Collateral for a Class may increase or decrease, the value of the LLP's assets may decrease (for example if there is a general decline in the securities markets). If the securities markets experience an overall decline in prices, the value of the Class Collateral for a Class could be significantly reduced and there is no assurance that the applicable Seller will post cash or additional securities to cure any resulting Margin Deficit. In addition, there is the risk that the applicable Custodian will fail to recognise a decline in market values or to properly calculate a Margin Deficit in a timely manner or to notify the LLP so that it may require the applicable Seller to cure such Margin Deficit. Any calculation of the Margin Value of the Class Collateral by such Custodian generally will be derived from screen pricing or market quotations, and there can be no assurance that such sources represent the current market value of the related securities, or that they will do so at the time when the quotation is sought. There can be no assurance that the Custodians will make the same determination of value for a given security. After the occurrence of an Acceleration Event for a Class, any decline in the Margin Value of the related Purchased Securities may not be cured, and investors in such Class of Notes would, in such circumstances, be exposed to such price declines in the period between the Acceleration Date and the date the related Class Collateral is liquidated by the Applicable Enforcing Party or any other party.

In the case of certain Class Collateral, the fair market value for the related securities will be provided by the Seller. For Classes where this is the case, a notation to that effect will appear on the Final Terms or the collateral eligibility schedule appended to the Final Terms. Therefore, the Custodian will be dependent upon the Seller to assign such fair market values to the Eligible Assets that are the subject of these Classes, that are difficult to value without access to any independent, proprietary pricing models and methods. The Custodian and the LLP will not have independent access to any such models or methods for valuation. As described under "*—Risks Relating to the LLP and the Class Collateral—Reliance of the LLP on third parties*" in the Base Prospectus, reliance upon third parties to determine the fair market value of an item of Class Collateral entails risk. Moreover, external professional input and manual operations generally play a larger role in valuing the Eligible Assets that are the subject of these Classes than Class Collateral consisting solely of securities for which there is a screen-based market price available. Furthermore, in the ordinary course of its business the Seller typically re-values such assets periodically rather than every business day, and accordingly there may be a delay in re-valuation of the securities that constitute such Class Collateral. No different approach will be taken with respect to the Eligible Assets that are the subject of these Classes, and accordingly the values assigned by the Seller, although given daily to the Custodian, will be the same until the applicable assets are re-valued by the Seller in the ordinary course of its business. Therefore, such valuations may not reflect any downward movement in such assets' values between such scheduled re-valuations. Because of such difficulties in valuing the Eligible Assets that are the subject of these Classes in the absence of external professional input, there is a risk that the Collateral Agent will be unable to properly price such Eligible Assets for sale, if applicable, or that the Custodian will rely on potentially inaccurate or out-of-date valuations in calculating margin amounts. There are further risks associated with these Classes, in that as well as being the Issuer, the Bank will be the sole Seller authorised to enter into Repurchase Transactions with this type of arrangement, and will determine the market value of the Eligible Assets the subject of these Classes. Each such valuation will be made by the Bank using the same valuation methodology that it uses when it is the buyer under repurchase agreement facilities for comparable assets from third parties, and the same valuation methodology that it uses in connection with the reverse repurchase transactions pursuant to which it acquired the applicable securities. However, because the Bank is both the Issuer and the Seller, and it establishes the valuation of the Eligible Assets that are the subject of these Classes, which in turn determines if the related Notes are fully collateralised, a conflict of interest exists.

Limited description of the related Class Collateral

The Class Collateral will be comprised of a variety of Eligible Securities. The applicable Custodian will allocate the Class Collateral into the applicable Collateral Account for the related Class in accordance with the related Final Terms for such Class of Eligible Securities and the terms of the related Custodial Agreement. In addition, subject to the restrictions in the applicable Repurchase Agreement and the applicable Custodial Agreement, Class Collateral may be substituted by the related Seller for other Eligible Securities on any Business Day. The Collateral Administrator, based on information received from the applicable Custodian, will be obliged to make a daily summary report available to the applicable Noteholders regarding the Class Collateral for each Class. Because the eligibility of securities is based on criteria, and because of the ability of the applicable Seller to effect substitutions in accordance with the Transaction Documents, neither the Issuer nor the LLP can control the exact composition of the Class Collateral for a particular Class at any point. There can be no assurance that the Class Collateral for a particular Class will, upon an Acceleration Event for such Class, be composed of securities that are attractive to prospective purchasers, or otherwise susceptible of prompt liquidation. In addition, there is the risk that one or more Custodians will incorrectly allocate the Class Collateral in accordance with the Schedule of Eligible Securities, or that the reporting done by the Collateral Administrator will misstate the content of the Collateral Accounts for such Class, resulting in delays in fulfillment by the LLP of its obligations under the LLP Undertaking following such Acceleration Event.

Securities Collateral consisting of Visa B Common Stock is subject to transfer restrictions and other restrictions and possible dilutive adjustments that may adversely affect its marketability and value and result in losses to holders of the Notes

In the case of a Class for which the Securities Collateral includes Visa B Common Stock, the Visa B Common Stock is subject to transfer restrictions and possible dilutive adjustments in its conversion ratio to Class A Common Stock, par value $0.0001 per share, of Visa Inc. ("**Visa A Common Stock**"). Pursuant to the Visa Charter (as defined herein), ownership of Visa B Common Stock prior to the Escrow Termination Date (as defined herein) is limited to certain financial institutions that are members or affiliates of such members (in either case, "**Visa Members**") of Visa U.S.A. Inc., an operating subsidiary of Visa International. The Issuer and the LLP are Visa Members. The Securities Collateral consisting of Visa B Common Stock is subject to transfer restrictions specified in the Eighth Restated Certificate of Incorporation of Visa Inc. as filed with the Secretary of State of Delaware on January 24, 2024 (the "**Visa Charter**"). See "*In the Case of an Acceleration Event for the Class, Noteholders May Not Be Able to Foreclose on the Securities Collateral consisting of Visa B Common Stock until After the Escrow Termination Date; the Escrow Termination Date is An Uncertain Date in the Future, and the Value of such Collateral Following the Escrow Termination Date May be Zero. Any Liquidation of Collateral Prior to the Escrow Termination Date May Be at a Significant Discount.*"

Pursuant to Visa Inc.'s retrospective responsibility plan (the "**Plan**"), Visa B Common Stock will generally not be transferable to persons that are not Visa Members until the date on which certain litigation of Visa Inc. and its subsidiaries ("**Covered Litigation**") has been finally resolved (the "**Escrow Termination Date**"). After the termination of the transfer restrictions on the Visa B Common Stock, if Visa B Common Stock is transferred to a person that is not a Visa Member, such Visa B Common Stock will be automatically convertible into shares of Visa A Common Stock at the applicable conversion rate (the "**Class B Shares Conversion Rate**") in effect as of the time of such transfer. Visa A Common Stock is publicly traded on the New York Stock Exchange.

Prior to the Escrow Termination Date, the Class B Shares Conversion Rate will be subject to dilutive adjustments to the extent of any future issuances of Visa A Common Stock that are authorized by the litigation committee of the Visa Inc. board of directors (the "**Litigation Committee**") in order to increase funding for the litigation escrow account (the "**Visa Escrow Account**") that has been established by Visa Inc. to make payments relating to obligations of Visa Inc. in connection with settlements of, or judgments in, the Covered Litigation. As a result, if the size of the Visa Escrow Account is increased, the Class B Shares Conversion Rate and, therefore, the value of the Securities Collateral represented by then posted Visa B Common Stock will decrease. Further, in the event that a significant increase is made to the size of the Visa Escrow Account, the Class B Shares Conversion Rate may decrease to zero, which would result in the Securities Collateral represented by Visa B Common Stock losing its entire value. Any loss in value of Securities Collateral consisting of Visa B Common Stock may result in a Margin Deficit that would require the relevant Seller to make a Margin Transfer of Margin Securities in order to eliminate the Margin Deficit. No assurance can be provided that the Seller would have sufficient resources or the ability to eliminate the Margin Deficit. If Barclays Bank PLC, as Issuer of the Notes, becomes subject to a bankruptcy or similar insolvency proceeding and the value of the Securities Collateral is insufficient to satisfy the

payment obligations under the LLP pursuant to LLP Undertaking, Noteholders will have only an unsecured claim against the remaining assets of Issuer to the extent of such insufficiency.

The Visa Charter authorises an exchange offer program that provides holders of Class B common stock with an opportunity for liquidity by allowing holders to exchange a portion of their outstanding shares of Class B common stock for shares of transferable Class C common stock. Under the exchange offer program, holders of Class B-1 common stock (which, prior to the exchange offer, constitutes all Class B common stock) to exchange such Class B-1 common stock for one half of a newly issued share of Class B-2 common stock and newly issued shares of Class C common stock in an amount equivalent to one half of a share of Class B-1 common stock, with such equivalence based on the respective amounts of Class A common stock into which Class B-1 common stock and Class C common stock would be convertible as of the date of the exchange offer. The Visa Charter authorises further such exchange offers where the then-current outstanding class of Class B Common Stock (the "Class B-X Common Stock" for purposes of any such exchange offer) will be exchangeable for the next numerically-designated class of Class B Common Stock (the "Class B-Y Common Stock" for purposes of any such exchange offer), and Class C common stock in Visa Inc., respectively. The current Visa Charter has designated, in addition to the Class B-1 Common Stock, Class B-2 common stock, Class B-3 common stock, Class B-4 common stock and Class B-5 common stock.

Class B-2 common stock (and any subsequent Class B-Y Common Stock) will be subject to the transfer restrictions described herein and, in addition, as a condition to participating in an exchange offer, holders of applicable Class B-Y Common Stock will be required under the terms of the Visa Charter and the exchange offer to enter into a makewhole agreement with Visa Inc. Payments under the makewhole agreement are designed to equal the decline in value that a participating holder would have experienced from a downward adjustment to the Class B Shares Conversion Rate for the Class B-1 common stock had it not tendered such shares in the exchange offer. The value of Class B-1 common stock fluctuates, and any other Class B-Y common stock will fluctuate, based on the Class B Shares Conversion Rate and the market price of Class A common stock. Because there is no cap on the value of Class A common stock, as long as the Class B Shares Conversion Rate for the Class B-X common stock is greater than zero (regardless of whether any shares of the related Class B-X common stock actually remain outstanding after the exchange offer), there is no cap on the value of Class B common stock. Therefore, until all U.S. covered litigation obligations have been satisfied or the Class B Shares Conversion Rate for the Class B common stock reaches zero, there is no dollar cap on the amount of payments that a participating holder may be obligated to make under its makewhole agreement. Shares of Class C common stock received in connection with an exchange offer and are not and will not be subject to any such transfer restrictions. However, the makewhole agreement will provide for the staged transfer of the Class C common stock that participating holders receive. A participating holder may only transfer up to one-third of such Class C common stock it receives within the first forty-five (45) days after the exchange offer acceptance date and only up to two-thirds of the Class C common stock it receives within the first ninety (90) days after the exchange offer acceptance date. Accordingly, there may be limited liquidity in the Class C common stock received in a Class B Exchange Offer until the Class C common stock have vested. Also, because the vesting dates are a function of the exchange offer acceptance date, there may be a large number of Class C common stock offers in the market simultaneously, potentially affecting the bid prices offered for such securities.

In the Case of an Acceleration Event for the Class, Noteholders May Not Be Able to Foreclose on the Securities Collateral consisting of Visa B Common Stock until after the Escrow Termination Date; the Escrow Termination Date is An Uncertain Date in the Future, and the Value of such Collateral Following the Escrow Termination Date May be Zero. Any Liquidation of Collateral Prior to the Escrow Termination Date May Be at a Significant Discount.

Under the Visa Charter, Visa B Common Stock will not be freely transferable until after the Escrow Termination Date. While the Transaction Documents have been amended in order to facilitate the financing of Visa B Common Stock before the Escrow Termination Date, including if an Acceleration Event occurs for the related Class, there can be no assurance that Visa Inc. will recognize the transfers that enable the Applicable Enforcing Party to exercise remedies with respect to that Securities Collateral. Visa Inc. could exercise the rights that it has under the Visa Charter to void transfers that it considers not to be permitted by the Visa Charter. In such circumstances, if an Acceleration Event had not then occurred, the Repurchase Transaction for the related Class would need to be unwound and the Visa B Common Stock replaced with other Eligible Collateral, or the related Class called for redemption by the Issuer. If an Acceleration Event had occurred, it is possible that Visa Inc. could seek an injunction, temporary or permanent, seeking to stay the Applicable Enforcing Party's right to exercise remedies with respect to the related Securities Collateral. In these circumstances, Noteholders may not be able realise the value of the Securities Collateral comprised of Visa B Common Stock, if any, until after the Escrow Termination

Date, which will occur only once the Covered Litigation has been finally resolved. Moreover, disposition of shares of Visa B Common Stock constituting Collateral for the related Class may be delayed pending determination of the related Noteholder's status as a Qualified Directing Investor (and membership in a Shared Collateral Class Group). The final terms for certain Notes issued to Noteholders that are Qualifying Directing Investors in a Class the Class Collateral for which includes Restricted Securities Collateral may provide an extended 60 day deadline to certify as to, and establish, their status as Qualifying Directing Investors pursuant to the Security Agreement (English Law). Until their status is established, no Collateral dispositions may be undertaken. During this period, interest in respect of the Note would not accrue and the Noteholder would be exposed to market value changes in the Visa B Common Stock (assuming that it is able to liquidated), which could result in shortfalls in the amounts available to the LLP to pay the Payment Amount in respect of the related Note. *See –Acceleration Event.* If any such Noteholder fails to establish its status as Qualifying Directing Investor and becomes a member of a Shared Collateral Class Group after the Acceleration Event (potentially 60 days after the Acceleration Event), it will not be entitled to receive a share of the proceeds from liquidations of Visa B Common Stock that had already been distributed to such Shared Collateral Class Group prior to its becoming a member of that group. Accordingly, such a Noteholder may be exposed to lower recoveries from later sales of Visa B Common Stock than would have been the case had such Noteholder been a part of the Shared Collateral Class Group as of the Acceleration Event and its pro rata share of the Class Collateral had been liquidated earlier.

Alternatively, pursuant to the Visa Charter, the Applicable Enforcing Party may sell the Visa B Common Stock held as collateral prior to the Escrow Termination Date to other eligible purchasers in the secondary market. If Visa B Common Stock is sold prior to the Escrow Termination Date, the price of such shares may incorporate a significant discount to reflect, among other things, the lack of liquidity of the Visa B Common Stock or the risk of future decreases to the Class B Shares Conversion Rate. There is no established market for Visa B Common Stock. The Applicable Enforcing Party may be unable to find any eligible purchasers that are willing to purchase the Visa B Common Stock. Even if the Applicable Enforcing Party is able to identify an eligible purchaser, it may take time to locate a willing purchaser and any such sale may be on terms that are not equal to the converted equivalent market value of Visa A Common Stock represented by such Visa B Common Stock at the time of sale.

In either case, the value of your Securities Collateral consisting of Visa B Common Stock may decrease significantly between the time that the Acceleration Event has occurred for the related Class and the time that the Applicable Enforcing Party is able to sell or foreclose on that Securities Collateral. The value of your Securities Collateral may be zero. This decrease in the value of the Securities Collateral consisting of Visa B Common Stock from the time that the Acceleration Event has occurred for the related Class to the date of sale to other Visa Members or the Escrow Termination Date may result from, among other things, a dilution in the value of the Visa B Common Stock due to a dilutive adjustment of the Class B Shares Conversion Rate or a decrease in the value of Visa A Common Stock during this time period. In addition, if Visa Inc. becomes subject to a bankruptcy or similar insolvency proceeding following an Acceleration Event for the related Class, the value of the Visa B Common Stock may become worthless even if Visa Inc. was solvent at the time of the Acceleration Event for the related Class.

Noteholders should conduct their own independent investigation of Visa Inc., including information regarding the Visa B Common Stock and Visa A Common Stock and the status of any Covered Litigation. The Issuer is not responsible for the accuracy or completeness of the disclosure of any information by Visa Inc.

Any information that Issuer provides regarding Visa Inc., including the Visa A Common Stock and Visa B Common Stock and the Covered Litigation, is derived from publicly available information filed by Visa Inc. with the Securities and Exchange Commission (the "**SEC**"). The Issuer has not independently verified the accuracy or completeness of any such information and cannot give any assurance that all events that would affect the accuracy or completeness of any information published by Visa Inc. have been properly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events by Visa Inc. could adversely affect the market value of the Visa B Common Stock, the Class B Shares Conversion Rate, and the value of the Notes.

Neither the Issuer, nor its affiliates or agents have participated in the preparation of any of the materials published by Visa Inc. Even though the Bank is a Visa Member, it is not affiliated with Visa Inc. and has no ability to control or predict its actions (including, but not limited to, when a change to the Class B Shares Conversion Rate will occur, or to what extent such conversion rate will be modified) or the public disclosure of any events or circumstance affecting them, and the Issuer has no responsibility to monitor, verify, or disseminate current or

future public disclosure of information by Visa Inc. In the course of its dealings with Visa Inc., the Issuer or its affiliates may acquire non-public information about Visa Inc. If the Issuer or its affiliates do acquire non-public information about Visa Inc., it is not obligated to disclose such non-public information to Noteholders. Noteholders are urged to do their own investigation of Visa Inc. and consult with their own advisors prior to investing in the Notes.

Net Settlement of Repurchase Transactions

The Custodians may utilise netting procedures in carrying out their duties under the Custodial Agreements. In particular, where there are Repurchase Transactions between a Seller and the LLP that are both commencing and maturing on the same day in the same currency, the cash portion of the settlement (i.e. the Purchase Price of commencing transactions and the Repurchase Price of maturing transactions) may be netted, and the securities transferred to the Seller in the settlement process being only those that exceed the Margin Value of securities needed for the commencing transactions or securities from Seller. When such netting occurs, the Seller and the LLP will not be required to have the entire Repurchase Prices or Purchase Prices, as applicable, available in cash in the Seller's Account or the Buyer's Account, as applicable, or to have the gross amount of securities available in their respective accounts. This netting process simplifies the close out and settlement of certain Repurchase Transactions, and satisfies the Seller's and the LLP's respective obligations under the Repurchase Agreement with respect to the applicable Repurchase Transactions. The Secured Parties for each Class in respect of which a Repurchase Transaction is subject to such netting will be reliant on the correct allocation by the related Custodian of the applicable securities against the net cash payment, and (if additional Notes are being issued on such day), the correct application of funds in connection with settlement of the related Notes, instead of having direct recourse to a gross cash amount paid by the Seller and transferred to the LLP or for its benefit under the Custodial Agreement.

Clearing and settlement risk in connection with daily Class Collateral reallocations with respect to Certain Custodians

Each Repurchase Agreement permits the applicable Seller to effect substitutions of Class Collateral on any Business Day, subject to the limitations described herein. In connection with these substitutions, and any other reallocations associated with margin maintenance or operational needs, each Custodial Agreement and each Repurchase Agreement provides that Class Collateral may only be withdrawn from the related Collateral Account against delivery of replacement Eligible Securities. However, in order to effect clearance operations in accordance with current customary market practices and procedures, particularly under the United States triparty custodial system, the applicable Custodian may withdraw Class Collateral prior to the point when replacement Eligible Securities are available to be credited to the associated Collateral Account or Collateral Accounts, notwithstanding the terms of the Transaction Documents. In such cases, the applicable Custodian is expected to advance funds in cash into the related Collateral Account. At that point, the Noteholders of each related Class will be secured by cash collateral, rather than securities. If for any reason the anticipated Eligible Securities are not delivered to the applicable Custodian for credit to the associated Collateral Account, such Custodian will either reverse the transaction (re-crediting the original Class Collateral to the applicable Collateral Account, and withdrawing its cash advance) or, if reversal is not possible, then the cash will remain on deposit in the applicable Collateral Account until Eligible Securities do become available. The amount of cash deposited by such Custodian is expected to be equivalent to the market value of the securities withdrawn from the account, subject to any differences in haircuts applicable to cash as opposed to the securities. The effect of this is that it is possible for the Payment Amount to exceed the amount of cash posted with respect to a given Class, if the cash remains on deposit for some period of time before an Acceleration Event occurs.

The clearing and settlement of Restricted Securities Collateral is expected to be held outside of the United States triparty custodial system and will therefore be subject to the market practices and procedures of the relevant transfer agent and custodian.

Reliance of the LLP on third parties

The LLP has entered into agreements with a number of third parties, which have agreed to perform services for the LLP. Barclays Bank PLC, as the Administrator and as the Issuer, The Bank of New York Mellon, as the Collateral Administrator, each Applicable Enforcing Party and a Custodian, and Clearstream, Luxembourg, as a Custodian, will each perform critical services for the LLP as described herein. Amongst other services, the LLP relies on third parties to mark and margin the Class Collateral on a daily basis, ensure that the Repurchase

Transactions substantially match the economic terms of the GCMTN Notes, close out and enter into new Repurchase Transactions to effect the payment of accrued and unpaid Price Differential on each Interest Payment Date for the related Class of Notes, accurately effect all collateral allocations and all cash and securities movements, and to timely and accurately maintain all books and records associated with their respective roles. The LLP will also rely on the Issuer to issue instructions to withdraw proceeds from the Series Segregated Account and to deposit such proceeds in the Series Operating Account in sufficient time for such proceeds to be used to complete Repurchase Transactions. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of any Collateral, and/or the ability of the LLP to make payments or deliveries in connection with its obligations under the LLP Undertaking, may be affected.

Business Relationships

Each of the Bank, the Applicable Enforcing Party, the Restricted Collateral Disposition Administrator, the Collateral Administrator or any of their Affiliates may have existing or future business relationships with any obligor in respect of any Class Collateral of any Class of Notes (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that it deems necessary or appropriate to protect its interests arising therefrom without regard to the consequences for a Noteholder. Furthermore, the Bank, the Applicable Enforcing Party, the Restricted Collateral Disposition Administrator, the Collateral Administrator or any of their respective Affiliates may buy, sell or hold positions in obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, any Obligor in respect of the Class Collateral.

The Restricted Collateral Disposition Administrator and its Affiliates (the "**BNPP Parties**") may act on their own account or act for clients and counterparties in transactions related to the Restricted Securities Collateral (including in future purchases and sales of the Restricted Securities Collateral and hedging transactions).

The BNPP Parties do not disclose specific trading positions or their hedging strategies, including whether they are in long or short positions in any Restricted Securities Collateral except where required in accordance with the applicable law. Nonetheless, in the ordinary course of business, BNPP Parties and employees or customers of the BNPP Parties may actively trade in and/or otherwise hold long or short positions in the Restricted Securities Collateral, or enter into transactions referencing the Restricted Securities Collateral or the obligors thereof for their own account and for the accounts of their customers. If a BNPP Party becomes an owner of or obtains exposure to any of the Restricted Securities Collateral, any actions that it takes in its capacity as owner, including voting, providing consents or otherwise will not necessarily be aligned with the interests of the Noteholders. In connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on any Noteholder.

Pensions Act 2004

Under the Pensions Act 2004 (United Kingdom) a person that is connected with or an "associate" of an employer under a defined benefits occupational pension scheme can in certain circumstances be subject to a notice or direction served by the Pensions Regulator requiring it to make contributions or provide other financial support to the scheme. The circumstances include a situation where an employer under a scheme is "insufficiently resourced", which it could be if the value of its resources is less than 50% of the employer's share of the pension scheme's estimated deficit calculated on a statutory, annuity buyout, basis. As the LLP is a member of the Group, it may be treated as connected with or an associate of an employer under such a scheme within the Group. In deciding whether to serve a notice or direction and if so for what amount, the Pensions Regulator would have to take into account the financial circumstances of the LLP. The LLP's liability under the notice or direction would rank as an unsecured claim, but claims of this sort made after commencement of an administration will be regarded as a proveable debt in the administration.

Withholding Tax; No Gross-Up by LLP with respect to Payments under the LLP Undertakings

In the event that any withholding tax is imposed on payments under the LLP Undertakings or payments under a Repurchase Agreement, the LLP will not "gross-up" payments to the holders of the relevant Notes. The Noteholders will bear such tax or withholding through a reduction of the amounts available for payment under the LLP Undertakings and the related Notes, unless otherwise specified in the applicable Final Terms. In addition, the LLP will not be obliged at any time to make any payments in respect of additional amounts which may become payable by the Bank under Condition 9 (*Taxation*).

ADDITIONAL RISK FACTORS RELATING TO MORTGAGE ASSETS

The following information, which you should carefully consider, identifies certain material sources of risk associated with an investment in the Notes to the extent the Class Collateral in respect thereof includes or comprises Mortgage Assets. The following risks are in addition to other risks associated with an investment in the Notes, which are described in this Base Prospectus. Investors should fully review the risk factors contained herein and elsewhere in this Base Prospectus, and consult with their legal, tax, accounting and financial advisors prior to making an investment decision.

For the purposes of these *Additional Risk Factors Relating to Mortgage Assets*, the term "**Mortgage Repo Notes**" means Notes for which Mortgage Assets constitute part or all of the related Class Collateral. Correspondingly, "**Mortgage Repo Noteholders**" means Holders of Mortgage Repo Notes.

The Mortgage Repo Classes are not mortgage securitisation transactions because the primary source of repayment is not collections on, or sales of, the Mortgage Assets. Rather, Mortgage Repo Classes represent unsecured, unsubordinated obligations of the Issuer, which also benefit from the LLP Undertaking (Mortgage Repo) that is, in turn, secured by repurchase transactions involving Mortgage Assets. As such, the principal source of payment of the Mortgage Repo Classes will be the Bank in its capacity as Issuer or, in the case of the LLP Undertaking (Mortgage Repo), by the Bank in its capacity as Seller making Repurchase Price payments under the Mortgage Asset Repurchase Agreement. Only if the Bank in its Issuer and Seller capacities fails to perform, and the Underlying Seller does not comply with its repurchase obligations, would the Mortgage Assets become relevant as a source of repayment of the Mortgage Repo Notes. Therefore, the following risk factors should be read with the understanding that it is not anticipated that the LLP would need to rely upon a sale of the Mortgage Repo Class Collateral in order to pay on the LLP Undertaking (Mortgage Repo).

Although the Bank conducts due diligence with respect to mortgage loan originators or sellers from which it purchases Mortgage Assets under repurchase agreements, the Mortgage Repo Class Collateral will not be subject to review by any third-party reviewer at the time of purchase as is typical in securitisation transactions. The absence of a third-party review means that mortgage loan documentation deficiencies that might otherwise have been identified by a reviewer will become apparent to the LLP only if it is notified of such issues, or if the same are identified in the ordinary course of the Bank's business processes and procedures.

The risk factors below do not capitalise the term "mortgage assets" because they are intended to reference mortgage assets of the type(s) that comprise the Mortgage Assets, and do not purport to be a description of, or risk factors associated solely with, the specific Mortgage Assets that may be part of the Mortgage Repo Class Collateral. For mortgage assets that are not whole mortgage loans, such as participation interests in commercial mortgage loans, the value of the mortgage asset depends heavily upon the performance of the underlying whole mortgage loan or mortgage loans. Accordingly, while some of the risk factors herein are specific only to whole mortgage loans or reference whole mortgage loans, because such whole mortgage loans may underlie or otherwise relate to a mortgage asset that itself forms part of the Mortgage Repo Class Collateral, all of such risks may be relevant to mortgage assets generally.

Risks Related to Illiquidity of Mortgage Assets Relative to Securities

Unlike securities, mortgage loans are not fungible. Mortgage loans are not fungible because they relate to specific mortgaged properties and (for residential mortgages and some commercial mortgage loans) individual mortgagors. In addition, payments on commercial mortgage loans (and therefore their value) typically depend upon the receipt of lease or rental income, which in turn generally is generated from the business conducted upon the related premises. The particular use of the premises, the business conducted there, the existence or absence of rent reserves, guarantees or other payment sources, and the exposure of the commercial mortgagor to broader economic forces, make each commercial mortgage loan unique. Accordingly, the LLP's interest in, and rights to, the Mortgage Repo Class Collateral are subject to restrictions described herein that are not applicable to fungible securities.

From time to time, counterparties of the Bank under repurchase transactions where the Bank is the purchaser thereunder are entitled to a return of such counterparty's collateral. If such collateral is comprised of marketable securities, replacement securities are generally readily available from other market sources and the Bank need only return securities of the same issuance (and not necessarily the specific securities originally sold to it under the repurchase agreement). If such collateral is comprised of mortgage assets, however, the Bank must return the

specific mortgage assets that it holds because there will not be identical replacement mortgage assets available from any source. Therefore, prospective investors in Mortgage Repo Notes should recognise that the LLP cannot dispose of Mortgage Repo Class Collateral in the same manner as it can with Class Collateral comprised of securities. This inherent illiquidity in mortgage assets as a form of collateral creates risks of delays and greater expenses if the Collateral Agent is required to realise upon the Purchased Assets directly, as described herein. *See* "*—Risks Relating to Enforcement of Security and Exercise of Remedies*" below.

Risks Related to the Selection and Composition of the Mortgage Repo Class Collateral

The LLP Will Not Select or Monitor the Mortgage Assets

The Seller selects the mortgage assets for which it is willing to provide warehouse financing, and also selects the particular Mortgage Assets that it uses in Mortgage Repurchase Transactions with the LLP. Although the LLP does not have the right to accept or reject any particular proposed Mortgage Asset, the LLP and the Seller have agreed to particular categories of Mortgage Assets that qualify as Eligible Assets for that particular Class and the Seller represents to the LLP that all Mortgage Assets subject to a Mortgage Repurchase Transaction constitute Eligible Assets for such Mortgage Repurchase Transaction. The sole right of the LLP in this regard is that the proposed asset fit the definition of being an Eligible Asset. As described below, the LLP will not independently verify whether a mortgage asset is an Eligible Asset; rather, the LLP will be dependent upon other parties, including the Seller, in order to monitor whether a mortgage asset is and remains an Eligible Asset. The LLP has not established criteria for the qualification of originators or servicers of residential or commercial mortgage loans separate from those of the Seller, and does not influence or control changes in the Seller's criteria therefor. The LLP will not track geographic concentrations for residential or commercial mortgage assets, creditworthiness or otherwise of mortgagors, loan-to-value ratios or computations, rent rolls and debt service coverage or ability-to-repay metrics, tenant concentrations, industries or other metrics relating to tenant types or affiliations in commercial mortgage assets, and there are no criteria for eligibility that depend upon diversity in the mix of asset types relative to each other over time. A Mortgage Repurchase Transactions may be supported by a single commercial mortgage asset, making more acute the applicable risks described herein relating to commercial mortgage assets. As a result of the foregoing, the LLP is exposed to risks associated with asset credit quality, asset diversity, asset price sensitivity and a lack of direct control over the assets, all of which are in addition to and may amplify the other risks described herein.

Risks Related to Qualification of Mortgage Assets as Eligible Assets

Holders of Mortgage Repo Notes will select by category the types of mortgage assets that will be Eligible Assets for the related Mortgage Repo Class, which categories will be listed in the Final Terms for such class. The categories of mortgage assets contained in the Final Terms reference, but do not purport to detail or describe, the standards and criteria adopted by the Bank as to various types of residential and commercial mortgage assets that it is willing to acquire under a repurchase agreement. From time to time, the Bank, acting as buyer of mortgage assets, enters into repurchase transactions with various counterparties, including the Underlying Sellers. Under such repurchase transactions, including the Underlying Seller Documents, the Bank establishes eligibility criteria for which mortgage assets are eligible to be funded and haircuts, concentration limits and other terms applicable thereto. The categories listed in the Final Terms correspond with the Bank's then-applicable guidelines for making such determinations, provided that from time to time the Bank may change or update its criteria and related representations for repurchase transactions. With respect to the mortgage assets comprising Mortgage Repo Class Collateral, the fact that the Bank has acquired such mortgage asset (and assigned it to the corresponding category referenced in the Final Terms) will be relied upon by the LLP as to such mortgage asset's conformity to the Bank's standards and criteria, and thus whether such mortgage asset meets the applicable requirements for being an Eligible Asset of the particular type.

The LLP will not have any control over the standards and criteria established by the Bank from time to time, or over the delineation of what constitutes compliance with such standards and criteria. Rather, the LLP will be dependent upon the Bank to have reviewed each mortgage asset against its standards and criteria in connection with its acquisition of such mortgage asset under the Underlying Transaction. There is a risk that any particular mortgage asset does not meet the requirements for eligibility. Any mortgage asset that does not meet such criteria would not be an Eligible Asset and, unless it meets the criteria for another selected category of Eligible Asset for the Mortgage Repo Class in question, it would need to be repurchased by the Bank from the LLP under the Mortgage Asset Repurchase Agreement. Similarly, the LLP does not have any control over the applicable underwriting standards applied in the origination of the mortgage assets that form Mortgage Repo Class Collateral,

or over compliance with such underwriting standards. Some or all of such mortgage assets may have been originated using underwriting standards that are less stringent than the underwriting standards applied by other first lien mortgage purchase programs, such as those of Fannie Mae and Freddie Mac with respect to residential mortgage loans. The failure of any mortgage asset forming part of the Mortgage Repo Class Collateral to meet the standards and criteria for inclusion as an Eligible Asset, or to meet the applicable underwriting standards, may result in diminished values for such mortgage asset as collateral, and realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

As the buyer under the related repurchase agreements by which it acquires the mortgage assets, the Bank relies on the Underlying Seller to represent that the related mortgage assets constitute eligible assets (for purposes of the Underlying Transaction) and are correctly categorised under the related eligibility criteria. The Underlying Seller will make representations under the Underlying Seller Agreement that each mortgage asset meets the requirements of each categorisation. Once so categorised by the Underlying Seller, the Bank will rely on the Underlying Seller's categorisation and will make no independent investigation as to the accuracy of the categorisation of any such mortgage asset. When entering into repurchase transactions under the Mortgage Asset Repurchase Agreement, the Seller will rely on such categorisations for purposes of monitoring compliance with eligibility for any repurchase transaction. The categorisations assigned by the Seller will be provided to the Mortgage Custodian, together with additional information from the Seller's own books and records that bears upon eligibility, and the Mortgage Custodian will be wholly reliant upon the accuracy of that information and those categorisations, for allocation and monitoring purposes.

Risks Arising in Connection with the Collateral Agent's Ability to Enforce Loan Level Representations and Warranties

The Seller will not make any loan level representations or warranties to the LLP relating to the Mortgage Repo Class Collateral, and the Underlying Sellers will not enter into any assignment and assumption agreements with the LLP or Collateral Agent relating to representations and warranties. The benefit of the representations and warranties made by the Underlying Seller with respect to the mortgage assets forming part of the Mortgage Repo Class Collateral are assigned to the LLP under the Mortgage Asset Repurchase Agreement as part of the Purchased Assets. Neither the LLP nor the Collateral Agent will have direct rights to take action against the related Underlying Sellers for breaches of loan level representations and warranties until the Collateral Agent, by the exercise of remedies, forecloses on the Seller's rights under the Underlying Seller Documents. Pending the establishment of the Collateral Agent's rights, which may cause delay, there is a risk of diminution in value of any mortgage asset as to which there is a breach of representations and warranties. As described under "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*" herein, the Seller agrees with the LLP that it will take certain actions to enforce such representations and warranties made by the Underlying Sellers in the Underlying Seller Documents. Until such breaches are cured, or the related mortgage asset is repurchased from the LLP by the Seller under the Mortgage Asset Repurchase Agreement, there is a risk that in the event the LLP must dispose of the mortgage asset before the relevant breach is cured or the mortgage asset is repurchased, the diminution in value due to the breach could result in reduced recovery, which could result in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to the Revolving Nature of the Mortgage Repo Class Collateral

As stated above, Holders of Mortgage Repo Notes will select, by category, the types of mortgage assets that will be Eligible Assets for the related Mortgage Repo Class. Holders of Mortgage Repo Notes will not be entitled to select the specific mortgage assets, nor will they receive detailed statistics or information in relation to the particular mortgage assets that comprise the related Mortgage Repo Class Collateral. Within the bounds of the Eligible Assets defined in the Final Terms, the composition of the Mortgage Repo Class Collateral may change due to repurchases which may occur on the Repurchase Date or on any other day. The Seller may from time to time, subject to compliance by the Bank with the Mortgage Asset Repurchase Agreement, make repurchases as a result of actions outside of its control, including repurchases effected by the Underlying Sellers pursuant to the Underlying Seller Documents or as a result of payoffs by the underlying mortgagors.

Although the Final Terms will include haircuts for certain categories of mortgage assets designed to reflect, in part, differences in value across different asset types, there is a risk that the specific mortgage assets forming the Mortgage Repo Class Collateral upon an Acceleration Event may have characteristics that make them less valuable when compared with other mortgage assets that are Eligible Assets, and such characteristics may not be

adequately covered by the haircut. However, the obligation of the Seller to repurchase the Purchased Assets upon an Acceleration Event does not depend upon the market value or other characteristics of the Purchased Assets, nor does the obligation of the Underlying Seller to repurchase the related mortgage assets pursuant to the Underlying Seller Documents depend upon the market value or other characteristics of the such assets. Accordingly, should the Seller (or the Underlying Seller) fully perform its repurchase obligations, the LLP will not be exposed to this form of market value risk. However, if the Seller and the Underlying Seller do not fully perform their respective repurchase obligations, or if there is a delay in such performance, this form of market value risk would arise in circumstances where the Collateral Agent is required to realise upon the Purchased Assets directly, as described herein. This risk may be exacerbated if the margin percentage applicable to such Mortgage Repo Class Collateral is higher than the margin percentage used in the Underlying Transaction, as described below.

Risks Related to Valuation of Mortgage Repo Class Collateral

As described under "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*" herein, the Master Custodian will be using one of two methods for deriving the fair market value of the mortgage assets that form the Purchased Assets. The market value for whole residential mortgage loans held by the Master Custodian that would otherwise be eligible to be included in mortgage-backed securities issued or guaranteed by a government-sponsored entity will be determined by the Master Custodian by reference to a proxy residential mortgage-backed security. The market value for other mortgage assets will be provided by the Seller. Therefore, the Master Custodian will be dependent upon the Seller to assign such fair market values to certain types of Eligible Assets that are difficult to value without access to any independent, proprietary pricing models and methods. The Master Custodian and the LLP will not have independent access to any such models or methods for valuation. As described under "*—Risks Relating to the LLP and the Class Collateral—Reliance of the LLP on third parties*" in the Base Prospectus, reliance upon third parties to determine the fair market value of an item of Mortgage Repo Class Collateral entails risk. The risks described therein with respect to securities are applicable to the Mortgage Repo Class Collateral. Moreover, external professional input and manual operations generally play a larger role in valuing Mortgage Repo Class Collateral than Class Collateral consisting solely of securities, particularly those for which there is a screen-based market price available. Furthermore, in the case of mortgage assets that are commercial mortgage loans or interests in commercial mortgage loans, in the ordinary course of its business the Seller typically re-values such assets approximately once per month. No different approach will be taken with respect to Mortgage Repo Class Collateral, and accordingly the values assigned by the Seller for Mortgage Repo Class Collateral consisting of commercial mortgage loans or interests in commercial mortgage loans, although given daily to the Master Custodian, will be the same until the applicable assets are re-valued by the Seller in the ordinary course of its business. Therefore, valuations relating to commercial mortgage loans may not reflect any downward movement in such assets' values intra-month. Because of such difficulties in valuing Mortgage Repo Class Collateral in the absence of external professional input, there is a risk that the Collateral Agent will be unable to properly price such Eligible Assets for sale, if applicable, or that the Master Custodian will rely on potentially inaccurate or out-of-date valuations in calculating margin amounts.

Risk Related to the Roles of the Bank as the Source of Market Value, as the Issuer and as the Seller

As well as being the Issuer, the Bank will be the sole Seller authorised to enter into Mortgage Repurchase Transactions, and will determine the market value of certain mortgage assets with respect to Mortgage Repurchase Transactions. Each such valuation will be made by the Bank using the same valuation methodology that it uses when it is the buyer under repurchase agreement facilities for comparable assets from third parties, and the same valuation methodology that it uses in connection with the Underlying Transactions. Moreover, the LLP has the right to challenge valuations provided by the Bank and may engage a nationally recognised third party valuation provider unaffiliated with Bank or the LLP to provide a final and conclusive market value. However, because the Bank is both the Issuer and the Seller, and it establishes the valuation of certain mortgage assets included in the Mortgage Repo Class Collateral, which in turn determines if the Mortgage Repo Notes are fully collateralised, a conflict of interest exists.

Risks Related to Limitations on Remedies Relating to the Mortgage Repo Class Collateral

If a Mortgage Repo Payment Amount is Due for Payment under the LLP Undertaking (Mortgage Repo), the Seller will be obligated to effect a repurchase of part or all of the Mortgage Repo Class Collateral, as described in "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*," in order for the LLP to be able to receive funds to make payment of such Mortgage Repo Payment Amount. Accordingly,

the LLP would not rely primarily upon sale of the Mortgage Repo Class Collateral to pay on the LLP Undertaking (Mortgage Repo). Rather, the LLP's primary source of funds for payments on its LLP Undertaking (Mortgage Repo) to Noteholders is expected to be compliance by the Seller with its repurchase obligations under the related Mortgage Repurchase Transaction.

If the Seller fails to effect such repurchase under the related Mortgage Repurchase Agreement, the Collateral Agent is entitled to exercise remedies under the Mortgage Asset Security Agreement. However, because the Underlying Sellers have repurchase rights with respect to the related mortgage assets under the Underlying Seller Documents, then notwithstanding the rights the Collateral Agent may have under the Mortgage Asset Security Agreement, the remedies of the Collateral Agent are subject to the rights of the Underlying Sellers. Because it must observe such rights, there is likely to be a delay in the Collateral Agent's ability to undertake substantive remedies until either the Underlying Seller elects or is required to effect a repurchase, or defaults in its obligations under the Underlying Agreement permitting the Collateral Agent, in the place of the Seller, as buyer thereunder, to liquidate any Mortgage Repo Class Collateral. *See* "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*." None of (i) the transfer to the LLP of the mortgage assets by the Seller under the related Mortgage Repurchase Transaction, (ii) the pledging to the Collateral Agent of the related Mortgage Repo Class Collateral, (iii) the occurrence of a Repurchase Event of Default of the Seller, or (iv) the occurrence of an Acceleration Event, will change the rights of the Underlying Seller under its Underlying Seller Documents. There is a risk that, although the Collateral Agent may have foreclosed upon the Mortgage Repo Class Collateral, it cannot take substantive steps to realise upon such collateral for cash immediately. Such practical realisation may only be available to the Collateral Agent if (i) as a result of the Seller's Repurchase Event of Default, the Underlying Seller independently elects to exercise its repurchase rights relating to the mortgage assets (in which case the Collateral Agent, as successor to the Seller's rights as 'buyer' pursuant to the Underlying Seller Documents, will be entitled to collect such repurchase price as proceeds of the Mortgage Repo Class Collateral), (ii) the Underlying Seller defaults under the Underlying Seller Documents and the terms thereof permit the Collateral Agent, as successor to the Seller as 'buyer' thereunder, to exercise remedies against the mortgage assets (in which case the Collateral Agent will be entitled to collect such sales proceeds as proceeds of the Mortgage Repo Class Collateral), or (iii) the Collateral Agent is able to sell the Trust Receipt and/or related Mortgage Repo Class Collateral, the value of which is likely to reflect the same or substantially similar challenges with respect to exercising remedies with respect to the mortgage assets, as described in "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*." The delay in the Collateral Agent's ability to realise proceeds from the liquidation of any mortgage assets in order to make payments under the LLP Undertaking (Mortgage Repo) cannot be determined, such period could be lengthy, and the value of the Mortgage Repo Class Collateral could erode during that period without the LLP having the benefit of the Seller posting margin. Although the risk of delay could be mitigated by a sale of the portfolio of the Trust Receipts, there can be no assurance that any market will exist for the sale of the Trust Receipts or that the Collateral Agent will receive any offers to purchase the Trust Receipts for the required minimum purchase price. No assurances can be given that the sale of the Trust Receipts would produce a higher liquidation value than the sale of the individual mortgage assets comprising the Trust Receipts. The risk of delays in the right of the Collateral Agent to realise directly upon the mortgage assets that comprise the Mortgage Repo Class Collateral may result in diminished values for such collateral, and realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo). Furthermore, if the margin percentage assigned by the Seller to the Underlying Transaction is lower than the margin percentage assigned by the LLP as described in the Final Terms, there would be a difference in the funds collected by the Collateral Agent from the Underlying Transaction (or available to it after enforcement, if the Underlying Seller were also to default) versus the funds necessary to pay in full the Mortgage Repo Payment Amount. This principal exposure is the same as the exposure of the LLP to the Repurchase Price owed by the Seller under the Mortgage Repurchase Transaction, and to the extent unpaid, would be reflected as an unsecured, unsubordinated claim against the Issuer for the deficiency.

Risks Related to Origination and Underwriting

When providing warehouse financing for Mortgage Assets, the Bank underwrites the Underlying Transaction premised upon its evaluation of the credit of the Underlying Seller and the value of the collateral in light of the structure of the Underlying Transaction. It generally does not underwrite or re-underwrite the transaction by which the related residential or commercial mortgage asset that is the subject of such Underlying Transaction was originated. Instead, the Bank is reliant upon the originator of the asset to properly underwrite and originate the asset, and further relies upon representations and warranties from the Underlying Seller as to such origination. See "*—Financial Condition of Underlying Seller and Servicers; Enforcement of Representations and Warranties*" for a description of the reliance by the Bank upon representations and warranties from the Underlying Seller. In

limited circumstances, it is possible that the Bank itself may have originated a commercial mortgage asset, sold that asset, and contemporaneously or subsequently provided warehouse finance for such asset. However, the origination and warehouse finance businesses of the Bank are conducted by separate teams, which apply the same standards for the origination or warehouse finance, as applicable, for such loans as such teams would apply for non-affiliated transactions. Furthermore, such transactions are infrequent.

Risks Related to Servicing

Unlike securities, mortgage loans require servicing and, as a result, owners of, or investors in, mortgage assets depend in large part upon the expertise and diligence of the related servicer to realise value on such assets. The mortgage assets underlying the Mortgage Repo Class Collateral are serviced by Servicers that are not affiliated with the LLP, or represent interests in mortgage loans serviced by such Servicers. Servicers must timely and accurately collect the payments due on a mortgage asset, undertake loss mitigation when and where required, and enforce the terms of the mortgages against the related mortgagor (including ensuring that property taxes and applicable insurance premiums are timely paid and maintained). To limit losses on delinquent mortgage assets, servicers may use loss mitigation measures including forbearance agreements and other modification agreements and pre-foreclosure sales. Modifications of mortgage assets in an attempt to maximize the ultimate proceeds of such mortgage assets may have the effect of, among other things, reducing or otherwise changing the mortgage interest rate, forgiving payments of principal, interest or prepayment charges, capitalizing or deferring delinquent interest and other amounts owed under the mortgage assets, deferring principal payments, with or without interest, or any combination of these or other modifications. To the extent that the effect of such modifications, or other action taken in compliance with future legislation or regulations, is to reduce the value of the related mortgage loan, such reduced value may result in reduced recoveries in respect of the Mortgage Repo Class Collateral. In addition, as with reliance upon any external service provider, investors in Mortgage Repo Notes are subject to the risks associated with inadequate or untimely services for reasons such as errors or miscalculations. The LLP generally does not have the right to enforce remedies against servicers directly, and instead it must rely on the Seller to enforce its rights under the related servicing agreement or arrangement. To the extent that the effect of servicing deficiencies, or the failure to make required servicing advances, is to reduce the value of the related mortgage loan, such reduced value may result in reduced recoveries in respect of the Mortgage Repo Class Collateral. Any resignation or removal of a servicer or any non-compliance or failure by a servicer to have the requisite licenses and approvals could diminish the value of the related mortgage loans or delay the realisation of proceeds therefrom by limiting such servicer's right to collect on such mortgage loan or to enforce the terms of the related mortgage. To mitigate this risk, mortgage assets will cease to be Eligible Assets upon the occurrence of any such event; however, if such an event occurs after a Repurchase Event of Default by the Seller, the LLP will be dependent on the Collateral Agent to obtain an appropriate replacement servicer or be able to sell the mortgage asset on the basis that such mortgage loan (or the mortgage loan relating to such mortgage asset) is unserviced. No arrangements have been made by the LLP or the Collateral Agent for any standby or back-up servicing.

As described below in "*—Risks Relating to Reverse Residential Mortgage Loans and Residential HECM Loans*," the procedures and the expertise required to service reverse residential mortgage assets and residential HECM mortgage loans differ from the procedures and expertise required to service traditional residential mortgage loans. Similarly, the servicing of commercial mortgage loans requires procedures and expertise different from that required to service residential mortgage loans. Servicers of commercial mortgage loans may also engage in what is known as special servicing, or may retain a sub-servicer to perform such special servicing, if the commercial mortgage loan is in default or at imminent risk of default. The special servicing of commercial mortgage loans operates within a different structural and legal framework from residential loan servicing, requiring its own expertise and experience. See "*Exhibit I—Risk Factors—Risk Relating To Commercial Mortgage Assets*" for a more fulsome description of servicing risks associated with commercial mortgage assets.

Financial Condition of Underlying Seller and Servicers; Enforcement of Representations and Warranties

Financial difficulties may result in the inability of Underlying Sellers to repurchase mortgage assets in the event the mortgage assets become ineligible due to early payment defaults and other mortgage loan representation and warranty breaches. Such inability or failure may also affect the Mortgage Repo Class Collateral where the related mortgage assets form part or all of such Mortgage Repo Class Collateral. Financial difficulties may also have a negative effect on the ability of Servicers to pursue collections on mortgage loans that are experiencing increased delinquencies and defaults and to maximize recoveries on the sale of underlying properties following foreclosure. If a Servicer is experiencing financial difficulties, it may not be able to perform its servicing duties, its advancing

obligations (as applicable), or its obligations as an Underlying Seller (as applicable) to repurchase any mortgage assets as required.

As further described herein, the Seller will make certain limited representations and warranties (but not including loan level representations and warranties) with respect to Mortgage Repo Class Collateral. The Seller will also be obligated to enforce against the Underlying Seller the set of representations and warranties made by such Underlying Seller with respect to their mortgage assets under the Underlying Seller Documents, including obligations to cure a breach, or repurchase or substitute for a mortgage asset because of a breach of any such representation and warranty. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*". Such actions may not be effective if the Underlying Seller is unable to do so because it is in financial difficulties, or is subject to a bankruptcy or insolvency proceeding or no longer in existence.

Risks Arising Because the Collateral Agent Generally Will Not Collect Monthly Payments

Prior to an Acceleration Event, collections on mortgage assets will not be paid or payable to the LLP. For so long as it is in compliance with the Underlying Seller Documents, collections on the mortgage assets generally will be payable to the Underlying Seller. If the Underlying Seller is in default under the Underlying Seller Documents, collections on the mortgage assets generally are applied by the Seller to reduce the Underlying Seller's repurchase obligation under the Underlying Seller Documents. Only if the Collateral Agent has foreclosed on the Underlying Seller Documents as described under "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*" herein, and the Underlying Seller were at the same time in default under the Underlying Seller Documents, would the LLP have a right to receive collections on the mortgage assets forming part of the Mortgage Repo Class Collateral. There is a risk that delays and expenses might arise in pursuing such collections, resulting in the realisation of net proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to Limitations on the Collateral Agent's Perfected Interest in Mortgage Repo Class Collateral

While the Collateral Agent will have a perfected security interest in the Mortgage Repo Class Collateral, prospective investors in the Mortgage Repo Notes should be aware of risks related to the following limitations on the LLP's (and thus, the Collateral Agent's) interest in the underlying mortgage assets and proceeds thereof.

Risks Arising Because the LLP Will Not Be the Mortgagee of Record

In keeping with market practices for interim financing of mortgage loans, neither the LLP nor the Collateral Agent on its behalf is expected to be the mortgagee of record. Generally, the originator of the mortgage is reflected as the mortgagee of record in the files of the local recordation office, and the interests of any beneficial owner (relevant to the Mortgage Repo Class Collateral, the LLP or the Collateral Agent) will not be noted in such files. Assignments by the originator of such mortgage in blank, and the original mortgage notes endorsed by the originator in blank, will be held by the applicable Sub-Custodian and evidenced by the Trust Receipt issued by such Sub-Custodian to the Mortgage Custodian on behalf of the LLP. Mortgages or assignments of mortgage for some of the residential mortgage loans included in the Mortgage Repo Class Collateral may have been recorded in the name of Mortgage Electronic Registration Systems, Inc., or "MERS," solely as nominee for the Underlying Seller and its successors and assigns. In these circumstances, MERS is reflected as the mortgagee of record in the files of the local recordation office, and the interests of any beneficial owner (relevant to the Mortgage Repo Class Collateral, the LLP or the Collateral Agent) will not be noted in such files. There is a risk that, if the LLP or the Collateral Agent on its behalf sought to establish the LLP's rights as owner of mortgage loans included in the Mortgage Repo Class Collateral, such recordation could cause delay and expense, resulting in realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo). If MERS discontinues the MERS system, if a court of competent jurisdiction in a particular state rules that MERS is not an appropriate system for transferring ownership of mortgage loans in that state, or if MERS goes into bankruptcy or becomes the subject of a receivership or conservatorship, and it becomes necessary for the LLP or the Collateral Agent establish the LLP's rights as owner of such residential mortgage loans included in the Mortgage Repo Class Collateral, such recordation could cause delay and expense, resulting in realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to Commingling and Non-Perfection With Respect to Collections Held by the Servicer

Under the Underlying Seller Documents, each Servicer of the related mortgage loans will be permitted to commingle collections on the mortgage loans with its own funds, generally for up to two business days. In addition, each Servicer will deposit collections initially in an account of the Servicer that is not under the control of the Seller, the LLP or the Collateral Agent, and collections may be held in this account before they are remitted each month. Where the mortgage assets are interests in whole mortgage loans, a paying agent or similar function may be utilised to effect payments, resulting in additional commingling risk and potential delays in the making of remittances. Each remittance from the related Servicer will be made to the Barclays Cash Account. Furthermore, even if such collections are segregated from the Servicer's (or paying agent's) own funds, depending on the requirements of the Underlying Seller Documents (over which the LLP and the Collateral Agent will have no control), such collections may commingle funds that relate to mortgage assets forming part of the Mortgage Repo Class Collateral with funds relating to other mortgage assets. Identifying funds relating to the Mortgage Repo Class Collateral in a commingled account may not be possible if the Seller as 'buyer' under the Underlying Seller Documents sought to do so, or if the LLP or the Collateral Agent as transferee of Seller's rights, sought to do so. If a Servicer is unable to, or fails to, turn over collections as required by the Underlying Seller Documents, or if the collections are commingled and do not constitute identifiable cash proceeds under the Uniform Commercial Code, the Seller as 'buyer' under the Underlying Seller Documents may not have a perfected or priority security interest in any collections that are in such Servicer's (or paying agent's) possession or that have not been remitted to the Seller. If the Seller as buyer under the Underlying Seller Documents does not have a perfected or priority security interest in such collections, neither the LLP nor the Collateral Agent would have a perfected or priority security interest in such collections. As a consequence there is a risk such funds could be subject to liens in favour of other creditors or claims of a bankruptcy trustee, resulting in realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to Commingling and Non-Perfection With Respect to Collections Received by the Seller

Under the Underlying Seller Documents, the Seller will direct the Underlying Seller to deposit any amounts relating to an Underlying Seller's repurchase of Purchased Assets, and all monthly remittances from the related Servicer (generally representing principal and interest payments, prepayments, liquidation and insurance proceeds, net of servicing fees and other permitted deductions) to the Barclays Cash Account. Seller will also deposit amounts relating to the initial purchase of any Purchased Assets in the Barclays Cash Account. Neither the Collateral Agent nor the LLP have a security interest in, or control over, the Barclays Cash Account. Cash proceeds received relating to Mortgage Repo Class Collateral will be commingled in the Barclays Cash Account with proceeds relating to other mortgage assets financed or held by the Bank that do not form part of the Mortgage Repo Class Collateral. Each payment into the Barclays Cash Account is intended to be tracked using a tracking reference unique to the related mortgage asset, in order to associate the funds received with such transaction. However, no assurance can be given that such tracking reference will be correctly associated with each payment, or maintained as being uniquely associated with the particular transaction. Identifying funds relating to the Mortgage Repo Class Collateral in a commingled account may not be possible if the LLP or the Collateral Agent as transferee of Seller's rights sought to do so, particularly in the absence of, or the event of an error in, the transaction identification process. If the Seller is unable to identify amounts in the Barclays Cash Account as being identifiable cash proceeds for purposes of the Uniform Commercial Code, neither the LLP nor the Collateral Agent would have a perfected or priority security interest in such collections. In such circumstances there is a risk of the LLP or the Collateral Agent on its behalf incurring delays and expenses while the competing claims to such funds are resolved, and a risk that realisation of proceeds is insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Upon the occurrence of a Repurchase Event of Default of the Seller, the Collateral Agent on behalf of the LLP will be entitled to direct the Underlying Sellers to make payments to an account identified by the Collateral Agent and which will be subject to the lien and control of the Collateral Agent under the Mortgage Asset Security Agreement. To facilitate this process, the Seller will make commercially reasonable efforts to deliver to each Underlying Seller and the applicable Sub-Custodian a notice of the repurchase arrangements between the Seller and the LLP, and the pledge by the LLP of its interest in the Mortgage Repo Class Collateral to the Collateral Agent, however such notice is informational in nature only and would not be effective under the Uniform Commercial Code to establish the LLP's or Collateral Agent's direct rights against the Underlying Seller as transferee of the Seller's interest in the Underlying Seller Documents. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*" and "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement.*"

Risks Related to the Trust Receipts

Each Trust Receipt is intended to represent the LLP's interest in the Mortgage Repo Class Collateral. As described under "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*" herein, prior to the exercise of remedies, each Trust Receipt will represent both Mortgage Repo Class Collateral for one or more Mortgage Repo Classes, and potentially mortgage assets that are not the property of the LLP; the exact content of the Mortgage Repo Class Collateral will be available in the most recently-available Mortgage Repo Investor Allocation Report. Upon the exchange of the Trust Receipts in the circumstances described under "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*" herein, the Collateral Agent will hold a Trust Receipt that reflects only the Mortgage Repo Class Collateral for each applicable Mortgage Repo Class. There is a risk of delay and expense associated with such exchange of the Trust Receipts. In addition, the LLP and the Collateral Agent are reliant upon the Mortgage Custodian to ensure that the Mortgage Repo Investor Allocation Report correctly tracks the Mortgage Repo Class Collateral. Errors in the Mortgage Repo Investor Allocation Report may further delay the exchange of the Trust Receipts as referenced above, or require the correction of errors in one or more exchanged Trust Receipt to ensure that it correctly reflects the Mortgage Repo Class Collateral for each applicable Class, resulting in further delay and expense.

In addition, one of the remedies available to the Collateral Agent, as described under "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*" herein, will be to dispose of the Trust Receipts that are intended to represent the LLP's interest in the Mortgage Repo Class Collateral. No Trust Receipt is a security or instrument of a type commonly traded in the market, and no ready market for any Trust Receipt currently exists or is expected to exist. There is a risk that disposition of such an illiquid asset may not realise as much as realising upon the underlying collateral, i.e. the mortgage assets. Any of the foregoing risks may result in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to Realisation Upon Mortgage Assets

It is customary in the market for sellers of mortgage assets to offer certain representations and warranties relating to the mortgage assets offered for sale, and to grant prospective purchaser the opportunity to conduct due diligence of the mortgage assets. If the Collateral Agent is in a position to realise upon the mortgage assets forming the Mortgage Repo Class Collateral in circumstances where both the Seller and the Underlying Seller are in default of their respective obligations, there is a risk that the realisable value of the Mortgage Repo Class Collateral may be reduced as a result of: neither the LLP nor the Collateral Agent making representations or warranties with respect to the mortgage assets to a prospective purchaser, the LLP not being the mortgagee of record for the related mortgage loans, and any defects in the origination or servicing of the mortgage loans, whether or not the same have been discovered, and associated regulatory and other matters, none of which the LLP or the Collateral Agent will be in a position to cure.

There is a risk that the effect of any or all of the foregoing would materially reduce the realisable value of the mortgage assets forming the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Related to Geographic and Other Concentrations in Mortgage Assets

Adverse economic conditions and natural disasters in regions or states with a higher concentration of mortgage assets included in the Mortgage Repo Class Collateral will have a disproportionate impact on the rate of delinquencies, defaults and losses on such mortgage assets than if fewer of such mortgage assets included in the Mortgage Repo Class Collateral were concentrated in those regions or states. No assurance can be given that the particular mortgage assets forming Mortgage Repo Class Collateral will be geographically dispersed in a way that ameliorates these risks, or are in areas that are less prone to such risks.

Certain types of commercial mortgage assets are susceptible to risks associated with tenant concentrations. These include retail, office and industrial properties. A tenant concentration can arise if a mortgaged property is owner occupied, leased to a single tenant, or if any tenant makes up a significant portion of the rental income at the mortgaged property. In the event of a default by that tenant, if the related lease expires prior to the mortgage loan maturity date and the related tenant fails to renew its lease, or if such tenant exercises an early termination option, there would likely be an interruption of rental payments under the lease and, accordingly, the risk of insufficient funds being available to the borrower to pay the debt service on the mortgage loan. In certain cases where the

tenant owns the improvements on the mortgaged property, the related borrower may be required to purchase such improvements in connection with the exercise of its remedies. Concentrations of particular tenants among mortgaged properties or within a particular business or industry at one or multiple mortgaged properties increase the possibility that financial problems with such tenants or such business or industry sectors could affect the commercial mortgage assets included in the Mortgage Repo Class Collateral. In addition, commercial mortgage assets may be adversely affected if a tenant at the mortgaged property is highly specialised, or dependent on a single industry or only a few customers for its revenue.

Risks Relating to Laws and Regulations Applicable to Mortgage Loans

The origination and servicing of mortgage loans, particularly residential mortgage loans, is a highly regulated activity. The LLP will not be conducting any due diligence with respect to the mortgage assets forming the Mortgage Repo Class Collateral, and as such likely will not discover any violations of applicable laws or requirements in the origination and servicing of such mortgage loans (or the mortgage loans underlying the related mortgage assets) until after they have been purchased by it as Purchased Assets. There is a risk that any such violation could materially reduce the realisable value of the mortgage assets forming the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo). The following paragraphs identify areas of regulation and process where the risk of violations may arise with respect to mortgage loans.

Risks Associated With General Legal Considerations

State laws generally regulate interest rates and other charges on mortgage loans, and require certain disclosures and require licensing of residential mortgage loan originators and servicers. Certain jurisdictions may also require licensing of commercial mortgage loan originators. In addition, state laws, public policy and general principles of equity relating to the protection of consumers, unfair and deceptive practices and debt collection practices may apply to the origination, servicing and collection of mortgage assets forming part of the Mortgage Repo Class Collateral. Violations of certain provisions of federal, state and local laws by an originator, prior servicer, a servicer or any subservicer, the failure of any servicer or subservicer, or their personnel, to be properly licensed or otherwise approved to perform their contemplated duties, or apply for any exemptions from licensing or approval requirements, and actions by governmental agencies, authorities and attorneys general, may limit the ability to collect all or part of the principal of, or interest on, the mortgage loans forming the Mortgage Repo Class Collateral. Violations could also subject the entity that originated or modified such mortgage loans to damages and administrative enforcement (including disgorgement of prior interest and fees paid). In particular, an Underlying Seller's failure to comply with certain requirements of federal and state laws could subject such Underlying Seller (and, in some circumstances, its assignees) to monetary penalties, recoupment/set-offs, or result in the obligors rescinding such mortgage loans, even if a subsequent holder, such as the LLP, was not responsible for and was unaware of those violations. These adverse consequences vary depending on the applicable state law and may vary depending on the type or severity of the violation, but may include for residential mortgage loans, the homeowner's ability to rescind, or cancel, the mortgage loan, the mortgage loan holder's inability to collect all of the principal and interest otherwise due on the mortgage loan, and the homeowner's right to a refund of amounts previously paid (which may include amounts financed by the mortgage loan), or to set off those amounts against his or her future loan obligations. In addition the servicer and loan owner may have liability for actual damages, statutory damages and punitive damages, civil or criminal penalties, costs, and attorneys' fees for the related mortgage loan.

The commercial mortgage assets included in the Mortgage Repo Class Collateral may be impacted by various laws and regulations. A borrower may be required to incur costs to comply with the applicable zoning, land use, building, fire and health ordinances, as well as the Americans with Disabilities Act of 1990 and similar local statutes, rules, regulations and orders applicable to commercial properties. The expenditure of these costs or the imposition of injunctive relief, penalties or fines in connection with the borrower's noncompliance could negatively impact the borrower's cash flow and, consequently, the value of the related mortgage assets.

The residential mortgage loans included in the Mortgage Repo Class Collateral are subject to various federal laws, including, but not limited to, the following:

- TILA (as defined below) and Regulation Z (as defined below) promulgated under TILA, which (among other things) require certain disclosures to borrowers regarding the terms of loans – including disclosures provided in advance of loan origination and (in some cases) on periodic statements and in advance of

rate adjustments, and disclosures or loan transfers – and provide consumers who pledged their principal dwelling as collateral in a non-purchase money transaction with a right of rescission that generally extends for three (3) days after proper disclosures are given, and otherwise regulate mortgage transactions, such as by restricting compensation paid to loan brokers and otherwise regulating broker practices, restricting advertising practices and requiring that certain terms be included in advertisements, prohibiting arbitration provisions, limiting prepayment fees in certain circumstances, mandating escrow accounts for certain loans, requiring prompt crediting of payments, prohibiting certain practices relating to appraisals and requiring lenders to consider the ability of the consumer to repay certain loans.

- The Real Estate Settlement Procedures Act ("**RESPA**") and Regulation X promulgated under RESPA, which (among other things) prohibit the payment of referral fees for real estate settlement services (including mortgage lending and brokerage services) and regulate escrow accounts for taxes and insurance and billing inquiries made by borrowers.

- The CFPB's Know Before You Owe TILA – RESPA Integrated Disclosure (or "**TRID**") rule, which requires certain disclosures to the mortgagors regarding the terms of a residential mortgage loan.

- The Equal Credit Opportunity Act ("**ECOA**") and Regulation B promulgated under ECOA, which prohibit discrimination on the basis of age, race, colour, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit.

- The Fair Credit Reporting Act, which regulates the use and reporting of information related to the mortgagor's credit experience.

- The Relief Act, which may require interest rate reductions, and temporary suspension of legal proceedings that may adversely affect the rights of servicemembers, during their military service.

- The Helping Families Save Their Homes Act of 2009 (the "**Homes Act**") amends TILA to require purchasers or assignees of mortgage loans secured by a borrower's principal dwelling to mail or deliver notice to borrowers of the sale or transfer of their mortgage loan no later than thirty (30) days after a sale or transfer.

In addition, federal law provides that both residential and commercial properties purchased or improved with assets derived from criminal activity or otherwise tainted, or used in the commission of certain offenses, can be seized and ordered forfeited to the United States. The offenses which can trigger such a seizure and forfeiture include, among others, violations of the Racketeer Influenced and Corrupt Organizations Act, the Bank Secrecy Act, the anti-money laundering laws and regulations, including the USA Patriot Act of 2001 and the regulations issued thereunder, as well as the narcotic drug laws. In many instances, the United States may seize the property even before a conviction occurs.

There is a risk that any violation of these laws and requirements could materially reduce the realisable value of mortgage assets forming part or all of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Recent Trends in the Mortgage Market May Adversely Affect Recoveries

There is a risk that disruptions and changes in the market for mortgage loans may affect the ability of the Collateral Agent to realise upon the mortgage assets forming part or all of the Mortgage Repo Class Collateral in order to realise proceeds sufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo). Changes in the primary (origination) market for mortgage loans can negatively affect the value of mortgage loans originated under earlier standards.

In recent years, the real estate and securitisation markets, including the market for residential and commercial mortgage-backed securities, experienced significant dislocations, illiquidity and volatility. Any economic downturn may adversely affect the financial resources of borrowers under residential and commercial mortgage loans and may result in their inability to make payments on, or refinance, their outstanding mortgage debt when

due or to sell their mortgaged properties for an aggregate amount sufficient to pay off the outstanding debt when due.

In response to increased delinquencies and losses with respect to residential and commercial mortgage loans, many residential and commercial mortgage loan originators have implemented more restrictive underwriting criteria for such mortgage loans, which has resulted in reduced availability of refinancing alternatives for borrowers. The final rules relating to the ability-to-repay and qualified mortgage standards under the federal Truth in-Lending Act ("**TILA**"), promulgated by the Consumer Financial Protection Bureau (the "**CFPB**") and effective with respect to applications for residential loans taken on or after January 10, 2014 (the "**ATR Compliance Date**"), has further limited the availability of residential mortgage loan refinancing alternatives, as described more fully under "*—Financial Regulatory Reforms and Additional Proposed Regulations Could Have a Significant Impact on Recoveries*" below. The risks relating to reduced refinancing alternatives described above would be exacerbated to the extent that prevailing mortgage interest rates increase from current levels. Any real property price depreciation may also leave borrowers with insufficient equity in their properties to enable them to refinance. Borrowers who intend to sell their properties on or before the maturity of their mortgage loans may find that they cannot sell their property for an amount equal to or greater than the unpaid principal balance of their mortgage loans. While some residential mortgage loan originators and servicers have created or otherwise are participating in modification programs in order to assist residential mortgage borrowers with refinancing or otherwise meeting their payment obligations, not all residential mortgage borrowers will qualify for or will take advantage of these opportunities.

In response to these circumstances, federal, state and local authorities have enacted and continue to propose new legislation, rules and regulations relating to the origination, servicing and treatment of residential mortgage loans in default or in bankruptcy. These initiatives could result in delayed or reduced collections from mortgagors, limitations on the foreclosure process and generally increased servicing costs. Certain of these initiatives could also permit the Servicers to take actions, such as with respect to the modification of residential mortgage loans, which might adversely affect the Mortgage Repo Class Collateral, without any remedy or compensation to the Mortgage Repo Noteholders.

The conservatorships of Fannie Mae and Freddie Mac in September 2008 have impacted both the real estate market and the value of real estate assets generally. While Fannie Mae and Freddie Mac currently act as the primary sources of liquidity in the residential mortgage markets, both by purchasing mortgage loans for their own portfolios and by guaranteeing mortgage-backed securities, their long-term role is uncertain as federal legislators have proposed reducing and eventually eliminating their role in the residential mortgage markets. Further, no prediction can be made regarding what regulatory and legislative policies may be forthcoming from either congressional or executive branch action. A reduction in the ability of residential mortgage loan originators to access Fannie Mae and Freddie Mac to sell their mortgage loans may adversely affect the financial condition of residential mortgage loan originators. In addition, any decline in the value of securities issued by Fannie Mae and Freddie Mac may affect the value of residential mortgage-backed securities in general, which in turn can affect the value of the Mortgage Repo Class Collateral.

These adverse changes in market and credit conditions have had, and may continue to have, the effect of substantially reducing the liquidity of mortgage loans and mortgage assets. These developments may adversely affect the performance, marketability and overall recoveries on the Mortgage Repo Class Collateral.

Financial Regulatory Reforms Could Have a Significant Impact on Recoveries

In response to the financial crisis, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), which was signed into law on July 21, 2010. The Dodd-Frank Act requires the creation of new federal regulatory agencies, and grants additional authorities and responsibilities to existing regulatory agencies to identify and address emerging systemic risks posed by the activities of financial services firms. The Dodd-Frank Act also provides for enhanced regulation of derivatives and mortgage-backed securities offerings, restrictions on executive compensation and enhanced oversight of credit rating agencies. Additionally, the Dodd-Frank Act established the CFPB within the Federal Reserve System, a new consumer protection regulator tasked with regulating consumer financial services and products. The Dodd-Frank Act also limits the ability of federal laws to preempt state and local consumer laws.

The Dodd-Frank Act significantly increases the regulation of the financial services industry, including by imposing increased prudential standards on systemically significant institutions. Proposals for legislation further

regulating the financial services industry are continually being introduced in the U.S. Congress and in state legislatures. Congress continues to consider extensive changes to the laws regulating financial services firms, including bills that address risks to the economy. Increased regulation of the financial services industry may impact the ability of financial institutions to provide financing for consumers, which may impact the ability of underlying mortgage borrowers to make their monthly mortgage payments.

The Dodd-Frank Act requires that federal banking regulators amend their regulations such that capital charges imposed on banking institutions are determined to a lesser extent on the ratings of their investments. New regulations have been proposed, some of which have been adopted as final rules while others remain pending. Such regulations, including those that have been proposed to implement the more recent Basel internal ratings based and advanced measures approaches, may result in greater capital charges to financial institutions that own asset-backed securities or mortgage-backed securities, or otherwise adversely affect the attractiveness of investments in asset-backed securities and mortgage-backed securities for regulatory capital purposes.

The Dodd-Frank Act also prohibits lenders from originating residential mortgage loans unless the lender determines that the borrower has a reasonable ability to repay the loan using specified criteria. Failure to comply with the "ability to repay" ("**ATR**") criteria may result in the Underlying Seller and its assignee(s) being exposed to, among other things, civil liability and a borrower's ability to bar or postpone foreclosure proceedings with respect to the related mortgaged property. Under the Dodd-Frank Act, generally a lender and its assignees will not have liability under this prohibition with respect to mortgages underwritten in accordance with specific criteria that do not include certain loan features and contain limited points and fees known as "qualified mortgages." The CFPB has issued final rules (the "**ATR Rules**"), which became effective for residential mortgage loans for which the application was taken on or after the ATR Compliance Date, specifying the characteristics of a "qualified mortgage" for this purpose ("**Qualified Mortgages**"). Interest-only loans, certain "hybrid" residential mortgage loans and most balloon loans, as well as residential loans with a debt-to-income ratio exceeding 43%, loans where the borrower's debt-to-income ratio was calculated without strict compliance with Appendix Q of Regulation Z ("**Appendix Q**") or loans made for business purposes (i.e., investment properties and other commercial mortgage loans), in general are among the loan products that do not constitute Qualified Mortgages. The ATR Rules, among other things, require that originators follow certain procedures and obtain certain documents in order to make a reasonable good-faith determination of a borrower's ability to repay a mortgage loan. The ATR Rules may result in a reduction in the availability of these types of loans in the future and may adversely affect the ability of mortgagors to refinance mortgage loans included in Mortgage Repo Class Collateral. No assurances can be given as to the effect of the ATR Rules on the value or marketability of any Mortgage Repo Class Collateral. Various state and local jurisdictions may adopt similar or more onerous provisions in the future. No prediction can be made as to how these laws and regulations relating to assignee liability may affect the market value of the Mortgage Repo Class Collateral. In addition, the ATR Rules may adversely affect the market generally for mortgage-backed securities, thereby reducing the liquidity of the mortgage assets that form the Mortgage Repo Class Collateral. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

In connection with the establishment of the ATR Rules, the CFPB created enhanced legal protection for originators if they originated a residential loan to a more restrictive credit standard than just determining a borrower's ability to repay. The ATR Rules specify the characteristics of a Qualified Mortgage and two levels of presumption of compliance with the ATR Rules, a safe harbour presumption that provides lenders with a safe harbour from liability if certain requirements are satisfied ("**Safe Harbour Qualified Mortgages**") and a rebuttable presumption ("**Rebuttable Presumption Qualified Mortgages**") if certain requirements are satisfied but the annual percentage rate of the loan exceeds certain thresholds higher-priced covered transactions. A Qualified Mortgage must meet each of the following criteria: (1) terms of the mortgage loan must not include any negative amortization, interest only payments or balloon payments other than in certain limited circumstances, (2) the loan term cannot exceed 30 years, (3) the lender must verify borrower income, (4) points and fees paid by the borrower cannot exceed 3% of the total loan amount in most cases, (5) the lender must calculate monthly payments based on the highest monthly payments required any time during the first five years of the loan and the total "back end" debt-to-income ratio cannot exceed 43% and (6) the verification of income and assets and determination of the debt-to-income ratio must be in accordance with Appendix Q. In addition, a mortgage loan will also be considered a Qualified Mortgage and provide lenders with a safe harbour from liability or a rebuttable presumption if certain requirements are met and such mortgage loan conformed to the guidelines of Fannie Mae and Freddie Mac at the time of origination and were eligible to be purchased by Fannie Mae or Freddie Mac ("**Agency Qualified Mortgages**"). No assurance is given that any Eligible Asset is a Safe Harbour Qualified Mortgage, Rebuttable Presumption Qualified Mortgage or Agency Qualified Mortgage, and

there is a risk that the market for residential mortgage loans that are not Safe Harbour Qualified Mortgages, Rebuttable Presumption Qualified Mortgages or Agency Qualified Mortgages will be limited. A limited market the may result in a diminution in value of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

In addition to the Dodd-Frank Act, the value of the mortgage loans, particularly residential mortgage loans, forming the Mortgage Repo Class Collateral may be adversely affected by other legislative and regulatory actions at the federal, state, and local levels, including by legislation or regulatory action that changes the loss mitigation, pre-foreclosure and foreclosure processes. For example, such value could be negatively affected by legislative, regulatory or judicial action that: (a) changes the foreclosure process in any individual state; (b) limits or otherwise adversely affects the rights of a holder of a first lien on a mortgage (e.g., by granting priority rights in residential foreclosure proceedings for homeowner associations); (c) expands the responsibilities of (and costs to) servicers for maintaining vacant properties prior to foreclosure; or (d) permits or requires principal reductions, such as allowing local governments to use eminent domain to seize mortgage loans and forgive principal on the mortgage loans. These actions could delay the foreclosure process, and could increase expenses, including by potentially delaying the final resolution of seriously delinquent mortgage loans and the disposition of non-performing assets, and could result in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

In 2004, the SEC adopted a comprehensive body of regulations relating to asset-backed securities that took effect in 2006 ("**Regulation AB**"). In 2014, the SEC issued final rules that substantially revised Regulation AB and other rules regarding the offering process, disclosure and reporting for publicly-issued asset-backed securities. Among other things, the final rules require (i) enhanced disclosure of loan level information at the time of securitisation and on an ongoing basis for residential mortgage-backed securities publicly offered after the applicable transition period and (ii) that the transaction agreements provide for review of the underlying assets by an independent credit risk manager if certain trigger events occur, as well as specified repurchase dispute resolution procedures, for residential mortgage-backed securities publicly offered after the applicable transition period under a shelf registration. Although the transaction described in the Base Prospectus, is not presently subject to the requirements of these rules, no prediction can be made as to what effect the rules will have on the liquidity and market value of mortgage-backed securities, or on the liquidity and market value of the Mortgage Repo Class Collateral. In addition, no prediction can be made as to whether the Mortgage Repo Notes, which are not expected to be subject to all of the requirements included in such rules, may be less marketable than traditional mortgage-backed securities (both residential and commercial mortgage-backed securities) that are offered in compliance with such rules.

Payment Shortfalls Due to the Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act, or "**Relief Act**," provides relief to residential borrowers who enter active military service and to borrowers in reserve status who are called to active duty after the origination of their mortgage loan. The Relief Act provides generally that a residential borrower who is covered by the Relief Act may not be charged interest on a mortgage loan in excess of 6% per annum during the period of the borrower's active duty. Current or future military operations of the United States may result in an increase in the number of borrowers who may be in active military service, and the activation of additional U.S. military reservists or members of the National Guard, which may in turn significantly increase the proportion of residential mortgage loans whose mortgage rates are reduced by application of the Relief Act. Interest shortfalls on the mortgage loans due to the application of the Relief Act or similar legislation or regulations generally would not be reimburseable to the holders of the related mortgages. The Relief Act also limits the ability of a servicer to foreclose on a residential mortgage loan during the borrower's period of active duty and, in some cases, during an additional period thereafter.

No assurance can be given as to whether or not mortgage assets forming Mortgage Repo Class Collateral have been or may be affected by the application of the Relief Act or similar legislation or regulations. To the extent that the effect of the Relief Act or such similar legislation or regulations is to reduce the value of the related residential mortgage loan, such reduced value may result in reduced recoveries in respect of Mortgage Repo Class Collateral.

Risks Relating to 'Wet' Funded Mortgage Loans

Some categories of Eligible Assets permit the original mortgage note not to have been delivered to the applicable Sub-Custodian, and/or the original mortgage not to have been recorded in the applicable recording office and returned to such Sub-Custodian, by the time the mortgage loan (or a mortgage asset related to such mortgage loan) is subjected to a Mortgage Repurchase Transaction. This is known as wet funding and can occur with respect to both residential and commercial mortgage loans. In such cases, there is a greater risk that a mortgage loan could be fraudulently presented as having being duly originated, or fraudulently pledged to another secured party in another transaction, and that such fraud may not be detected before the mortgage loan is included in a Mortgage Repurchase Transaction. Until the original mortgage, together with a valid assignment by the originator of such mortgage in blank, and the original mortgage note endorsed by the originator in blank, are held and checked by the applicable Sub-Custodian, and evidenced by the Trust Receipt issued to the Mortgage Custodian on behalf of the LLP, the LLP's interest in such mortgage loan is subject to these risks of fraud and dishonesty. If a mortgage loan (or a mortgage asset related to such mortgage loan) that forms part of the Mortgage Repo Class Collateral is affected by such fraudulent or dishonest conduct, such mortgage asset will be deemed ineligible and must be repurchased by the Seller from the LLP, and by the Underlying Seller under the Underlying Repo Documents. If the Underlying Seller and the Seller have not repurchased such ineligible mortgage asset and an Acceleration Event has occurred and such ineligible mortgage asset remains in the Mortgage Repo Class Collateral, there is a risk of materially diminished value for such mortgage asset, and realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Relating to Reverse Residential Mortgage Loans and Residential HECM Loans

Some types of Eligible Assets include reverse mortgage loans. Under a reverse mortgage loan, the borrower is entitled to receive payments from the lender over the life of the applicable availability period. The amount of such advances, plus interest, are aggregated and become due upon the occurrence of certain triggering events specified in the mortgage (such as the death of the borrower or spouse, or permanent relocation away from the mortgaged property). Under the mortgage, the property must be sold within a certain period (generally six months) after the occurrence of the triggering event, and the proceeds remitted to the lender. "Home Equity Conversion Mortgages" or HECM loans, are a type of reverse mortgage, originated in compliance with guidelines established by the Federal Housing Authority ("**FHA**"), and insured by the FHA. Because reverse mortgage loans are, by definition, borrowing against the equity value the homeowner has in the mortgaged property, if the value of the mortgaged property falls, the homeowner may have little or no equity in the property at the time the mortgage comes due. In such circumstances, the homeowner, or their estate, may elect to abandon the property which would necessitate the lender foreclosing upon it and selling the property. Reverse mortgage loans, including HECM loans, are nonrecourse loans and if a borrower or a borrower's estate does not pay the amount due with respect to a reverse mortgage loan or other HECM loan, the borrower's payment obligation can be satisfied only by selling the mortgaged property securing such loan. There can be no recourse against the income or other assets of a borrower or the estate. In addition, the lender generally must ensure that property taxes are timely paid so as to avoid a priming lien on the mortgaged property for unpaid taxes. Similarly, and as with conventional mortgages, homeowners insurance is required to be maintained to preserve the value of the property against various hazards. Although the borrower is usually required to make these tax and insurance payments, if they fail to do so, the lender (or servicer) will generally advance funds necessary to make such payments. The cost and delays in the process of foreclosure, the delay in selling the property after a triggering event, and the possibility of advances to maintain tax and insurance payments, mean that there is a risk of diminished value for reverse mortgage loans including HECM loans, and realisation of proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

The procedures and the expertise required to service reverse mortgage loans including HECM loans differ from the procedures and expertise required to service conventional mortgage loans. A servicer of reverse mortgage loans is not responsible for collection of monthly payments. Instead, the servicer must protect the collateral for the mortgage loan by monitoring borrower occupancy of the related mortgaged property, payment by the borrower of taxes and insurance premiums and maintenance by the borrower of the related mortgaged property. Additionally, for HECM loans the servicer must promptly pay the FHA mortgage insurance premium payment on the related mortgage loan. The servicer may enter into a "workout" for the payment of delinquent taxes and insurance with the borrower, but as a general matter the terms of the mortgage note are never modified because the mortgage loan itself can never be delinquent.

If any Eligible Asset that is a reverse mortgage loan or HECM loan still has undrawn amounts at the time it is subject to a Mortgage Repurchase Transaction, the obligation to advance such amounts will be borne by the Underlying Seller. In the event that the Underlying Seller fails to make such advances, the related mortgage loan would no longer be an Eligible Asset and must be repurchased by the Seller under the Mortgage Repurchase Agreement. The LLP is not intended to bear the liability to make future advances under any reverse mortgage loan or HECM loan included as part of the Mortgage Repo Class Collateral.

Risks Relating to Government-Insured or Guaranteed Residential Mortgage Loans

Certain of the Eligible Assets are expected to benefit from insurance payments to be made by the United States federal government or an agency thereof. If any of the related residential mortgage loans is non-performing, little or no cash will be available for payments to the LLP or any prospective purchaser of such non-performing mortgage loan unless (1) the related mortgaged property is liquidated and, in the case of FHA-insured mortgage loans, the United Stated Department of Housing and Urban Development ("**HUD**") pays any claims for insurance benefits with respect to such mortgage loan, (2) the borrower or, for HECM loans, such borrower's estate, repays such mortgage loan, (3) the mortgage loan meets applicable requirements for an assignment to HUD for payment by HUD of insurance benefits or (4) if the property relating to such mortgage loan becomes real estate owned, such property is liquidated. Any non-performing residential mortgage loan that becomes real estate owned would no longer be an Eligible Asset and must be repurchased by the Seller under the Mortgage Repurchase Agreement. Similar government insurance or guarantee programs are operated by the Veterans Administration ("**VA**"), the Rural Housing Authority, and other agencies. Accordingly, recovery on HECM loans and non-performing government-insured mortgage loans that are Eligible Assets will depend to a significant extent on receipt of FHA or other similar government guaranty or insurance payments.

Recovery on such mortgage assets will depend on HUD making payments on FHA-insured mortgage loans, or on receipt of other guaranty or insurance payments from the applicable agency. As described above in "*—Risks Relating to Servicing*," any failure by the servicer to have the applicable licenses and approvals with respect to government loans (and, specifically, the separate approval for HECM loans, if applicable) may limit its ability to recover FHA or other guaranty or insurance payments. For instance, the amount of interest payable under the FHA insurance for any HECM loan may be curtailed as a result of a servicing error or a failure by the servicer to comply with the HUD HECM guidelines. In recent years, HUD has been more aggressive in curtailing the amount of interest payable under FHA insurance. Moreover, the insurance provided by HUD in several situations will not cover all interest and principal on the related mortgage loan. In addition, the maximum claim amount for a HECM loan is generally limited to the lesser of the appraised value of the related mortgaged property at origination or the related FHA loan limit at the time of origination, and any recovery of FHA insurance may be further limited by deductions and costs, prepayments and the receipt of interest for certain periods at the HUD debenture rate rather than the interest rate on the related mortgage loan.

Mortgage Repo Noteholders will not have any direct rights against HUD or the FHA, or any other government agency, with respect to the contract of insurance applicable to any mortgage loan. Consequently, Mortgage Repo Noteholders will have to rely on the ability of the mortgagee and servicer to enforce any claims against HUD or the FHA, or other government agency. The LLP is not an approved FHA mortgagee and is not approved to hold FHA-insured mortgage loans. HUD regulations may require that the commissioner of HUD approve the transfer of the mortgage loans to the LLP. The LLP has not and will not seek such HUD approval. The Bank in the ordinary course of providing mortgage repurchase warehouse financing relies on third parties, including its affiliates, with the requisite approvals to hold such mortgage loans for liquidation and the making of any FHA insurance claims upon any foreclosure. Upon any foreclosure, the LLP (or the Collateral Agent on its behalf) may similarly assign such mortgage loans to a third party that holds the requisite licenses. There can be no assurance that any such third party will be available or willing to purchase any part of the Mortgage Repo Class Collateral at a time when the Seller and the Underlying Seller are in default.

Risks Associated with Commercial Mortgage Assets Generally

The property types underlying Eligible Assets that are commercial mortgage assets include multifamily, office, retail, hospitality, industrial, self-storage, mixed-use and manufactured housing communities. The commercial mortgage assets may be in the form of whole senior loans, *pari passu* senior loans, senior participations in senior loans, and *pari passu* senior participations in senior loans. B notes and other junior or subordinated interests, and mezzanine loans, are not eligible to be treated as Eligible Assets. Moreover, the rights of the holder of such interests can bear upon the interests of the holders of other interests in commercial mortgage loans, including

senior interests. Some of the mortgage loans are of a size typically referred to as 'small balance' commercial mortgage loans, and others are of a size typically treated as commercial mortgage loans. The following are risks associated with various categories of commercial mortgage assets, and are not intended to be an exhaustive list of possible risks. In each case, the risk to investors in the Mortgage Repo Notes is that the value of the associated mortgage loan may be reduced, and could result in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks of Commercial Mortgage Lending Generally

Commercial mortgage loans are secured by various income producing commercial properties. The repayment of a commercial mortgage loan is typically dependent upon the ability of the related mortgaged property to produce cash flow through the collection of rents. Even the liquidation value of a commercial property is determined, in substantial part, by the capitalization of the property's ability to produce cash flow. However, net operating income can be volatile and may be insufficient to cover debt service on the loan at any given time. The net operating incomes and property values of commercial mortgaged properties may be adversely affected by a large number of factors, some of which relate to the properties themselves, such as the age, design and construction quality of the properties; perceptions regarding the safety, convenience and attractiveness of the properties; the characteristics and desirability of the area where the property is located; the strength and nature of the local economy, including labour costs and quality, tax environment and quality of life for employees; the proximity and attractiveness of competing properties; the adequacy of the property's management and maintenance; increases in interest rates, real estate taxes and operating expenses at the property and in relation to competing properties; an increase in the capital expenditures needed to maintain the properties or make improvements; the dependence upon a single tenant or concentration of tenants in a particular business or industry; a decline in the businesses operated by tenants or in their financial condition; an increase in vacancy rates; and a decline in rental rates as leases are renewed or entered into with new tenants.

Other factors are more general in nature, such as: national or regional economic conditions, including plant closings, military base closings, industry slowdowns, oil and/or gas drilling facility slowdowns or closings and unemployment rates; local real estate conditions, such as an oversupply of competing properties, retail space, office space, multifamily housing or hotel capacity; demographic factors; consumer confidence; consumer tastes and preferences; political factors; environmental factors; seismic activity risk; retroactive changes in building codes; changes or continued weakness in specific industry segments; location of certain mortgaged properties in less densely populated or less affluent areas; and the public perception of safety.

The volatility of net operating income will be influenced by many of the foregoing factors, as well as by: the length of tenant leases (including that in certain cases, all or substantially all of the tenants, or one or more sole, anchor or other major tenants, at a particular mortgaged property may have leases that expire or permit the tenant(s) to terminate its lease during the term of the loan); the quality and creditworthiness of tenants; tenant defaults; in the case of rental properties, the rate at which new rentals occur; and the property's operating leverage, which is generally the percentage of total property expenses in relation to revenue, the ratio of fixed operating expenses to those that vary with revenues, and the level of capital expenditures required to maintain the property and to retain or replace tenants.

Certain of the commercial mortgage loans represent financings of properties that have undergone or are currently undergoing renovation, construction and/or re-tenanting or other repositioning. The cash flow at origination for such properties was not considered stabilized and the underwriting for such properties was calculated based on certain assumptions, including assumptions regarding the renovations, lease-up, occupancy and rental rates. If the operating performance of such properties does not improve to the anticipated stabilized levels, (i) there may be little or no cushion against decreases in net operating income or increases in required debt service payments (on adjustable rate mortgage loans) such that changes could cause some of the borrowers to be unable to make required debt service payments on their mortgage loans and/or (ii) the borrowers may find it more difficult to refinance their mortgage loans or sell their properties at prices sufficient to pay their respective balloon payments at maturity. With respect to properties for which future renovations have been planned, to the extent that the expense of such renovations has not been covered by reserve funds or letters of credit securing the related mortgage loans, there can be no assurance that sufficient funds will be available for such renovations or that such renovations will result in improvements to occupancy or operating performance.

A decline in the real estate market or in the financial condition of a major tenant will tend to have a more immediate effect on the net operating income of properties with relatively higher operating leverage or short term revenue

sources, such as short term or month-to-month leases, and may lead to higher rates of delinquency or defaults. To the extent that the mortgage assets forming part or all of the Mortgage Repo Class Collateral is a commercial mortgage loan, any or all of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Relating to Servicers, Master Servicers and Special Servicers

Commercial mortgage loans will have a primary servicer, and may have a master servicer and one or more special servicers. The master servicer, if applicable, oversees the primary servicing and may be required to made servicing advances and perform certain reporting and management obligations. A special servicer typically is appointed when a commercial mortgage loan is in default or is at imminent risk of default. The special servicer is appointed to manage the loan, enforce the rights of the lenders, and to make modifications and undertake other loss mitigation activities.

Each such servicer or any of their respective affiliates may have interests when dealing with the commercial mortgage loans that are in conflict with those of the LLP, especially if such servicer or any of their respective affiliates has a financial interest in the same commercial mortgage loan or another loan to the related borrower or an affiliate thereof (such as a loan), or has other financial interests in or financial dealings with a borrower or a borrower sponsor. In particular, a conflict of interest may arise if any special servicer or its affiliate holds a related subordinate interest or mezzanine loan. Such a special servicer might seek to reduce the potential for losses allocable to such subordinate interest or mezzanine loan by deferring acceleration in hope of maximizing future proceeds. However, that action could result in less proceeds than would be realized if earlier action had been taken.

Commercial mortgage loan servicers are expected to service, in the ordinary course of their respective businesses, existing and new commercial mortgage loans for third parties, including portfolios of commercial mortgage loans similar to the commercial mortgage assets that may form part or all of the Mortgage Repo Class Collateral. The real properties securing these other commercial mortgage loans may be in the same markets as, and compete with, certain of the mortgaged properties securing the commercial mortgage assets that may form part or all of the Mortgage Repo Class Collateral. Consequently, personnel of such servicers may perform services with respect to the commercial mortgage assets at the same time as they are performing services, on behalf of other persons, with respect to other commercial mortgage loans secured by properties that compete with the mortgaged properties securing the commercial mortgage assets. A special servicer may enter into one or more arrangements with its appointing party or an affiliate to provide for a discount and/or revenue sharing with respect to certain of the special servicer compensation in consideration of, among other things, such special servicer's appointment (or continuance) as special servicer.

The LLP will not have advance knowledge of any such possible conflicts or, as described below, in most cases any ability to control any such appointments or to terminate them.

Risks Relating to the LLP's Lack of Control

Commercial mortgage loans, other than those that have a single lender, generally will specify the circumstances in which one or more persons who is empowered to make certain decisions and to give or withhold consent for certain actions. For convenience, the person or persons holding these rights are herein referred to as a directing party. The directing party for each commercial mortgage asset will have consent and consultation rights with respect to certain matters relating to the commercial mortgage loans and may have the right to appoint and replace the servicer. The decision rights by the directing party generally include, among others, certain consent rights for modifications to the commercial mortgage loans, including modifications of monetary terms, foreclosure or comparable conversion of the related mortgaged properties, and certain sales of mortgage loans or REO properties for less than the outstanding principal amount plus accrued interest, fees and expenses. As a result of the exercise of these rights by the directing party, the applicable servicer may take actions with respect to a commercial mortgage asset that could adversely affect the interests of other parties, including the Underlying Seller and thus the Seller and the LLP.

The LLP generally will not be a directing party and will not have a right to vote and will not have the right to make decisions with respect to the administration of any commercial mortgage loans or commercial mortgage assets. Those decisions are generally made by the applicable servicer, master servicer and, if applicable, the special

servicer, subject to any rights of any directing party. Even if the directing party with respect to one or more commercial mortgage assets were the Underlying Seller, the Underlying Seller Documents typically would not transfer the directing holder rights to the Bank as buyer for so long as the Underlying Seller is in compliance with the Underlying Seller Documents. If the Underlying Seller defaults and the Bank, as buyer, forecloses on its interest in the commercial mortgage asset, the agreements governing the asset may permit or require the transfer the directing party rights to another party (other than the Bank). Even if the directing party rights with respect to a commercial mortgage asset are held by the Bank as described above, the Mortgage Asset Repurchase Agreement does not transfer such directing holder rights to the LLP for so long as the Bank as Seller is in compliance with the Mortgage Asset Repurchase Agreement. In connection with the exercise of remedies by the Collateral Agent following an Acceleration Event, it is expected that the Collateral Agent would seek to dispose of the commercial mortgage asset in accordance with the Mortgage Repo Security Agreement, rather than have the LLP hold and substantively exercise any directing party rights.

Where the commercial mortgage asset is in the form of a pari passu senior note, the holder of that note may not have the sole, or any, control or consent rights to the whole loan. The holders of companion pari passu senior notes may have sole control or consent rights, or consultation rights (generally on a non-binding basis) with respect to major decisions and implementation of any recommended actions relating to the whole loan, under the related intercreditor agreement. Such companion pari passu senior note holder and its representative may have interests in conflict with those of the holders of the commercial mortgage asset forming part or all of the Mortgage Repo Class Collateral, and may direct or advise, as applicable, the applicable servicer to take actions that conflict with the interests of such holders. No assurance can be given that the exercise of the rights of such companion holder will not delay any action to be taken by the applicable servicer and will not adversely affect the holders of the commercial mortgage asset forming part or all of the Mortgage Repo Class Collateral. With respect to commercial mortgage loans that have mezzanine debt, the related mezzanine lender generally will have the right under certain limited circumstances to cure certain defaults or purchase the related commercial mortgage loan, and to approve certain modifications and consent to certain actions to be taken with respect to the related mortgage loan. No assurance can be given that the exercise of the rights of such a mezzanine lender will not delay any action to be taken by the applicable servicer and will not adversely affect the holders of the commercial mortgage asset forming part or all of the Mortgage Repo Class Collateral.

Risks Relating to Participation Interests

Certain of the commercial mortgage assets may be in the form of senior or pari passu senior participation interests. A participation agreement governs the relationship between the issuer of the participation interest (generally, a direct lender on the underlying commercial mortgage loan) and the holder of that participation interest. Unless the holder of a participation interest is the lead lender, such holder will not have direct contractual privity with the borrower under the related note, and may be exposed to the insolvency risk of the lead lender that sold the participation as well as to the borrower. Pursuant to the related participation agreement, the holders of the participations generally will agree that they will assign their rights to file an involuntary bankruptcy proceeding with respect to the related borrower to the lead lender (or the applicable Lender on its behalf) and that such party will have all rights to direct all actions relating to the bankruptcy of the related borrower other than voting on a plan of reorganization, which is determined by the controlling participant under the participation agreements.

Commercial Mortgage Loans Are Non-Recourse and Are Not Insured or Guaranteed

The mortgage assets represented by commercial mortgage loans are not insured or guaranteed by any person or entity, governmental or otherwise, and the underlying commercial mortgage loans are similarly not insured or guaranteed by any person or entity, governmental or otherwise. Each commercial mortgage loan is, or should be, regarded as a non-recourse loan, secured only by the related property and the net operating income that it generates and not benefiting from any mortgage or government insurance, or secondary obligors to support the credit. If a default occurs on a non-recourse loan, recourse generally may be had only against the specific mortgaged properties and other assets that have been pledged to secure the mortgage loan. Consequently, payment prior to maturity is dependent primarily on the sufficiency of the net operating income of the mortgaged property. Payment at maturity is primarily dependent upon the market value of the mortgaged property or the borrower's ability to refinance or sell the mortgaged property.

Although commercial mortgage loans generally are non-recourse in nature, certain commercial mortgage loans may contain non-recourse carveouts for liabilities such as liabilities as a result of fraud by the borrower, certain voluntary insolvency proceedings or other matters. These obligations may be guaranteed by an affiliate of the

related borrower, although liability under any such guaranty may be capped or otherwise limited in amount or scope. Furthermore, certain guarantors may be foreign entities or individuals which, while subject to the domestic governing law provisions in the guaranty and related mortgage loan documents, could nevertheless require enforcement of any judgment in relation to a guaranty in a foreign jurisdiction, which could, in turn, cause a significant time delay or result in the inability to enforce the guaranty under foreign law. Additionally, the guarantor's net worth and liquidity may be less (and in some cases, materially less) than amounts due under the related mortgage loan or the guarantor's sole asset may be its interest in the related borrower. Certain commercial mortgage loans may have the benefit of a general payment guaranty of a portion of the indebtedness under the mortgage loan. In all cases, however, the commercial mortgage loans should be considered to be non-recourse obligations because neither the LLP nor the Bank as Seller or Issuer makes any representation or warranty as to the obligation or ability of any borrower or guarantor to pay any deficiencies between any foreclosure proceeds and the mortgage loan indebtedness. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Risks Relating to Adjustable Rate Commercial Mortgage Assets

Certain of the mortgage assets represented by commercial mortgage loans may bear interest at adjustable rates and therefore, the amount of debt service payments on the related mortgage loans will increase as interest rates rise. In contrast, rental and other income on the related properties is not expected to adjust as quickly as interest rates rise. Accordingly, debt service coverage ratios of the affected mortgage loans generally will be affected adversely by rising interest rates, and a borrower's ability to make all payments due on such mortgage loans may be adversely affected. Rapid and significant fluctuations in reference rates may magnify the effect of such mismatches.

Risks Relating to Hedges

Certain of the commercial mortgage loans may benefit from the borrower thereunder entering into hedge contracts. For commercial mortgage loans with a floating interest rate, these hedging contracts typically are in the form of interest rate floors or caps to protect the borrower's obligation to make floating rate interest payments due under the related note, in which case the benefit of the payments from the hedge counterparty would typically be distributed in accordance with the loan documents, or may be held in an account as to which the mortgagee has rights. For commercial mortgage loans with a fixed interest rate, these hedging contracts typically are in the form of fixed to floating interest rate derivatives obtained by the mortgagee and designed to protect it against the borrower's obligation to make interest payments under the related note. The benefit of the payments from the hedge counterparty are retained by the mortgagee, and are not the subject of any collateral assignment. Solely to the extent available to the Underlying Seller under the Underlying Seller Documents, any benefit of hedge contracts obtained by the borrower (and to the payments thereon) are collaterally assigned by the Underlying Seller to the Seller, as buyer. In turn, the Seller's rights with respect to such hedge contracts are part of the collateral assignment under the related Mortgage Repo Transaction. Accordingly, while the LLP will benefit from payments made in connection with any such hedges as a result of the chain of collateral assignments, it will not have any direct rights to collect funds or to take action against the hedge counterparty, nor will the Collateral Agent be entitled to do so in connection with the exercise of remedies because the hedge agreements are not generally subject to an outright assignment to the Underlying Seller, Seller, LLP or the Collateral Agent. The Seller does not rely upon the value of the hedge contracts when determining the value of the related commercial mortgage loan. The terms of these hedge contracts are not reviewed by the LLP, the Collateral Agent or the Mortgage Custodian, and compliance with their terms is monitored by the Seller and not by the LLP, the Collateral Agent or the Mortgage Custodian. There is a risk that the benefit of the hedge contracts will not be available to the LLP or the Collateral Agent because the contract has expired or been terminated, the contract has been modified, the counterparty has refused or is unable to make payments thereunder, or the collateral assignments are not recognised by the counterparty. In addition, there can be no assurance that any such hedge contract provides the underlying borrower (and therefore its collateral assignees, including the LLP and the Collateral Agent) a net cash benefit, because the amount payable by the hedge counterparty to the borrower could be zero (and, in some cases, a negative amount meaning that an amount is payable by the borrower to the hedge counterparty). The pricing of the hedge contract and the movement of interest rates may put the contract in-the-money or out-of-the-money on any day.

Risks Relating to Ownership Rights related to Certain Commercial Properties

Some of the commercial mortgage loans that could be Eligible Assets may be secured by a mortgage on the borrower's leasehold interest under a ground lease or sub ground lease. Leasehold mortgage loans are subject to some risks not associated with mortgage loans secured by a lien on the fee estate of the borrower. The most significant of these risks is that if the borrower's leasehold were to be terminated upon a lease default, the leasehold mortgagee would lose its security. In addition, certain of the ground leases may not prohibit the ground lessor and the ground lessee from modifying the terms of the ground lease. If a ground lease does not contain such a prohibition, there can be no assurance that the terms of the ground lease will not be modified in a manner that would materially and adversely affect the rights of the mortgagee or the value of the related collateral.

Some of the commercial mortgage loans that could be Eligible Assets may be secured by a mortgage on a property in a condominium regime. Due to the nature of condominiums, a default on the part of the related borrower will not allow the mortgagee the same flexibility in realizing on the collateral as is generally available with respect to commercial properties that are not condominiums. If a property does not consist of the entire condominium regime, the related borrower may not have a majority of the voting rights in the related condominium or owners' association, and in such case, such borrower would not have any control over decisions made by the related board of managers or directors. Decisions made by that board of managers or directors, including regarding assessments to be paid by the unit owners, insurance to be maintained on the condominium and many other decisions affecting the maintenance of that condominium, may have a significant impact on the related mortgage loans. In certain instances, the condominium board may have rights that are senior to the rights of the mortgagee, including the right to control in certain situations the proceeds of a condemnation of a portion of the related property. This right could materially adversely affect the borrower's ability to meet its obligations under the related mortgage loan depending on the use of the condemnation proceeds by the related condominium board.

Performance of Retail, Office and Industrial Properties is Highly Dependent on the Performance of Tenants and Leases

The income from, and market value of, commercial properties leased to various tenants would be adversely affected if space at such properties could not be leased or re-leased; if the property is re-leased at a rental rate significantly below the rental rate paid by the tenant at the space at origination; if tenants were unable to meet their lease obligations, if a significant tenant were to become a debtor in a bankruptcy case; or if rental payments could not be collected for any other reason. Certain of the tenants (which may include significant tenants) may have lease expiration dates that occur prior to, or shortly after, the maturity date of the related mortgage loan. Any vacant space may cause the related property to be less desirable to other potential tenants. Even if vacated space is successfully relet, the costs associated with reletting, including tenant improvements and leasing commissions, could be substantial and could reduce cash flow from the properties.

These factors, among others, may adversely affect the cash flow generating monthly payments for the related mortgage loans. We cannot assure you that (i) leases that expire can be renewed, (ii) the space covered by leases that expire or are terminated can be re-leased in a timely manner at comparable rents or on comparable terms or (iii) the related borrower will have the cash or be able to obtain the financing to fund any required tenant improvements. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Office Properties Have Special Risks

In addition to the factors discussed herein, other factors may adversely affect the financial performance and value of commercial mortgage loans relating to office properties, including: the physical attributes of the building in relation to competing buildings (e.g., age, condition, design, appearance, access to transportation and ability to offer certain amenities, such as sophisticated building systems and/or business wiring requirements); the adaptability of the building to changes in the technological needs of the tenants; an adverse change in population, patterns of telecommuting or sharing of office space, and employment growth (which creates demand for office space); and in the case of a medical office property, (a) the proximity of such property to a hospital or other healthcare establishment, (b) reimbursements for patient fees from private or government sponsored insurers, (c) its ability to attract doctors and nurses to be on staff, and (d) its ability to afford and acquire the latest medical equipment. Issues related to reimbursement (ranging from nonpayment to delays in payment) from such insurers could adversely impact cash flow at such mortgaged property. Moreover, the cost of refitting office space for a

new tenant is often higher than the cost of refitting other types of properties for new tenants. If one or more major tenants at a particular office property were to close or the property to remain vacant, no assurance can be given that such tenants would be replaced in a timely manner or without incurring material additional costs resulting in an adverse effect on the financial performance of the property. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on an office property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Retail Properties Have Special Risks

Some commercial mortgage loans may be secured by retail properties. The value of retail properties is significantly affected by the quality of the tenants as well as fundamental aspects of real estate, such as location and market demographics, as well as changes in shopping methods and choices. Rental payments from tenants of retail properties typically comprise the largest portion of the net operating income of those mortgaged properties. The correlation between success of tenant business and a retail property's value may be more direct with respect to retail properties than other types of commercial property because a component of the total rent paid by certain retail tenants is often tied to a percentage of gross sales.

Online shopping and the use of technology, such as smartphone shopping applications, to transact purchases or to aid purchasing decisions have increased in recent years and are expected to continue to increase in the future. This trend is affecting business models, sales and profitability of some retailers and could adversely affect the demand for retail real estate and occupancy at retail properties securing the related commercial mortgage loans. Any resulting decreases in rental revenue could have a material adverse effect on the value of retail properties securing the related commercial mortgage loans. Some of these developments in the retail sector have led to retail companies, including several national retailers, filing for bankruptcy and/or voluntarily closing certain of their stores. Borrowers may be unable to re-lease such space or to re-lease it on comparable or more favourable terms. As a result, the bankruptcy or closure of a national tenant may adversely affect a retail borrower's revenues. In addition, such closings may allow other tenants to modify their leases to terms that are less favourable for borrowers or to terminate their leases, also adversely impacting their revenues. In addition to competition from online shopping, retail properties face competition from sources outside a specific geographical real estate market. For example, all of the following compete with more traditional retail properties for consumer dollars: factory outlet centres, discount shopping centres and clubs, catalog retailers, home shopping networks, and telemarketing. Continued growth of these alternative retail outlets (which often have lower operating costs) could adversely affect the rents collectible at the retail properties the subject of commercial mortgage loans, as well as the income from, and market value of, the mortgaged properties and the related borrower's ability to refinance such property.

Retail properties are also subject to conditions that could negatively affect the retail sector, such as increased unemployment, increased federal income and payroll taxes, increased health care costs, increased state and local taxes, increased real estate taxes, industry slowdowns, lack of availability of consumer credit, weak income growth, increased levels of consumer debt, poor housing market conditions, adverse weather conditions, natural disasters, plant closings, and other factors. Similarly, local real estate conditions, such as an oversupply of, or a reduction in demand for, retail space or retail goods, and the supply and creditworthiness of current and prospective tenants may negatively impact those retail properties. In addition, the limited adaptability of certain shopping malls that have proven unprofitable may result in high (and possibly extremely high) loss severities on commercial mortgage loans secured by those shopping malls.

The presence or absence of an "anchor tenant" or a "shadow anchor tenant" in or near a retail property also can be important to the performance of a retail property because anchors play a key role in generating customer traffic and making a retail property desirable for other tenants. Retail properties may also have shadow anchor tenants. An "anchor tenant" is located on the related mortgaged property, usually proportionately larger in size than most or all other tenants at the mortgaged property, and is vital in attracting customers to a retail property. A "shadow anchor tenant" is usually proportionally larger in size than most tenants at the mortgaged property, is important in attracting customers to a retail property and is located sufficiently close and convenient to the mortgaged property so as to influence and attract potential customers, but is not located on the mortgaged property. If anchor stores in a mortgaged property were to close, the related borrower may be unable to replace those anchor tenants in a timely manner or without suffering adverse economic consequences. In addition, anchor tenants and non-anchor tenants at anchored or shadow anchored retail centres may have co-tenancy clauses and/or operating covenants in their leases or operating agreements that permit those tenants or anchor stores to cease operating, reduce rent or terminate their leases if the anchor or shadow anchor tenant goes dark or if the subject store is not meeting the

minimum sales requirement under its lease. Even if non-anchor tenants do not have termination or rent abatement rights, the loss of an anchor tenant or a shadow anchor tenant may have a material adverse impact on the non-anchor tenant's ability to operate because the anchor or shadow anchor tenant plays a key role in generating customer traffic and making a centre desirable for other tenants. This, in turn, may adversely impact the borrower's ability to meet its obligations under the related mortgage loan. In addition, in the event that a shadow anchor tenant fails to renew its lease, terminates its lease or otherwise ceases to conduct business within a close proximity to the mortgaged property, customer traffic at the mortgaged property may be substantially reduced. If an anchor tenant goes dark, generally the borrower's only remedy may be to terminate that lease after the anchor tenant has been dark for a specified amount of time.

Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a retail property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Hotel Properties Have Special Risks

Some particular risk factors may adversely affect the financial performance and value of commercial mortgage loans on hotel properties, including: adverse economic and social conditions, either local, regional or national (which may limit the amount that can be charged for a room and reduce occupancy levels); continuing expenditures for modernizing, refurbishing and maintaining existing facilities prior to the expiration of their anticipated useful lives; ability to convert to alternative uses which may not be readily made; a deterioration in the financial strength or managerial capabilities of the owner or operator of a hotel property; changes in travel patterns caused by general adverse economic conditions, fear of terrorist attacks, adverse weather conditions and changes in access, energy prices, strikes, travel costs, relocation of highways, the construction of additional highways, concerns about travel safety or other factors; relative illiquidity of hospitality investments which limits the ability of the borrowers and property managers to respond to changes in economic or other conditions; and competition. Because hotel rooms are generally rented for short periods of time, the financial performance of hotel properties tends to be affected by adverse economic conditions and competition more quickly than other commercial properties. Additionally, as a result of high operating costs, relatively small decreases in revenue can cause significant stress on a property's cash flow. Moreover, the hospitality and lodging industry is generally seasonal in nature and different seasons affect different hotel properties differently depending on type and location. his seasonality can be expected to cause periodic fluctuations in a hotel property's room and restaurant revenues, occupancy levels, room rates and operating expenses. In addition, certain hotel properties are limited service, select service or extended stay hotels. Hotel properties that are limited service, select service or extended stay hotels may subject a lender to more risk than full service hotel properties as they generally require less capital for construction than full service hotel properties. In addition, as limited service, select service or extended stay hotels generally offer fewer amenities than full service hotel properties, they are less distinguishable from each other. As a result, it is easier for limited service, select service or extended stay hotels to experience increased or unforeseen competition.

There also may be risks associated with hotel properties that have not entered into or become a party to any franchise agreement, license agreement or other "flag". Hotel properties often enter into these types of agreements in order to align the hotel property with a certain public perception or to benefit from a centralised reservation system. However, the performance of a hotel property affiliated with a franchise or hotel management company depends in part on: the continued existence and financial strength of the franchisor or hotel management company; the public perception of the franchise or hotel chain service mark; and the duration of the franchise licensing or management agreements. The continuation of a franchise agreement, license agreement or management agreement is subject to specified operating standards and other terms and conditions set forth in such agreements. The failure of a borrower to maintain such standards or adhere to other applicable terms and conditions, such as property improvement plans, could result in the loss or cancellation of their rights under the franchise, license or hotel management agreement. A replacement franchise, license and/or hotel property manager may require significantly higher fees as well as the investment of capital to bring the hotel property into compliance with the requirements of the replacement franchisor, licensor and/or hotel property manager. Any provision in a franchise agreement, license agreement or management agreement providing for termination because of a bankruptcy of a franchisor, licensor or manager generally will not be enforceable. The transferability of franchise agreements, license agreements and property management agreements may be restricted.

Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a hotel property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Self Storage Properties Have Special Risks

Some particular risk factors may adversely affect the financial performance and value of commercial mortgage loans on self storage properties, including: decreased demand; lack of proximity to apartment complexes or commercial users; apartment tenants moving to single family homes; decline in services rendered, including security; dependence on business activity ancillary to renting units; security concerns; age of improvements; or competition or other factors. Self storage properties are considered particularly vulnerable to competition because both acquisition costs and break even occupancy are relatively low. The conversion of self storage facilities to alternative uses would generally require substantial capital expenditures. Thus, if the operation of any self storage properties becomes unprofitable, the liquidation value of that self storage mortgaged property may be substantially less, relative to the amount owing on the mortgage loan, than if the self storage mortgaged property were readily adaptable to other uses. In addition, storage units are typically engaged for shorter time frames than traditional commercial leases for office or retail space. Tenants at self storage properties tend to require and receive privacy, anonymity and efficient access, each of which may heighten environmental and other risks related to such property as the borrower may be unaware of the contents in any self storage unit. Certain commercial mortgage loans secured by self storage properties may be affiliated with a franchise company through a franchise agreement. The performance of a self storage property affiliated with a franchise company may be affected by the continued existence and financial strength of the franchisor, the public perception of a service mark, and the duration of the franchise agreement. The transferability of franchise license agreements is restricted. In addition, certain self storage properties may derive a material portion of revenue from business activities ancillary to self storage such as truck rentals, parking fees and similar activities which require special use permits or other discretionary zoning approvals and/or from leasing a portion of the subject property for office or retail purposes Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a hotel property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Multifamily Properties Have Special Risks

Some particular risk factors may adversely affect the financial performance and value of commercial mortgage loans on multifamily properties, including: the quality of property management; the ability of management to provide adequate maintenance and insurance; the types of services or amenities that the property provides; the property's reputation; the level of mortgage interest rates, which may encourage tenants to purchase rather than lease housing; the generally short terms of residential leases and the need for continued re-letting; rent concessions and month to month leases, which may impact cash flow at the property; the tenant mix, such as the tenant population being predominantly students or being heavily dependent on workers from a particular business or industry or personnel from or workers related to a local military base or oil and/or gas drilling industries; in the case of student housing facilities or properties leased primarily to students, which may be more susceptible to damage or wear and tear than other types of multifamily housing, the reliance on the financial well being of the college or university to which it relates, competition from on campus housing units, which may adversely affect occupancy, the physical layout of the housing, which may not be readily convertible to traditional multifamily use, and that student tenants have a higher turnover rate than other types of multifamily tenants, which in certain cases is compounded by the fact that student leases are available for periods of less than 12 months; certain multifamily properties may be considered to be "flexible apartment properties". Such properties have a significant percentage of units leased to tenants under short term leases (less than one year in term), which creates a higher turnover rate than for other types of multifamily properties; restrictions on the age or income of tenants who may reside at the property; dependence upon governmental programs that provide rent subsidies to tenants pursuant to tenant voucher programs, which vouchers may be used at other properties and influence tenant mobility; adverse local, regional or national economic conditions, which may limit the amount of rent that may be charged and may result in a reduction of timely rent payments or a reduction in occupancy levels; state and local regulations, which may affect the building owner's ability to increase rent to market rent for an equivalent apartment; and the existence of government assistance/rent subsidy programs, and whether or not they continue and provide the same level of assistance or subsidies.

Certain states regulate the relationship between an owner and its tenants. Commonly, these laws require a written lease, good cause for eviction, disclosure of fees, and notification to residents of changed land use, while

prohibiting unreasonable rules, retaliatory evictions, and restrictions on a resident's choice of unit vendors. Apartment building owners have been the subject of suits under state Unfair and Deceptive Practices Acts and other general consumer protection statutes for coercive, abusive or unconscionable leasing and sales practices. A few states offer more significant protection. For example, in some states, there are provisions that limit the bases on which a landlord may terminate a tenancy or increase a tenant's rent or prohibit a landlord from terminating a tenancy solely by reason of the sale of the owner's building. In addition to state regulation of the landlord tenant relationship, numerous counties and municipalities impose rent control on apartment buildings. These ordinances may limit rent increases to fixed percentages, to percentages of increases in the consumer price index, to increases set or approved by a governmental agency, or to increases determined through mediation or binding arbitration. Any limitations on a borrower's ability to raise property rents may impair such borrower's ability to repay its multifamily loan from its net operating income or the proceeds of a sale or refinancing of the related multifamily property.

Certain of the commercial mortgage loans may be secured by properties that are subject to certain affordable housing covenants and other covenants and restrictions with respect to various tax credit, city, state and federal housing subsidies, rent stabilization or similar programs, in respect of various units within the mortgaged properties. The limitations and restrictions imposed by these programs could result in losses on such commercial mortgage loans. In addition, in the event that the program is cancelled, it could result in less income for the project. These programs may include, among others: rent limitations that would adversely affect the ability of borrowers to increase rents to maintain the condition of their mortgaged properties and satisfy operating expenses; tenant income restrictions that may reduce the number of eligible tenants in those mortgaged properties and result in a reduction in occupancy rates; and with respect to residential cooperative properties, restrictions on the sale price for which units may be re-sold. The difference in rents between subsidised or supported properties and other multifamily rental properties in the same area may not be a sufficient economic incentive for some eligible tenants to reside at a subsidised or supported property that may have fewer amenities or be less attractive as a residence. As a result, occupancy levels at a subsidised or supported property may decline, which may adversely affect the value and successful operation of such property. Certain multifamily properties may be residential cooperative buildings and the land under any such building is owned or leased by a non-profit residential cooperative corporation. The cooperative owns all the units in the building and all common areas. Its tenants own stock, shares or membership certificates in the corporation. This ownership entitles the tenant-stockholders to proprietary leases or occupancy agreements which confer exclusive rights to occupy specific units. Generally, the tenant-stockholders make monthly maintenance payments which represent their share of the cooperative corporation's mortgage loan payments, real property taxes, reserve contributions and capital expenditures, maintenance and other expenses, less any income the corporation may receive. These payments are in addition to any payments of principal and interest the tenant-stockholder may be required to make on any loans secured by its shares in the cooperative.

Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a multifamily property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Manufactured Housing Community Properties Have Special Risks

Some particular risk factors may adversely affect the financial performance and value of commercial mortgage loans on manufactured housing community properties, including: the number of competing residential developments in the local market, such as other manufactured housing community properties, apartment buildings and site built single family homes; the physical attributes of the community, including its age and appearance; the location of the manufactured housing property; the presence and/or continued presence of sufficient manufactured homes at the manufactured housing property (manufactured homes are not generally part of the collateral for a mortgage loan secured by a manufactured housing property; rather, the pads upon which manufactured homes are located are leased to the owners of such manufactured homes; accordingly, manufactured homes may be moved from a manufactured housing property); the type of services or amenities it provides; any age restrictions; the property's reputation; and state and local regulations, including rent control and rent stabilization, and tenant association rights. Manufactured housing community properties may have few improvements (which are highly specialised) and may be single-purpose properties that could not be readily converted to general residential, retail or office use. Some manufactured housing community properties may be either recreational vehicle resorts or have a significant portion of the properties that are intended to accommodate short term occupancy by recreational vehicles, and tenancy of these communities may vary significantly by season. This seasonality may cause periodic fluctuations in revenues, tenancy levels, rental rates and operating expenses for these properties. Certain of the

manufactured housing community mortgaged properties may not be connected in their entirety to public water and/or sewer systems. In such cases, the borrower could incur a substantial expense if it were required to connect the property to such systems in the future. In addition, the use of well water enhances the likelihood that the property could be adversely affected by a recognised environmental condition that impacts soil and groundwater. Certain jurisdictions may give the related homeowner's association or even individual homeowners a right of first refusal with respect to a proposed sale of the manufactured housing community property. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a manufactured housing community property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Industrial Properties, Including Cold Storage Facilities, Have Special Risks

Some particular risk factors may adversely affect the financial performance and value of commercial mortgage loans on industrial properties, including: reduced demand for industrial space because of a decline in a particular industry segment; the property becoming functionally obsolete; building design and adaptability; unavailability of labour sources; changes in access, energy prices, strikes, relocation of highways, the construction of additional highways or other factors; changes in proximity of supply sources; the expenses of converting a previously adapted space to general use; and the location of the property. Industrial properties may be adversely affected by reduced demand for industrial space occasioned by a decline in a particular industry segment in which the related tenants conduct their businesses (for example, a decline in consumer demand for products sold by a tenant using the property as a distribution centre). In addition, a particular industrial or warehouse property that suited the needs of its original tenant may be difficult to re-let to another tenant or may become functionally obsolete relative to newer properties. In addition, mortgaged properties used for many industrial purposes are more prone to environmental concerns than other property types. Aspects of building site design and adaptability affect the value of an industrial property. Site characteristics that are generally desirable to a warehouse/industrial property include high clear ceiling heights, wide column spacing, a large number of bays (loading docks) and large bay depths, divisibility, a layout that can accommodate large truck minimum turning radii and overall functionality and accessibility. In addition, because of unique construction requirements of many industrial properties, any vacant industrial property space may not be easily converted to other uses. Thus, if the operation of any of the industrial properties becomes unprofitable due to competition, age of the improvements or other factors such that the borrower becomes unable to meet its obligations on the related commercial mortgage loan, the liquidation value of that industrial property may be substantially less, relative to the amount owing on the related mortgage loan, than would be the case if the industrial property were readily adaptable to other uses. Location is also important because an industrial property requires the availability of labour sources, proximity to supply sources and customers and accessibility to rail lines, major roadways and other distribution channels. Further, certain of the industrial properties may have tenants that are subject to risks unique to their business, such as cold storage facilities. Cold storage facilities may have unique risks such as short lease terms due to seasonal use, making income potentially more volatile than for properties with longer term leases, and customised refrigeration design, rendering such facilities less readily convertible to alternative uses. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on an industrial property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

Mixed Use Properties Have Special Risks

Certain of the properties underlying commercial mortgage assests may be mixed use properties. Mixed use properties are subject to the risks relating to the property types comprising the mix. For example, office and retail properties may be combined into a mixed use property that is exposed to the risks of both office and retail properties. A mixed use property may be subject to additional risks as a result of layering the types, for example where poor tenancy performance in the multi-family portion of a mixed use property contributes to decreased performance in the retail portion of that mixed use property. These risks can be exacerbated by other risks including the property manager having limited or no experience in managing the different property types that comprise such mixed use property. Any of the foregoing may result in a diminution in value of the Mortgage Repo Class Collateral to the extent the same is or is related to a commercial mortgage loan on a mixed use property, resulting in proceeds insufficient to meet all the Mortgage Repo Payment Amounts that are Due for Payment under the LLP Undertaking (Mortgage Repo).

INFORMATION INCORPORATED BY REFERENCE

The following information has been filed with the Central Bank pursuant to the Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market and amending Directive 2001/34/EC including subsequent amendments and shall be deemed to be incorporated in, and to form part of, this Base Prospectus:

- the unaudited interim results announcement of the Bank as filed with the SEC on Form 6-K on 1 August 2024 in respect of the 6 months ended 30 June 2024 (**"H12024 6-K"**) (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/ResultAnnouncements/H12024Results/BBPLC-6K-H124.pdf).

- the Annual Report of the Bank, as filed with the US Securities and Exchange Commission (SEC) as Amendment No.1 on Form 20-F/A on 21 February 2024 in respect of the years ended 31 December 2022 and 31 December 2023 ("**2023 20-F**") (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/reports-and-events/annual-reports/2023/Barclays%20Bank%20PLC%20Form%2020-F%202023.pdf), excluding the section entitled "Exhibit Index" on page 263 of the 2023 20-F which is not incorporated and does not form part of this Base Prospectus;

- the sections set out below from the Annual Report of the Bank, as amended and filed with the SEC on Form 20-F on 15 February 2023 containing the audited consolidated financial statements of the Bank and the independent auditor's report thereon in respect of the years ended 31 December 2021 and 31 December 2022 ("**2022 20-F**") (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/reports-and-events/annual-reports/2022/20F/Barclays-Bank-PLC-Form-20-F-%202022.pdf),

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Notes to the Financial Statements	Pages 127-212

- for so long as Notes issued thereunder and listed by the Issuer remain outstanding, the terms and conditions of the Notes set forth on pages 216-277 of the previous base prospectus dated 17 October 2023, as amended, prepared by the Bank in connection with the Global Collateralised Medium Term Note Series (available at https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202310/bd336584-fac2-49ef-9b92-04730d5dc95c.pdf);

- for so long as Notes issued thereunder and listed by the Issuer remain outstanding, the terms and conditions of the Notes set forth on pages 216-277 of the previous base prospectus dated 12 October 2022, as amended, prepared by the Bank in connection with the Global Collateralised Medium Term Note Series (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/202210/9506917a-cec3-405d-84a7-695ac98bb81d.PDF;

- for so long as Notes issued thereunder and listed by the Issuer remain outstanding, the terms and conditions of the Notes set forth on pages 190-249 of the previous base prospectus dated 1 October 2021, as amended, prepared by the Bank in connection with the Global Collateralised Medium Term Note Series (available at: Microsoft Word - 743917738_11.docx (ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com));

- for so long as Notes issued thereunder and listed by the Issuer remain outstanding, the terms and conditions of the Notes set forth on pages 180-240 of the previous base prospectus dated 30 September 2020, as amended, prepared by the Bank in connection with the Global Collateralised Medium Term Note Series (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_8bc22b3a-43a5-46d7-b0a4-f996daa94f36.PDF); and

- for so long as Notes issued thereunder and listed by the Issuer remain outstanding, the terms and conditions of the Notes set forth on pages 170-215 of the previous base prospectus dated 30 September 2019, as amended, prepared by the Bank in connection with the Global Collateralised Medium Term Note Series (available at: https://ise-prodnr-eu-west-1-data-integration.s3-eu-west-1.amazonaws.com/legacy/Base+Prospectus_5e0ea745-5975-4af7-a82c-126c31ae982d.PDF).

The above documents may be inspected as described in "*General Information-Documents Available*". For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on any website referenced in this Base Prospectus does not form part of this Base Prospectus.

The Bank has prepared the financial statements incorporated by reference above from the H12024 6-K, the 2023 20-F and the 2022 20-F in accordance with UK-adopted international accounting standards. Such financial statements have also been prepared in accordance with (i) UK-adopted international accounting standards; (ii) International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB), including interpretations issued by the IFRS Interpretations Committee; and (iii) IFRS adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union. The condensed consolidated interim financial statements from the H12024 6-K have also been prepared in accordance with (a) the Disclosure Guidance and Transparency Rules (DTR) of the UK's Financial Conduct Authority (FCA), (b) the Transparency (Directive 2004/109/EC) Regulations 2007 of Ireland (as amended), and (c) (i) UK adopted IAS 34, Interim Financial Reporting (ii) IAS 34, Interim Financial Reporting, as published by the International Accounting Standards Board (IASB), and (iii) IAS 34, Interim Financial Reporting as adopted pursuant to Regulation (EC) No 1606/2002 as it applies in the European Union (EU). UK adopted IAS 34 and EU adopted IAS 34 are currently the same and were the same as at 31 December 2023. There are currently no differences between UK-adopted international accounting standards and IFRS as adopted by the EU. A summary of the material accounting policies for the Bank is included in the 2023 20-F and the 2022 20-F.

FORWARD-LOOKING STATEMENTS

This Base Prospectus and certain documents incorporated by reference herein contain certain forward-looking statements within the meaning of Section 21E of the US Securities Exchange Act of 1934, as amended, and Section 27A of the US Securities Act of 1933, as amended, with respect to the Barclays Bank Group. The Barclays Bank Group cautions readers that no forward-looking statement is a guarantee of future performance and that actual results or other financial condition or performance measures could differ materially from those contained in the forward-looking statements. Forward-looking statements can be identified by the fact that they do not relate only to historical or current facts.

Forward-looking statements sometimes use words such as 'may', 'will', 'seek', 'continue', 'aim', 'anticipate', 'target', 'projected', 'expect', 'estimate', 'intend', 'plan', 'goal', 'believe', 'achieve' or other words of similar meaning. Forward-looking statements can be made in writing but also may be made verbally by directors, officers and employees of the Barclays Bank Group (including during management presentations) in connection with this Base Prospectus. Examples of forward-looking statements include, among others, statements or guidance regarding or relating to the Barclays Bank Group's future financial position, business strategy, income levels, costs, assets and liabilities, impairment charges, provisions, capital, leverage and other regulatory ratios, capital distributions (including policy on dividends and share buybacks), return on tangible equity, projected levels of growth in banking and financial markets, industry trends, any commitments and targets (including environmental, social and governance (ESG) commitments and targets), plans and objectives for future operations, International Financial Reporting Standards (**"IFRS"**) and other statements that are not historical or current facts.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements speak only as at the date on which they are made. Forward-looking statements may be affected by a number of factors, including, without limitation: changes in legislation, regulations, governmental and regulatory policies, expectations and actions, voluntary codes of practices, and the interpretation thereof, changes in IFRS and other accounting standards, including practices with regard to the interpretation and application thereof and emerging and developing ESG reporting standards; the outcome of current and future legal proceedings and regulatory investigations; the Barclays Bank Group's ability along with governments and other stakeholders to measure, manage and mitigate the impacts of climate change effectively; environmental, social and geopolitical risks and incidents and similar events beyond the Barclays Bank Group's control; the impact of competition in the banking and financial services industry; capital, liquidity, leverage and other regulatory rules and requirements applicable to past, current and future periods; UK, US, Eurozone and global macroeconomic and business conditions, including inflation; volatility in credit and capital markets; market related risks such as changes in interest rates and foreign exchange rates; reforms to benchmark interest rates and indices; higher or lower asset valuations; changes in credit ratings of any entity within the Barclays Bank Group or any securities issued by it; changes in counterparty risk; changes in consumer behaviour; the direct and indirect consequences of the conflicts in Ukraine and the Middle East on European and global macroeconomic conditions, political stability and financial markets; political elections including the impact of the UK, European and US elections in 2024; developments in the UK's relationship with the European Union ("EU"); the risk of cyberattacks, information or security breaches, technology failures or operational disruptions and any subsequent impact on the Barclays Bank Group's reputation, business or operations; the Barclays Bank Group's ability to access funding; and the success of acquisitions, disposals and other strategic transactions. A number of these factors are beyond the Barclays Bank Group's control. As a result, the Barclays Bank Group's actual financial position, results, financial and non-financial metrics or performance measures or its ability to meet commitments and targets may differ materially from the statements or guidance set forth in the Barclays Bank Group's forward-looking statements.

Additional risks and factors which may impact the Barclays Bank Group's future financial condition and performance are identified in the Bank's filings with the SEC (including, without limitation, the 2023 20-F (as defined in the "*Information Incorporated by Reference*" section above)), which are available on the SEC's website at www.sec.gov.

Subject to the Barclays Bank PLC's obligations under the applicable laws and regulations of any relevant jurisdiction (including, without limitation, the UK and the US) in relation to disclosure and ongoing information, the Bank undertakes no obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

INFORMATION RELATING TO THE ISSUER

The Bank, the Barclays Bank Group and the Group

Barclays Bank PLC (the "**Bank**", and together with its subsidiary undertakings, the "**Barclays Bank Group**") is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered head office at 1 Churchill Place, London E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the "**Group**" or "**Barclays**") is the ultimate holding company of the Group. The Bank's principal activity is to offer products and services designed for larger corporate, private bank and wealth management, wholesale and international banking clients.

Barclays is a diversified bank with five operating divisions comprising: Barclays UK, Barclays UK Corporate Bank, Barclays Private Bank and Wealth Management, Barclays Investment Bank and Barclays US Consumer Bank supported by Barclays Execution Services Limited, the Group-wide service company providing technology, operations and functional services to businesses across the Group. Barclays UK broadly represents businesses that sit within the UK ring-fenced bank and its subsidiaries, and comprises Personal Banking, Business Banking and Barclaycard Consumer UK. The Personal Banking business offers retail solutions to help customers with their day-to-day banking needs, the UK Business Banking business serves business clients, from high growth start ups to small-and-medium-sized enterprises, with specialist advice, and the Barclaycard Consumer UK business offers flexible borrowing and payment solutions.

The remaining divisions broadly represent the businesses that sit within the non-ring fenced bank, the Bank and its subsidiaries. Barclays UK Corporate Bank offers lending, trade and working capital, liquidity, payments and FX solutions for corporate clients with turnover from £6.5m (excluding those that form part of the FTSE 350). Barclays Private Bank and Wealth Management comprises the Private Bank, Wealth Management and Investments businesses. Barclays Investment Bank incorporates the Global Markets, Investment Banking and International Corporate Banking businesses, serving FTSE350, multinationals and financial institution clients that are regular users of Investment Bank services. Barclays US Consumer Bank represents the US credit card business, focused in the partnership market, as well as an online deposit franchise.

The short term unsecured obligations of the Bank are rated A-1 by S&P Global Ratings UK Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the unsecured unsubordinated long term obligations of the Bank are rated A+ by S&P Global Ratings UK Limited, A1 by Moody's Investors Service Ltd. and A+ by Fitch Ratings Limited. The Bank's credit ratings included or referred to in this Base Prospectus will be treated for the purposes of Regulation (EC) No 1060/2009 on credit rating agencies as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the UK CRA Regulation) as having been issued by Fitch Ratings Limited (Fitch), Moody's Investors Service Ltd. (Moody's) and S&P Global Ratings UK Limited (S&P), each of which is established in the United Kingdom and has been registered under the UK CRA Regulation. As such, each of S&P, Moody's and Fitch appears on the latest update of the list of registered credit rating agencies (as of the date of this Base Prospectus on the FCA's Financial Services Register. The ratings each of Fitch, Moody's and S&P have given in relation to the Bank are endorsed by Fitch Ratings Ireland Limited, Moody's Deutschland GmbH and S&P Global Ratings Europe Limited respectively, each of which is established in the European Economic Area (EEA) and registered under Regulation (EU) No 1060/2009 on credit rating agencies (as amended, the EU CRA Regulation)."

Based on the Barclays Bank Group's audited financial information for the year ended 31 December 2023, the Barclays Bank Group had total assets of £1,185,166m (December 2022: £1,203,537m), total loans and advances, debt securities at amortised cost of £185,247m (December 2022: £182,507m), total deposits at amortised cost of £301,798m (December 2022: £291,579m), and total equity of £60,504m (December 2022: £58,953m). The profit before tax of the Barclays Bank Group for the year ended 31 December 2023 was £4,223m (December 2022: £4,867m) after credit impairment charges of £1,578m (December 2022: credit impairment charges of £933m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Bank for the year ended 31 December 2023, as set out in the 2023 20-F.

Based on the Barclays Bank Group's unaudited financial information for the six months ended 30 June 2024, the Barclays Bank Group had total assets of £1,283,964m (December 2023: £1,185,166m), total loans and advances and debt securities at amortised cost of £190,572m (December 2023: £185,247m), total deposits at amortised cost of £324,012m (December 2023: £301,798m), and total equity of £59,110m (December 2023: £60,504m). The profit before tax of the Barclays Bank Group for the six months ended 30 June 2024 was £2,677m (June 2023: £3,132m) after credit impairment charges of £831m (June 2023: credit impairment charges of £688m). The financial information in this paragraph is extracted from the unaudited condensed consolidated interim financial statements of the Bank for the six months ended 30 June 2024, as set out in the H12024 6-K.

Legal Proceedings

For a description of the governmental, legal or arbitration proceedings that the Bank and the Barclays Bank Group face, see Note 11 (Legal, competition and regulatory matters) to the condensed consolidated financial statements of the Bank on pages 42 to 46 of the H12024 6-K .

Directors

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

Name	***Function(s) within the Bank***	***Principal outside activities***
Nigel Higgins	Chairman and Non-Executive Director	Group Chairman and Non-Executive Director, Barclays PLC; Chairman, Sadler's Wells; Non-Executive Director, Tetra Laval Group
C.S. Venkatakrishnan	Chief Executive and Executive Director	Group Chief Executive and Executive Director, Barclays PLC; Board Member, Institute of International Finance; Advisory Member to the Board, Massachusetts Institute of Technology Golub Centre for Finance and Policy; Member of Leadership Council, UN Environment Programme Finance Initiative Leadership Council; Chair, Corporate Partnerships Board, The Royal Marsden Cancer Charity; Member, CNBC ESG Council Board Member, Bank Policy Institute
Anna Cross	Executive Director	Group Finance Director and Executive Director, Barclays PLC; Chair, The 100 Group of the FTSE Finance Directors
Robert Berry	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Director, Barclays Capital Securities Limited; Board President, Alina Lodge, Trustee, High Watch Recovery Center

Name	*Function(s) within the Bank*	*Principal outside activities*
Mohamed A. El-Erian *	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Chair, Under Armour Inc.; Chief Economic Advisor, Allianz SE; President, Queens' College, Cambridge University; Chairman, Gramercy Funds Management; G30, Consultative Group on International Economic and Monetary Affairs Inc.
Dawn Fitzpatrick	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Director, Barclays Capital Securities Limited; Chief Executive Officer and Chief Investment Officer, Soros Fund Management LLC; Member, Advisory Board and Investment Committee of the Open Society Foundations' Economic Justice Programme; Member of Advisory Council, The Bretton Woods Committee; Chair, Financial Sector Advisory Council, Federal Reserve Bank of Dallas
Mary Francis	Non-Executive Director	Non-Executive Director, Barclays PLC; Senior Independent Director, PensionBee Group PLC; Member, UK Takeover Appeal Board
Marc Moses	Non-Executive Director	Non-Executive Director, Barclays PLC
Diane Schueneman	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Director, Barclays US LLC; Chair, Barclays Execution Services Limited
Julia Wilson	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Director, Barclays Capital Securities Limited
Brian Shea	Non-Executive Director	Non-Executive Director, Barclays PLC; Non-Executive Director, Barclays Execution Services Limited; Director, Ameriprise Financial, Inc. Director, RBB Funds, Inc. Board of Trustees, Catholic Charities of the Archdiocese of New York

*On 19 July 2024, the Issuer announced that Mohamed A. El-Erian will step down from the Board (as defined below) as a Non-Executive Director with effect from 1 September 2024.

The Board of Directors of the Bank (the "**Board**") has authority to authorise Director conflicts of interest, in accordance with the Companies Act 2006 and the Bank's Articles of Association. This ensures that the influence of third parties does not compromise the independent judgement of the Board. Directors are required to declare any potential or actual conflicts of interest that could interfere with their ability to act in the best interests of the Barclays Bank Group.

A conflicts register recording actual and potential conflicts of interest, together with any Board authorisations of conflicts, is maintained. Authorisations are for an indefinite period but are reviewed on a biannual basis by the Board. The Board also considers the effectiveness of the conflicts authorisation process.

The Board retains the power to vary or terminate conflicts authorisations at any time.

Except as described above, no potential conflicts of interest exist between any duties to the Bank of the Directors listed above and their private interests or other duties. Where the Board considers it necessary, appropriate arrangements are put in place to mitigate the risk of potential conflicts of interest arising between any duties to the Bank of the Directors listed above and their private interests or other duties.

DESCRIPTION OF THE LLP

Barclays CCP Funding LLP was incorporated under the Limited Liability Partnerships Act 2000 on 26 October, 2010. The LLP is a limited liability partnership with registered number OC359024, whose registered office is at 1 Churchill Place, London, E14 5HP (telephone number of the Administrator of the LLP: +44 (0) 20 7116 1000). The LLP's legal entity identifier ("**LEI**") is 213800KEDEBMLHKVFE83.

The members of the LLP as at the date of this Base Prospectus, and their respective principal offices, are Barclays Bank PLC, and Barclays Shea Limited, both at 1 Churchill Place, London, E14 5HP, United Kingdom. One hundred percent of the economic interest in the LLP is owned by Barclays Bank PLC, and the LLP will be consolidated with Barclays Bank PLC under applicable international accounting standards. See "*The LLP Deed*" below.

As of the Series Closing Date, the LLP has incurred indebtedness and other obligations under the Intercompany Loan Agreement and in connection with the LLP Undertaking in connection two Series of collateralised commercial paper under the Programme. The LLP is expected to incur additional indebtedness under these Series, under the Note Series and under any other series issued from time to time under the Programme. Except for certain expenses of liquidation under the occurrence of an Acceleration Event of any Series or Class issued under the Programme, the Issuer will pay all fees and expenses of all third party service providers to the LLP.

The LLP's annual financial year-end date is 31 December. The LLP has prepared audited financial statements for the years ended 31 December 2022 and 31 December 2023 in accordance with UK-adopted international accounting standards. They have not been prepared in accordance with International Financial Reporting Standards as endorsed in the European Union based on Regulation (EC) No 1606/2002. There are no material differences between the accounting standards used in preparing the LLP's financial statements for the years ended 31 December 2022 and 31 December 2023 and IFRS. A summary of the significant accounting policies for the LLP is included in the Members' Annual Report and Financial Statements of the LLP for the years ended 31 December 2021 and 2022 included elsewhere herein. Based on the LLP's audited financial information for the year ended 31 December 2022, the LLP had total assets of $[●], total liabilities of $[●] and total members' equity of $10,005,000. The financial information in this paragraph is extracted from the Members' Annual Report and Financial Statements of the LLP for the year ended 31 December 2023, included elsewhere herein.

The LLP Deed

As at the date of this Base Prospectus, the LLP is controlled by the Bank. To ensure that such control is not abused, the Bank, the LLP and the Liquidation Member have entered into the LLP Deed which governs the operation of the LLP.

Establishment, Membership and Capital

The LLP Deed ("**LLP Deed**") is a limited liability partnership deed between the LLP, Barclays Bank PLC (in its capacity as Administrator and Member) and the Liquidation Member. The LLP Deed is governed by the law of England and Wales. The LLP Deed provides for the establishment and management of the LLP. The Members of the LLP agree to operate the business of the LLP through the LLP Management Committee, in accordance with the terms of the LLP Deed.

The only members of the LLP (each a "**Member**", and together with any other members from time to time, the "**Members**" of the LLP) are Barclays Bank PLC and the Liquidation Member. The Members (other than the Liquidation Member) may from time to time make capital contributions in cash to the LLP ("**Capital Contributions**") if so requested by the LLP Management Committee. In addition, the Members (other than the Liquidation Member) may pay the fees and expenses of service providers for the LLP on the LLP's behalf, which payments will be deemed to be Capital Contributions by such Member. The Liquidation Member will not make any Capital Contributions to the LLP. No Member is entitled to any interest on its Capital Contribution. The Members are not obligated to make Capital Contributions, or to contribute to the losses of the LLP.

Management of the LLP

Decisions by the LLP are generally made by a management committee which is comprised of Barclays Bank PLC and the Liquidation Member (the "**LLP Management Committee**"), each of whom is represented at any meeting

of the LLP Management Committee by a representative appointed by each respective Member from its officers, directors and employees. Except as specified below, the Members will delegate all matters to the LLP Management Committee, who may decide such matters by majority decision or by sub-delegating or otherwise determining such matters as they consider appropriate.

A quorum for the transaction of business at a meeting of the LLP Management Committee must include at least one representative of each of the two members of the LLP Management Committee and, for any meeting of the LLP Management Committee relating to any decision requiring a unanimous decision of the LLP Management Committee as described below, must include the Independent Director. The following matters may only be determined by the unanimous decision of the LLP Management Committee, and, while any Series is outstanding, with prior notice to each Applicable Enforcing Party for such Series: (a) appointment of a liquidator or application to the court to make an administration order in respect of the LLP; (b) any change to the LLP name; (c) any amendment to certain provisions of the LLP Deed relating to governance of the LLP; (d) a decision not to fully indemnify the LLP for liabilities of the LLP due to the dishonesty, willful default, willful neglect or negligence of a Member; (e) a transfer of the whole or any part of the business of the LLP; and (f) any change to the LLP's business, other than as contemplated by the Transaction Documents.

An "**Independent Director**", for purposes of the LLP Deed, means a person that (a) is not a director, officer or employee of the Issuer; and (b) is not a person, or a director, officer or employee of a person, which controls or has in the five years prior to appointment as director of the Liquidation Member controlled (whether directly, indirectly, or otherwise) the Issuer or its Affiliates. With respect to any entity, an "**Affiliate**" is another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such entity. For purposes of this definition, the term "**control**" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. An entity shall be deemed to be controlled by another entity if such other entity possesses, directly or indirectly, the power to elect a majority of the board of directors or equivalent body of the first entity. The Independent Director will act in the best interests of the LLP in making any decision or casting any vote with respect to the business and/or operation of the LLP.

A quorum for a meeting of the Members of the LLP must include at least one representative of each of the two Members and, for any meeting of the Members relating to any decision requiring a unanimous decision of the Members as described below, must include the Independent Director. The following matters may only be decided by a unanimous decision of the Members: (a) approval of the balance sheet and profit and loss account of the LLP, together with the notes of such accounts; (b) a resolution for the voluntary winding up of the LLP; and (c) a resolution to contribute to the losses of the LLP.

Following the appointment of a liquidator or administrator to the Issuer while it is a Member, decisions which are reserved to the Members (including any decision expressly requiring a unanimous decision of the Members) will be made by the Liquidation Member, acting by decision of the Independent Director, alone.

No potential conflicts of interest exist between any duties to the LLP of the members of the LLP Management Committee and their private interests or other duties.

LLP Master Account

The LLP Deed authorises the establishment of a main operating bank account for the LLP (the "**LLP Master Account**"). The LLP Master Account is not pledged by the LLP and does not represent part of the Collateral for any Class of the Notes or any other Series under the Programme.

Winding Up Provisions

For so long as any Series is outstanding, each Member has agreed that it will not terminate or purport to terminate the LLP or institute any winding-up, administration, insolvency or other similar proceedings against the LLP and in the event that any Series is not outstanding, only with a unanimous decision of the Members. Such consent must include the consent of the Independent Director. The LLP may only be wound up voluntarily under Section 84(1) of the Insolvency Act, in accordance with the LLP Deed and the Companies Act 2006 and any regulations made pursuant thereto. Upon the winding up of the LLP, each Applicable Enforcing Party may realise upon some or all of the assets of the LLP in accordance with the security documents for any Series or Class under the Programme, and distribute the proceeds of sale or assets in accordance with such security documents. The

remaining property of the LLP will be distributed in cash or in specie in repayment of, with respect to any Member, the balance of such Member's Capital Contributions as determined in accordance with the LLP Deed. Any remaining balance will be distributed to the Members *pro rata* and *pari passu* in the proportions which their respective outstanding Capital Contributions bear to the aggregate outstanding Capital Contributions of the Members immediately prior to the liquidation. The provisions of the LLP Deed will remain binding notwithstanding that the LLP has been wound up or become insolvent in so far as the obligations and covenants set out in it remain or require to be performed.

Isolation of the LLP

The LLP has agreed that (a) it will maintain separate financial statements from the Issuer and will conduct its business such that the LLP is a readily identifiable business separate from, and independent of, the Issuer (it being understood that, in the event it is required to do so by applicable law or any accounting principles from time to time in effect, the Issuer and any of its Affiliates may publish financial statements that consolidate those of the LLP); (b) it will conduct its business in its own name and not in the name of the Issuer; (c) all of its business correspondence and other communications in connection with the Issuer will be conducted in LLP's own name and the LLP will use its own respective stationery, invoices and checks and will hold itself out as a separate and distinct entity from the Issuer; (d) it will correct any known misunderstanding regarding its separate identity from the Issuer; (e) it will maintain records, books, accounts and minutes for itself separate from those of the Issuer or any other person; (f) it will maintain its assets separately from the assets of the Issuer (including through the maintenance of separate bank accounts) and it will not commingle its assets with those of the Issuer or any other person; (g) it will pay its own obligations as a legal entity separate from the Issuer only from its own funds; (h) it will maintain adequate capital in light of its contemplated business operations; (i) it will not enter into any agreements with the Issuer or any of its Affiliates that are, as a whole, materially more favourable to such persons than agreements that such persons would have been able to enter into at such time on an arm's-length basis with a non-affiliated third party; (j) it will observe all corporate and other organisational formalities required by the LLP Deed and by the laws of England and Wales; and (k) it will not take any actions that would be inconsistent with maintaining its legal identity separate from the Issuer.

Employees

The LLP has no employees.

Significant or Material Change

Since 31 December 2023, there has been (a) no material adverse change in the prospects of the LLP and (b) no significant change in the financial or trading position of the LLP.

Legal Proceedings

The 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 the LLP 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 the LLP.

Auditors

The annual financial statements of the LLP for the two most recently ended financial years have been audited without qualification by KPMG LLP of 15 Canada Square, London E14 5GL, United Kingdom, chartered accountants and registered auditors (authorised and regulated by the Financial Services Authority for designated investment business), who are members of the Institute of Chartered Accountants of England and Wales. KPMG LLP conducted its audit of the annual financial statements of the LLP for the two most recently ended financial years in accordance with International Standards on Auditing (UK) ("**ISAs (UK)**") and applicable law. ISAs (UK) is based on the International Standards on Auditing (ISAs) of the same title that have been issued by the International Auditing and Assurance Standards Board (IAASB), published by the International Federation of Accountants (IFAC), and are used with the permission of IFAC.

DESCRIPTION OF THE SELLERS

Barclays Bank PLC

Please refer to the disclosure relating to the Issuer, which is relevant to Barclays Bank PLC in its capacity as Seller under the applicable Repurchase Agreement.

Barclays Capital Securities Limited

Barclays Capital Securities Limited is a company incorporated in United Kingdom and registered in England (registered number 1929333), whose registered office is situate at 1 Churchill Place, London E14 5HP ("**BCSL**"). BCSL is a wholly owned subsidiary of Barclays Bank PLC and its ultimate parent is Barclays PLC.

The principal activities of BCSL include providing prime services and equity derivatives, cash equities, convertible bond trading and agency execution services.

BCSL was incorporated on 9 July 1985. It is regulated by the FCA and PRA in the United Kingdom and its permissions are set out in the Financial Services Register (https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000000MfF7xAAF).

Barclays Capital Inc.

Barclays Capital Inc. (sometimes referred to as "**BCI**" or, in this section, the "**Firm**") provides a full array of services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. BCI is a Connecticut corporation with a registered office in Hartford, Connecticut. The Firm is a registered securities broker-dealer with the SEC, a futures commission merchant and swap firm registered with the CFTC and municipal advisor with the SEC and the Municipal Securities Rulemaking Board. BCI is headquartered in New York, with registered domestic branch offices in Atlanta, Boston, Chicago, Dallas, Houston, Los Angeles, Menlo Park, Miami, New York, Philadelphia, San Juan, San Francisco, Seattle, Washington DC and Wells, ME.

BCI is a market-maker in all major equity and fixed income products. To facilitate its market-making activities, BCI is a member of all principal securities and commodities exchanges in the United States, as well as FINRA (the Financial Industry Regulatory Authority, formed in 2007 by the consolidation of NASD, Inc. and the member regulation, enforcement and arbitration functions of the New York Stock Exchange, Inc.), and BCI holds memberships or associate memberships on several principal international securities and commodities exchanges, including the London, Tokyo, Hong Kong, Frankfurt, Paris, Milan, Singapore and Australian stock exchanges.

BCI does not make publicly available its consolidated financial statements, and is not currently required to file its financial statements publicly with the SEC or any other Governmental Authority. BCI does prepare, on a semi-annual basis, a Statement of Financial Condition, which is a limited subset of financial information relating to it. As of the date of this Base Prospectus, the Statement of Financial Condition is currently available via BCI's website at http://www.investmentbank.barclays.com/disclosures/barclays-capital-inc-financial-reporting.html. This website URL is an inactive textual reference only and none of the information on BCI's website is incorporated by reference herein. Prospective purchasers of the Global Collateralised Medium Term Notes that wish to review the Statement of Financial Condition are cautioned that it is not, and is not intended to be, a complete set of financial statements prepared in accordance with generally accepted accounting principles in the United States; is not presented in a form that conforms to the requirement of an annual report and presents only selected financial information; was not prepared in connection with the Programme or the marketing of the Global Collateralised Medium Term Notes and therefore may not reflect all the information that a prospective purchaser of the Notes would consider important; and are reminded that the most recent Statement of Financial Condition has been prepared on a consolidated, not a standalone, basis. The Statement of Financial Condition is historical in nature, and is audited annually. Semi-annual statements are unaudited and therefore information presented therein may be subject to correction, adjustment or removal as part of the annual audit.

Finally, prospective purchasers of the Global Collateralised Medium Term Notes may review the Forms 20-F referenced in "*Information Incorporated by Reference*" above for information about the business and risks of BCI, however, any such review should be predicated on an understanding that such information includes or references companies other than BCI, including the companies of the Group.

SUMMARY OF THE TRANSACTION DOCUMENTS

*The following summaries describe certain provisions of the Programme Documents and GCMTN Series Documents (together, the "**Transaction Documents**") and do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the detailed information appearing elsewhere herein and in the Transaction Documents, copies of which may be obtained from the Administrator at the address set forth on the back cover of this Base Prospectus. When reference is made herein to particular provisions of, or terms used in, a particular Transaction Document, such reference is to the actual document. An "Index of Defined Terms" is included at the end of this Base Prospectus.*

Additional GCMTN Series Documents set forth certain of the terms applicable to Mortgage Repo Classes. See "Exhibit I—Mortgage Repo Class Transaction Documents".

The Intercompany Loan Agreement

Barclays Bank PLC, in its capacities as Issuer and Administrator, entered into an intercompany loan agreement, dated 19 November 2010 (the "**Intercompany Loan Agreement**"), with the LLP, under which the Issuer will, to the extent that it issues any notes of any Series or Class under the Programme, including the Global Collateralised Medium Term Notes, make available to the LLP a revolving loan (the "**Intercompany Loan**"). The Intercompany Loan Agreement is governed by English law. In connection with the Global Collateralised Medium Term Note Series, the Intercompany Loan will be made available in separate advances (each, an "**Advance**"), in an amount equal to 100% of the proceeds of the issuance of each Class of Global Collateralised Medium Term Notes as and when issued and sold by the Issuer from time to time.

If, at any time, it is unlawful for the Issuer to make, fund or allow to remain outstanding the Intercompany Loan (or any portion of it) made or to be made by it under the Intercompany Loan Agreement, then the Issuer will deliver to the LLP and the Administrator a legal opinion to that effect from reputable counsel, and the Issuer may require the LLP to prepay any Advance to the extent that, on any Business Day, funds are available pursuant to the applicable Transaction Documents (including, with respect to the Global Collateralised Medium Term Note Series, the Pre-Acceleration Priority of Payments and the Post-Acceleration Priority of Payments), having given not more than 60 days' and not less than 30 days' (or such shorter period as may be required by any relevant law) prior written notice to the LLP and the Administrator.

An event of default (an "**Intercompany Loan Event of Default**") will occur if and only if the LLP does not pay on the due date with respect to any Advance, or for a period of 90 Business Days after such due date, any amount payable by it under the Intercompany Loan Agreement where available receipts are available pursuant to the applicable Transaction Documents (including, with respect to the Global Collateralised Medium Term Note Series, the Pre-Acceleration Priority of Payments and the Post-Acceleration Priority of Payments) to make the relevant payment. There are no other Intercompany Loan Events of Default. The LLP (or the Administrator on its behalf) will notify the Issuer of any Intercompany Loan Event of Default promptly upon the LLP (or the Administrator, as the case may be) becoming aware of such event.

The Administration Agreement

Barclays Bank PLC (in its capacities as Issuer and Administrator) entered into an administration agreement, dated 19 November 2010 (the "**Administration Agreement**"), with the LLP. The Administration Agreement is governed by New York law.

Services of the Administrator

The Administrator agrees to, among other things: (a) if requested by the LLP, apply for ratings of the Programme and/or each Series or Class and manage ongoing surveillance of such ratings; (b) retain legal counsel for the LLP as necessary; (c) prepare, or cause to be prepared, the LLP's financial statements; (d) arrange for satisfaction of conditions precedent for each new Series or class; (e) direct the auditing staff of the LLP's independent accountants; (f) make certain calculations and determinations and give notices and instructions on behalf of the LLP; (g) maintain (or cause to be maintained) the general ledger of the LLP and proper books of account and records of all transactions of the LLP undertaken or performed by the Administrator; (h) prepare and update the offering document(s) with respect to any Series; (i) cooperate reasonably with any attempt to liquidate or deliver the

Purchased Securities owned by the LLP; (j) establish segregated collateral accounts, as needed, and appropriate bank and depositary accounts for each Series; (k) provide certain information as may be reasonably requested (and available to the Administrator) in connection with each Series; (l) prepare and distribute the class details related to each class, including the Final Terms for any Class of the Global Collateralised Medium Term Notes; (m) take such steps as may be necessary to enable the LLP to perform its duties or exercise its rights under the Transaction Documents; (n) prepare and file all registrations, reports and returns which the LLP is required by law to prepare and file; (o) procure compliance by the LLP with all applicable legal requirements and with the terms of the Transaction Documents to which the LLP is a party; (p) deliver notice to the LLP, the applicable issue and paying agent, the applicable dealers, the applicable collateral administrator and custodian and each Applicable Enforcing Party for any Series of any Issuer Event of Default (or potential Issuer Event of Default), LLP Event of Default (or potential LLP Event of Default) or Repurchase Event of Default; and (q) provide the FSA with information on the Authorised Investments comprised in the assets of the LLP (to the extent required by applicable law). The Administrator may sub-contract or delegate the performance of its duties under the Administration Agreement, but shall remain responsible for the performance thereof.

Conditions to Accession of a New Seller

One or more additional sellers may be added in respect of the Global Collateralised Medium Term Note Series, *provided that* such prospective seller has delivered to the Issuer and the LLP a seller accession letter, substantially in the form exhibited to the Administration Agreement, a new Repurchase Agreement in form and substance satisfactory to the Administrator and any other documents as are required by the LLP and/or the Administrator (each acting reasonably). The Issuer must confirm to such prospective seller its appointment as a seller.

Amendment of Programme Documents

The Administrator may at any time, without the consent or sanction of the Noteholders, consent to any action or amend or otherwise modify any of the terms of any Programme Document for any Series or Class including the Final Terms for any Class of Global Collateralised Medium Term Notes by certifying to each Applicable Enforcing Party with respect to each Series that any that such action or amendment will not adversely affect in any material respect the interests of the Noteholders. To the extent that the Administrator does not make such a certification with respect to any proposed action or amendment, the consent of each Applicable Enforcing Party with respect to each Series will be required. After any such action or amendment becomes effective, it will bind each of the parties to such agreement and each other Noteholder, whether or not notation of such action or amendment is made on any note, instrument, agreement or other document providing for the Secured Obligation of such Noteholder.

Removal or Resignation of Administrator

The Applicable Enforcing Parties for each outstanding Series may, with the consent of the LLP (unless an LLP Event of Default has occurred and is continuing), upon written notice to the Administrator, terminate the Administrator's rights and obligations immediately if any of the following events (each, an "**Administrator Termination Event**") occurs: (a) the Administrator defaults in the performance or observance of any of its covenants and material obligations under the Administration Agreement or any of the other Transaction Documents, which in the opinion of each Applicable Enforcing Party for any outstanding Series is materially prejudicial to the interests of the LLP or the noteholders of such Series from time to time, and such default continues unremedied for a period of twenty (20) Business Days after the Administrator becoming aware of such default; (b) the Administrator becomes subject to an Insolvency Event; or (c) the LLP resolves that the appointment of the Administrator should be terminated and notifies each Applicable Enforcing Party of such.

Such termination of the Administrator will not become effective until such time as the Applicable Enforcing Parties for each outstanding Series will have appointed a replacement Administrator in the manner set forth in the Administration Agreement and such appointment has been accepted. Upon termination of the appointment of Barclays Bank PLC as Administrator under the Administration Agreement, the LLP will use its reasonable efforts to appoint as soon as reasonably possible a replacement Administrator that satisfies the conditions set forth in the Administration Agreement. Neither the LLP nor any Applicable Enforcing Party for any outstanding Series will (a) have any liability to any person in the event that, having used reasonable efforts, they are unable to appoint a replacement Administrator or, (b) be required to perform any of the duties of the Administrator, notwithstanding any other provision of the Transaction Documents.

The Administrator may resign all of its appointments under the Administration Agreement at any time following the expiry of not less than 60 days' notice of resignation given by the Administrator to the LLP and each Applicable Enforcing Party for any outstanding Series without providing any reason therefor and without being responsible for any liability incurred by reason thereof unless such liability arises as a result of its own gross negligence, willful default or fraud or from any breach by the Administrator of its obligations under the Administration Agreement, (or such shorter time as may be agreed between the Administrator, the LLP and each Applicable Enforcing Party for any outstanding Series) *provided that* (a) a replacement Administrator is appointed (subject to the prior written consent of each Applicable Enforcing Party for any outstanding Series), such appointment to be effective not later than the date of such termination; (b) such replacement Administrator enters into an agreement on substantially the same terms as the relevant provisions of the Administration Agreement and any other Transaction Document to which the Administrator is a party for each outstanding Series, and the Administrator will not be released from its obligations under the relevant provisions of the Administration Agreement until such replacement Administrator has entered into such new agreement and the rights of the LLP under such agreement are pledged to the Applicable Enforcing Party for each outstanding Series; and (c) such replacement Administrator has all licenses, authorisations and qualifications required under applicable law for it to perform the services contemplated by the Administration Agreement.

Repurchase Agreements

The LLP has entered or is expected to enter into Repurchase Agreements with each of the Sellers, under which the parties will from time to time enter into one or more Repurchase Transactions. The Repurchase Agreements are governed either by (x) English law and documented on a standard TBMA/ISMA 2000 Global Master Repurchase Agreement (the "**GMRA**") with modifications on Annex 1 thereto designed to facilitate the use of the GMRA for the Global Collateralised Medium Term Notes. or (y) New York law and documented on a standard Bond Market Association September 1996 Master Repurchase Agreement (the "**MRA**") with modification on various annexes thereto designed to facilitate the use of the MRA for the Global Collateralised Medium Term Note Series.

Purchase of Eligible Securities, Repurchase Date, Price Differential

The Class Collateral for each Class will be comprised of a variety of Eligible Securities, as set forth in the related Final Terms. From time to time the LLP and a Seller will enter into Repurchase Transactions in which such Seller agrees to transfer to the LLP Eligible Securities ("**Purchased Securities**") against the transfer by the LLP of an amount equal to the purchase price for the related Repurchase Transaction (the "**Purchase Price**") to an account of such Seller, with a simultaneous agreement by such Seller to purchase (and the LLP to deliver) such Eligible Securities under Repurchase Agreements governed by the MRA or Eligible Securities equivalent to the Purchased Securities ("**Equivalent Securities**") for Repurchase Agreements governed by the GMRA from the LLP on the Repurchase Date, against the payment by such Seller of an amount equal to the sum of the Purchase Price and the accrued and unpaid Price Differential as of the Repurchase Date (the "**Repurchase Price**"). The "**Repurchase Date**" for each Repurchase Transaction is the date set forth in the applicable Confirmation, which date is intended to match the maturity date for the related Class. If a Class of Global Collateralised Medium Term Notes related to any Repurchase Transaction is subject to an Acceleration Event, the Repurchase Date of such Repurchase Transaction will be the Acceleration Date with respect to such Acceleration Event, and if such Class is subject to a put, call, extension or other modification as to its maturity in accordance with the related Final Terms, the Repurchase Date of such Repurchase Transaction will be adjusted in line with the applicable put, call, extension or other modification of the maturity date for such Class). Notwithstanding the foregoing, for any Class for which the LLP has entered into a Repurchase Transaction(s) under New York law, the maturity of the related Repurchase Transaction(s) may be shorter than the term of such Class. For each of these Classes, the LLP will continue to enter into one or more new Repurchase Transactions in order to cause the related Repurchase Transactions (in the aggregate) to generally match the economic terms of each such Class of Global Collateralised Medium Term Notes. The "**Price Differential**" with respect to any Repurchase Transaction is equal to the aggregate amount obtained by the daily application of the Pricing Rate for such Repurchase Transaction to the Purchase Price for such Repurchase Transaction for the actual number of days during the period from the later of the (i) Purchase Date and (ii) with respect to any Repurchase Transaction for which the related Class of Global Collateralised Medium Term Notes provides for the payment of interest on any Interest Payment Date prior to the Maturity Date of such Class, the date of each such Interest Payment Date (each such date, a "**Price Differential Payment Date**") to the date of calculation. The "**Pricing Rate**" is the rate set forth on the related Confirmation, and is intended to be equivalent to the discount and/or the interest rate for the related Class on each day.

Upon agreeing to enter into a Repurchase Transaction, the applicable Seller will deliver (i) to the applicable Custodian (with a copy to the Issue and Paying Agent, the Administrator and the Collateral Administrator), a Trade Instruction (which may be comprised of one or more sets of matching instructions delivered electronically or the Final Terms for the related Class) with respect to such Repurchase Transaction, and (ii) to the LLP (with a copy to the Administrator, the applicable Custodian and the Collateral Administrator) a written confirmation of such Repurchase Transaction (a "**Confirmation**") (which may be comprised of one or more sets of matching instructions delivered electronically or the Final Terms for the related Class) recording the details thereof. Each Repurchase Transaction must, together with any other Repurchase Transaction, be executed on terms that are substantially similar to the terms of the Final Terms for the related Class of Global Collateralised Medium Term Notes. Any Confirmation sent with respect to a Repurchase Transaction will be binding on the LLP unless the LLP (or the Administrator on its behalf) specifically objects, in writing, within one Business Day of the receipt thereof. If the Collateral Administrator provides the applicable Seller with written notice that it has determined that the terms of the Confirmation for any Repurchase Transaction are inconsistent with the terms of the related Class of Global Collateralised Medium Term Notes (when taken together with any other Repurchase Transaction related to such Class), the terms of such Confirmation will be amended by the Administrator to cure any inconsistency identified by the Collateral Administrator, and sent by electronic transmission to such Seller for redelivery to the LLP (with a copy to the Administrator, the relevant Custodian and the Collateral Administrator). Such Seller will agree to the amendments made by the Administrator absent manifest error by the Administrator in making such determination. If such manifest error occurs, such Seller and the Administrator will use reasonable efforts to cooperate to finalise the terms of the related Confirmation as necessary to provide for consistency between the terms of such Confirmation and the terms of the related Class of Global Collateralised Medium Term Notes. Any resubmitted Confirmation sent by the applicable Seller with respect to a Repurchase Transaction pursuant to the two preceding sentences will be binding on the LLP.

On the Purchase Date for any Transaction, the LLP (or the applicable Custodian on its behalf) will pay the applicable Seller in immediately available funds, from amounts available in accordance with the Pre-Acceleration Priority of Payment for the related Class of Global Collateralised Medium Term Notes, an amount equal to the Purchase Price for such Transaction. On the Repurchase Date for any Transaction, the Seller (or the applicable Custodian on its behalf) will pay the LLP in immediately available funds, the Repurchase Price by 10:00 a.m. (London time) on such Repurchase Date to the Series Operating Account for the Global Collateralised Medium Term Note Series. With respect to any Transaction for which the related Class of Global Collateralised Medium Term Notes provides for the payment of interest on any Interest Payment Date prior to the Maturity Date of such Class, the Seller (or the applicable Custodian on its behalf) will pay to the Series Operating Account an amount equal to the accrued and unpaid Price Differential for such Transaction not later than 10:00 a.m. (London time) on each applicable Price Differential Payment Date; *provided that* if such Transaction has a Pricing Rate that includes both an interest and a discount component, the Price Differential on the related Repurchase Date will include the related accreted discount. If the LLP pays the Seller the Purchase Price for any Repurchase Transaction related to a Class of Global Collateralised Medium Term Notes from amounts advanced to the LLP by the Issue and Paying Agent, and the issuance and purchase of such Class is not consummated pursuant to the Agency Agreement on the Purchase Date or the immediately following Business Day, the Repurchase Date for such Repurchase Transaction will be accelerated to the second Business Day following the related Purchase Date.

Margin Deficit and Margin Excess

Each GMRA provides that the Transaction Exposures, if any, will be determined by utilising the standard GMRA definition of "Transaction Exposure", and each GMRA provides that the Transaction Exposure will be calculated with respect to each Repurchase Transaction separately. The formula for Transaction Exposure includes the Repurchase Price at the time of the relevant calculation, which includes only the portion of Price Differential that has accrued but has not been paid through such day (and not the full amount of Price Differential that would accrue through the Repurchase Date). Although each applicable GMRA does not use the terms "margin deficit" or "margin excess," for purposes of the Programme, a Transaction Exposure of the LLP to the applicable Seller is a "**Margin Deficit**" and a Transaction Exposure of the applicable Seller to the LLP is a "**Margin Excess**". In determining the Transaction Exposure, any amounts not denominated in the Base Currency are converted into the Base Currency at the Spot Rate. The "**Base Currency**" is the currency in which the Purchase Price is denominated on the Confirmation, and the "**Spot Rate**" means the spot rate of exchange quoted by Barclays Bank PLC in the London inter-bank market for the sale by it of a second currency against a purchase by it of a first currency. If a party to the applicable GMRA has an unsatisfied Transaction Exposure to the other party, such party may by notice require the transfer (such transfer, a "**Margin Transfer**") of cash or Eligible Securities (such securities, "**Margin Securities**") and any securities equivalent to such Margin Securities, "**Equivalent Margin Securities**") in order to eliminate such Transaction Exposure. If notice is given of an obligation to make a Margin Transfer at

or before the 10:00 a.m. London time on any Business Day (the "**Margin Notice Deadline**"), then the party receiving such notice must make a Margin Transfer by no later than close of business in the relevant market on such Business Day. If such notice is received after the Margin Notice Deadline, the party receiving such notice must make a Margin Transfer by no later than close of business in the relevant market on the next Business Day. In addition, prior to the occurrence of a Repurchase Event of Default, the applicable Custodian will have the right to allocate Purchased Securities, Margin Securities and Equivalent Margin Securities in accordance with the applicable Custodial Agreement, and the determination of whether a Transaction Exposure exists with respect to any Transaction will occur after the Custodian has reallocated the Purchased Securities (including any Margin Securities and Equivalent Margin Securities) in accordance with the applicable Custodial Agreement. Furthermore, prior to a Repurchase Event of Default, the LLP may apply part or all of any Margin Transfer it is required to make to the applicable Seller in respect of one Transaction against part or all of any Margin Transfer the applicable Seller is required to make to the LLP in respect of another Transaction. Finally, each Seller has agreed that it may exercise its rights to make margin calls under its GMRA only where it has a Transaction Exposure that exceeds $100,000 or the Base Currency equivalent thereof converted at the Spot Rate; provided, that, with respect to Repurchase Transactions relating to Restricted Securities Collateral, the threshold amount to eliminate Transaction Exposures shall be 2.0% of the Repurchase Price. For Negative Margin Classes, the aggregated Market Value of the Class Collateral for such Class will be less than the Payment Amount owing to the related Noteholder. This shortfall between the market value of the Collateral securing such Negative Margin Class and the amounts due to the related Noteholders is intentional and its existence does not mean that any Margin Deficit, Transaction Exposure or Repurchase Event of Default exists with respect to such Negative Margin Class.

The applicable Custodian for the related Transaction in respect of any GMRA will undertake many of the practical actions connected with marking collateral, determining Transaction Exposures and effecting Margin Transfers. See "*Summary of the Transaction Documents—The Custodial Agreements.*

With respect to any MRA, the applicable Custodian will determine whether the Margin Value of any Repurchase Transaction under the applicable MRA, as of any date of determination, is less than the Purchase Price of the related Repurchase Transaction plus the accrued and unpaid Price Differential as of such date (such amount, a "**MRA Margin Deficit**") or exceeds the Purchase Price of the related Repurchase Transaction plus the accrued and unpaid Price Differential as of such date (such amount, a "**MRA Margin Excess**"). The "**Margin Value**" is obtained, as of any date of determination, by dividing the sum of the Market Value of each Purchased Security by the applicable margin percentage for such Purchased Security; *provided* that the Market Value of any Purchased Security that is not an Eligible Security will be deemed to be zero. The margin percentage for each type of Eligible Security with respect to the applicable MRA will be listed in the related Schedule of Eligible Securities and, for Negative Margin Classes may be a ratio or percentage that results in the required aggregated Market Value of the Eligible Securities to be an amount less than amounts due to the holders of the affected Notes. The applicable Seller is obligated to cure any MRA Margin Deficit that exists related to any Repurchase Transaction by transferring (or causing the transfer of) cash or additional Eligible Securities to the related Collateral Account, which assets will automatically be subject to the security interest granted by the LLP to the Collateral Agent for the benefit of the applicable US System Secured Creditors. The LLP is obligated to cure any MRA Margin Excess that exists related to any Repurchase Transaction by transferring (or causing the transfer of) Purchased Securities to the applicable Seller from the related Collateral Account or to transfer cash to the applicable Seller in accordance with the Pre-Acceleration Priority of Payments no later than the close of business in the relevant market on such day; *provided*, *however*, that, prior to a Repurchase Event of Default, neither the LLP nor the applicable Custodian will return any MRA Margin Excess with respect to any Repurchase Transaction to such Seller if an MRA Margin Deficit exists with respect to another Repurchase Transaction; such amounts instead being applied toward curing each such MRA Margin Deficit. For Negative Margin Classes, the aggregated Market Value of the Class Collateral for such Class will be less than the Payment Amount owing to the related Noteholder. This shortfall between the market value of the Collateral securing such Negative Margin Class and the amounts due to the related Noteholders is intentional and its existence does not mean that any Margin Deficit, Transaction Exposure or Repurchase Event of Default exists with respect to such Negative Margin Class.

With respect to any Repurchase Transaction in which the collateral is denominated in a currency other than the currency in which the purchase price is denominated (such currency of the purchase price, the "**MRA Base Currency**"), such amounts denominated in currencies other than the MRA Base Currency will be converted into the MRA Base Currency at the MRA Spot Rate on the date of such calculation. The "**MRA Spot Rate**" is the spot rate of exchange for such currencies as set forth in Bloomberg or, if Bloomberg is not available, the spot rate of

exchange quoted by a major money centre bank in the New York interbank market, as agreed by the Buyer and Seller, for the sale by such bank of such second currency against a purchase of it of such first currency.

Representations and Warranties of the Sellers

Pursuant to the applicable Repurchase Agreement, each Seller and the LLP have made certain representations and warranties. Such representations and warranties include, among other things, that (a) it is duly authorised to execute and deliver the applicable Repurchase Agreement, to enter into Repurchase Transactions contemplated thereunder and to perform its obligations thereunder, and has taken all necessary action to authorise such execution, delivery and performance; (b) it will engage in such Repurchase Transactions as principal (or, if agreed in writing in advance of any Repurchase Transaction by the LLP, as agent for a disclosed principal); (c) the person signing the applicable Repurchase Agreement on its behalf is duly authorised to do so on its behalf (or on behalf of any such disclosed principal); (d) it has obtained all authorisations of any governmental body required in connection with the applicable Repurchase Agreement and the Repurchase Transactions thereunder and such authorisations are in full force and effect; (e) the execution, delivery and performance of the applicable Repurchase Agreement and the Repurchase Transactions thereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected; (f) it has satisfied itself and it will continue to satisfy itself as to the tax implications of the Repurchase Transactions contemplated under the relevant Repurchase Agreement, (g) at the time of a transfer of Securities to the other party, it will have the unqualified right to make such transfer of Securities and the other party will receive all rights, title and interest in those Securities free and clear of any lien, security interest, charge, encumbrance or other adverse claim, except such as may exist in favour of the other party.

On the Purchase Date for any Repurchase Transaction or as of each such delivery, as the case may be, the applicable Seller will be deemed to repeat all the foregoing representations made by it. Such Seller further represents and warrants, with respect to each Purchased Security, Margin Security or New Purchased Security, that: (a) information set forth in the Confirmation relating to the sale of such Purchased Security, Margin Security or New Purchased Security is true and correct in all material respects; and (b) such Purchased Security, Margin Security or New Purchased Security is an Eligible Security for the related Repurchase Transaction.

Repurchase Events of Default

If a Repurchase Event of Default (as described in "*Summary of Terms—Summary of the Global Collateralised Medium Term Note Series—Repurchase Events of Default*" above) occurs and is continuing, the Repurchase Date for each Repurchase Transaction under the applicable Repurchase Agreement will be deemed immediately to occur. As the rights of the LLP have been secured to the Applicable Enforcing Party for the benefit of the related Secured Creditors pursuant to the applicable Security Agreement, the Applicable Enforcing Party will exercise any rights of the LLP as the non-defaulting party. In addition, the resulting rights and obligations of the applicable Seller and the LLP will be determined separately for each outstanding Repurchase Transaction under the applicable Repurchase Agreement, and such obligations may only be netted against each other to the extent that more than one such Repurchase Transaction relates to a single Class of Global Collateralised Medium Term Notes or Classes in a Shared Collateral Class Group. The "**Default Market Values**" (determined using the standard GMRA definition therefor, and the applicable standard GMRA remedial rights) of the Equivalent Securities and any Equivalent Margin Securities to be transferred, the amount of any Cash Margin to be transferred and the Repurchase Prices to be paid by each party under the applicable GMRA will be established by the non-defaulting Party for all related Repurchase Transactions as at the Repurchase Date. On the basis of the sums so established, an account will be taken (as at the Repurchase Date) of what is due from each party to the other under the related GMRA (on the basis that each party's claim against the other in respect of the transfer to it of Equivalent Securities or Equivalent Margin Securities under such GMRA equals the Default Market Value therefor and including applicable indemnification amounts) and the sums due from one party will be set off against the sums due from the other and only the balance of the account will be payable (by the party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be due and payable on the next following Business Day; provided that, sums due with respect to a Repurchase Transaction may only be set off against sums due with respect to another Repurchase Transaction to the extent those Repurchase Transactions relate to a single Class of Global Collateralised Medium Term Note Series or Classes in a Shared Collateral Class Group. For purposes of this calculation, all sums not denominated in the Base Currency will be converted into the Base Currency at the Spot Rate.

The defaulting party will be liable to the non-defaulting party for the amount of all reasonable legal or other professional expenses incurred by the non-defaulting party in connection with or as a result of a Repurchase Event of Default, and interest on any amounts owing by the defaulting party under the applicable GMRA.

If the defaulting party under a Repurchase Event of Default is a Seller other than Barclays Bank PLC or BCSL, the LLP's right to accelerate is limited during the Election Period, in order to allow the Issuer to make an Issuer Collateral Posting Election. If the Issuer makes the Issuer Collateral Posting Election pursuant to the Credit Support Deed, the non-defaulting party will be deemed to have exercised the option to declare a Repurchase Event of Default, and the Repurchase Date for each Repurchase Transaction under the applicable GMRA will, if it has not already occurred, be deemed immediately to occur. Pursuant to the relevant Custodial Agreement, the relevant Custodian will determine the Margin Amount for each Repurchase Transaction. The applicable Custodian (on behalf of the LLP) will return Cash Margin or Purchased Securities in an amount equal to any positive Margin Amount for each Repurchase Transaction in accordance with the relevant Custodial Agreement, upon the Issuer's delivery of the initial posting under the related Credit Support Deed. See "*Summary of the Transaction Documents—The Credit Support Deed*".

The failure of a Seller to make any payment or delivery in respect of any Repurchase Transaction will not be a Repurchase Event of Default if such failure arises solely by reason of an error or omission of an administrative or operational nature made by the Seller or the applicable Custodian, unless (i) such failure continues for more than one Business Day after notice of such failure is given to the applicable Seller (unless, in the case of a delivery of Securities or other property, the Seller pays Cash Margin to the LLP in an amount at least equal to the Transaction Exposure in respect of such Transaction), (ii) with respect to payments of Repurchase Price or deliveries of Purchased Securities, the related Class of the Global Collateralised Medium Term Note Series having a Maturity Date on the related Repurchase Date was paid its principal amount outstanding and accrued and unpaid interest on the Maturity Date, and (iii) funds, securities or property (assuming the timely delivery of securities or other property required to be delivered to such Seller for settlement on or prior to the related date for payment or delivery under and with respect to such Repurchase Transaction) were available to such Seller to enable it to make the relevant payment or delivery when due (or with respect to the LLP and the payment of the Purchase Price, would have been available except for a delay in receipt of the issuance proceeds from the related Class of Global Collateralised Medium Term Note Series).

If a Repurchase Event of Default (as described in "*Summary of Terms—Summary of the Global Collateralised Medium Term Notes—Repurchase Events of Default*" above) occurs, all of the Repurchase Transactions under the MRA will, at the non-defaulting party's option (which option will be deemed to have been exercised immediately upon the occurrence of an Insolvency Event), be accelerated. The non-defaulting party may then either: (a) where the non-defaulting party is the LLP, (i) require that the applicable Seller immediately repurchase the Purchased Securities at the previously determined Repurchase Price; (ii) where the non-defaulting party is the LLP, sell the Purchased Securities to one or more third parties on the applicable markets, and apply the proceeds to the aggregate unpaid Repurchase Price and any other amounts owing by the applicable Seller; and (iii) where the non-defaulting party is the LLP, give the applicable Seller credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognised source or the most recent closing bid quotation from such a source, against the unpaid Repurchase Price of the related Repurchase Transaction and any other amounts owing by the applicable Seller under the MRA with respect to such Repurchase Transaction; and (b) where the defaulting party is the LLP, (i) immediately purchase, in a recognised market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("**Replacement Securities**") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required under the MRA or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognised source or the most recent closing offer quotation from such a source, and in each case such price will reduce the Repurchase Price of the related Repurchase Transaction and any other amounts owing by the defaulting party under the MRA with respect to such Repurchase Transaction and, if applicable, be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under the MRA; *provided*, *however*, that the LLP will make such payments solely to the extent it has funds available with respect to such Class in accordance with the Post-Acceleration Priority of Payments. If the proceeds received by the LLP and the amounts retained in relation to (a) above exceed the aggregate Repurchase Price and other amounts due and payable by the applicable Seller to the LLP, the LLP will pay such excess to the applicable Seller in accordance with the Post-Acceleration Priority of Payments.

As the rights of the LLP have been pledged to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, the Collateral Agent will, in accordance with the terms of the Security Agreement, exercise the rights of the LLP as non-defaulting party under the MRA. In addition, as the parties have structured each Repurchase Transaction under the MRA to be separate and distinct obligations between the applicable Seller and the LLP and as the LLP has pledged its rights in the Purchased Securities to the Collateral Agent for the benefit of the related Secured Creditors, if the non-defaulting party exercises or is deemed to have exercised the option to declare a Repurchase Event of Default, the resulting rights and obligations of the applicable Seller and the LLP will be determined separately for each outstanding Repurchase Transaction and such obligations may only be netted against each other to the extent that more than one Repurchase Transaction relates to a single Class of Notes.

Upon a Repurchase Event of Default where the applicable Seller is the defaulting party, the applicable Seller will be liable to the LLP for (i) the amount of all reasonable legal or other expenses incurred by the LLP in connection with or as a result of a Repurchase Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of a Repurchase Event of Default, (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of a Repurchase Event of Default in respect of a Repurchase Transaction, and (iv) interest on any amounts owing by the applicable Seller under the MRA.

If a Repurchase Event of Default occurs with the applicable Seller as the defaulting party and provided no Acceleration Event has occurred, the non-defaulting party may not make any election to declare a Repurchase Event of Default or pursue any remedies under the MRA during the Election Period triggered by such Repurchase Event of Default. If the Issuer makes the Issuer Collateral Posting Election pursuant to the Credit Support Deed, the non-defaulting party will be deemed to have exercised the option to declare a Repurchase Event of Default, and the Repurchase Date for each Repurchase Transaction under the MRA will, if it has not already occurred, be deemed immediately to occur. Pursuant to the Collateral Administration Agreement, the Collateral Administrator will (or will cause the Custodian to) determine the Margin Amount, if any, for each Repurchase Transaction under such Repurchase Agreement and report such amount to the Issuer and the Administrator. For each Repurchase Transaction for which there is Margin Amount, the Custodian (on behalf of the LLP) will pay or return Purchased Securities in an amount equal to such Margin Amount for each Repurchase Transaction in accordance with the relevant Custodial Agreement, upon the Issuer's delivery of the initial posting under the Credit Support Deed.

The failure of the applicable Seller to make any payment or delivery referred to in the MRA in respect of any Repurchase Transaction will not be a Repurchase Event of Default if such failure arises solely by reason of an error or omission of an administrative or operational nature made by the applicable Seller or the Custodian, subject to the satisfaction of certain conditions.

Other provisions

A Repurchase Transaction may at any time between the Purchase Date and the Repurchase Date be varied by the transfer by the Buyer to the applicable Seller of Securities equivalent to the Purchased Securities, or to such Purchased Securities as shall be agreed, in exchange for the transfer by the applicable Seller to the Buyer of other Eligible Securities having a Market Value at the date of the variation at least equal to the Market Value of the Equivalent Securities ("**New Purchased Securities**") having a Market Value at the date of the variation at least equal to the Market Value of the Equivalent Securities transferred; provided that, such variation does not cause a Transaction Exposure of Buyer to the applicable Seller.

The applicable Seller will be entitled to receive from the LLP an amount, with respect to any Purchased Securities (including Margin Securities) at any time, equal to all interest, dividends or other distributions thereon, including distributions which are a payment or repayment of principal in respect of the relevant securities ("**Income**") paid or distributed on or in respect of such securities. The LLP (or the applicable Custodian on its behalf) will, on the date such Income is paid or distributed, transfer to or credit to the account of such Seller such Income with respect to any Purchased Securities (including Margin Securities). Neither the LLP nor such Custodian will be obligated to take any action pursuant to the preceding sentence (i) to the extent that such action would result in the creation of a Transaction Exposure with respect to the related Repurchase Transaction, unless prior thereto or simultaneously therewith the applicable Seller transfers to the LLP cash or Margin Securities sufficient to eliminate such Transaction Exposure, or (ii) if a Repurchase Event of Default with respect to such Seller has occurred as of the time such Income is paid or distributed.

Repurchase Transactions relating to mortgage loans repurchased in connection with Mortgage Repo Classes are subject to separate terms and provisions described in Exhibit I to this Base Prospectus. *See* "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Repurchase Agreements*".

ISDA 2018 US Resolution Stay Protocol

The LLP and each of the Sellers have adhered to the ISDA 2018 US Resolution Stay Protocol (the "**US Stay Protocol**"). The US Stay Protocol was created to allow market participants to comply with regulations issued by the Board of Governors of the Federal Reserve System ("**FRB**") (12 C.F.R. §§ 252.2, 252.81-88), the US Federal Deposit Insurance Corporation ("**FDIC**") (12 C.F.R. §§ 382.1-7) and the US Office of the Comptroller of the Currency ("**OCC**") (12 C.F.R. §§ 47.1-8) ("**US Stay Regulations**"). The US Stay Regulations impose requirements on the terms of swaps, repos and other qualified financial contracts ("**QFCs**") of global systemically important banking organizations ("**G-SIBs**").

The US Stay Protocol enables Entities Subject to US Regulations (as defined below) and their counterparties to amend the terms of the covered QFCs between them (unless they are excluded or exempted) to expressly recognize existing limits on the exercise of default rights by counterparties under the Orderly Liquidation Authority provisions of Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**OLA**") and the Federal Deposit Insurance Act ("**FDI Act**") as well as the powers of the FDIC under OLA and the FDI Act to transfer contracts; and limit the ability of counterparties to exercise default rights related, directly or indirectly, to affiliates of Entities Subject to US Regulations entering into insolvency proceedings (including under the US Bankruptcy Code) and permit the transfer of related credit support provided by a covered affiliate in such a resolution scenario.

Regulated entities under the ISDA US Stay Protocol are those entities that either are subject to the US Stay Regulations or, in the case of foreign banking organizations, have a US branch or agency that is subject to the US Stay Regulations and, in both cases, identify themselves as a regulated entity in their adherence letter. Entities that are subject to the US Stay Regulations are "**Covered Entities**" as defined in the regulations issued by the FRB (12 C.F.R. §§ 252.2, 252.81-88), "**Covered FSIs**" as defined in the regulations issued by the FDIC (12 C.F.R. §§ 382.1-7) and "Covered Banks" as defined in the regulations issued by the OCC (12 C.F.R. §§ 47.1-8) (collectively, "**Entities Subject to US Regulations**"). Regulated Entities under the ISDA US Stay Protocol generally include members of banking groups that have been designated as G-SIBs under the FRB's Regulation YY.

Custodial Agreements

Each Custodial Agreement that will be entered into with respect to the Collateralised Medium Term Note Series will be comprised of either (a) a tri-party agreement between the applicable Seller, the Buyer and the applicable Custodian or (b) a set of two related agreements: one between the applicable Seller (as collateral provider or collateral giver) and the applicable Custodian, and one between the LLP (as collateral receiver) and the Custodian. With respect to JPMorgan Chase Bank, N.A., as Custodian, the LLP and the Custodian entered into (i) a tri-party, custodial undertaking with BCI, as Seller dated on or about the First Amendment Closing Date, in connection with the BCI MRA and (ii) a tri-party, custodial undertaking with Barclays, as Seller dated as of the First Amendment Closing Date, in connection with the Barclays MRA (each, a "**Custodial Arrangement**"), in connection with the Programme. With respect to J.P. Morgan SE – Luxembourg Branch (formerly known as, J.P. Morgan Bank Luxembourg S.A.), as Custodian, the Bank executed a collateral management service agreement, dated 12 November 2018, as collateral giver, and the LLP executed a collateral management service agreement dated on or about 18 September 2019, as collateral receiver, each as further amended on or about 24 June 2022 to facilitate the custody of Restricted Securities Collateral (collectively, the "**JPM CMSA**"). With respect to Clearstream, Luxembourg, as Custodian, the Bank executed a collateral management service agreement, dated 6 November 2006, as collateral giver, as amended by the Undertaking and Side Agreement dated as of 4 June 2013 and the LLP executed a collateral management service agreement dated as of the Series Closing Date, as collateral receiver as amended by the Amendment and Restatement to the Undertaking and Side Agreement dated as of 4 June 2013 (collectively, the "**CMSA**"). The Bank of New York Mellon, as Custodian, executed (a) a Collateral Management Master Agreement, dated as of 19 April 2007, with BCSL as collateral provider, (b) a Collateral Management Master Agreement, dated as of 19 April 2007, with the Bank as collateral provider, and (c) a Collateral Management Master Agreement, dated as of 4 June 2013, with the LLP as collateral receiver, each as supplemented and otherwise amended by the side letter, dated as of 4 June 2013, between the Bank, BCSL, The Bank of New York Mellon and the LLP (collectively, the "**CMMA**"). Additionally, The Bank of New York

Mellon, as Custodian, executed (a) a Custodial Undertaking, dated as of 19 November 2010, as amended and restated on 21 October 2011, with BCI as a seller and the LLP as buyer, and (b) a Custodial Undertaking, dated on or about the First Amendment Closing Date, with the Bank as a seller and the LLP as buyer (each, a "**Custodial Undertaking**; and together with each Custodial Undertaking, each Custodial Arrangement, the JPM CMSA, the CMSA and the CMMA, the "**Custodial Agreements**" and each a "**Custodial Agreement**"). Additional Custodial Agreements may be executed in the future in connection with the Global Collateralised Medium Term Note Series, or another Series. The Custodial Agreements may be governed by laws of various jurisdictions, including England and Wales, Luxembourg and New York. Each Custodial Agreement is generally in the standard form utilised by the applicable Custodian in respect of its triparty repurchase business.

Each Custodian's responsibilities generally include, among other things: (a) maintaining an account for cash and securities for the benefit of the applicable Seller (collectively and with respect to such Seller, such Seller's account) and following only such Seller's instructions with respect such Seller's account; (b) maintaining an account for cash and securities for the benefit of the LLP in one or more Collateral Accounts, and following the LLP's instructions (or the instructions of the Administrator, Collateral Administrator or Applicable Enforcing Party on behalf of the LLP) with respect to the Buyer's account; (c) on each Business Day, with respect to each applicable Repurchase Transaction, determining the then Margin Value of all Purchased Securities held in the Buyer's account in respect such Repurchase Transaction; (d) upon receipt of the applicable Seller's instructions with respect to specific Repurchase Transactions, transferring or directing transfer of amounts and Purchased Securities between the Buyer's account and such Seller's account; and (e) crediting to the applicable Seller's account all Income received by such Custodian, except in the event such Custodian receives a notice of a Repurchase Event of Default, in which event such amounts will be credited to the Buyer's account. The terms "Seller's account" and "Buyer's account" are not used in the Custodial Agreements, and are used here as generic descriptors because the defined terms in the actual Custodial Agreements are not consistent with each other.

The Buyer's account, although generally expressed as a single account in the related Custodial Agreements, may be comprised of multiple accounts established by the related Custodian, each such account constituting the Collateral Account for the related Repurchase Transaction and Class of Global Collateralised Medium Term Notes. In the case of The Bank of New York Mellon as Custodian, separate, segregated accounts are expected to be created in order to establish each Collateral Account for which it is the Custodian. In the case of Clearstream, Luxembourg, as Custodian, the Buyer's account will be maintained as a single account and the segregation of the Class Collateral will be achieved by Clearstream, Luxembourg, maintaining books and records that reflect the allocation of assets to each applicable Repurchase Transaction to which a Class is related, similar to the manner in which sub accounts are customarily established and maintained.

The Custodial Agreement with Clearstream, Luxembourg is supplemented by a Transaction Bank Relationship Management Agreement, dated as of the Series Closing Date, and the related letter agreement, dated 4 June 2013 (collectively, the "**Transaction Bank Agreement**"), among Clearstream Banking, société anonyme, the LLP, and The Bank of New York Mellon. Under the Transaction Bank Agreement, Clearstream Banking, société anonyme, will maintain a cash account (the "**TB Source Account**") in which it holds only assets entrusted to The Bank of New York Mellon as custodian (the "**Transaction Bank**") for the LLP. The relationship between The Bank of New York Mellon (London Branch) and the LLP with respect to the TB Source Account is governed by a Custody Agreement (the "**Custody Agreement**"), between The Bank of New York Mellon (London Branch), as custodian, the LLP, as security provider, and The Bank of New York Mellon, as security trustee, dated the Series Closing Date. Under the Custody Agreement, The Bank of New York Mellon (London Branch) is appointed by the LLP as custodian of the cash deposited with it by the LLP, agrees to maintain a cash account, on behalf of the LLP, and held in accordance with the Transaction Bank Agreement and agrees to make transfers of cash and securities pursuant to instructions received by the LLP or an authorised person. Any time after an Acceleration Event, the Transaction Bank shall act only at the direction of The Bank of New York Mellon, as security trustee.

For the execution of each Repurchase Transaction, the applicable Seller or the Administrator on behalf of the Seller will deliver to the applicable Custodian (with a copy to the Administrator) an electronic instruction, substantially in the form of an exhibit to the applicable Repurchase Agreement, in connection with such Repurchase Transaction (the "**Trade Instruction**"). Unless specified to the contrary in the Trade Instruction for any Repurchase Transaction, such Seller will, by delivery thereof, instruct such Custodian, pursuant to the applicable Custodial Agreement, to identify Eligible Securities in such Seller's account to be transferred to the Buyer's account for purposes of such Repurchase Transaction. Under the Custodial Agreements, the electronic instructions from Seller must be confirmed by matching instructions from the LLP. With respect to Clearstream Banking, société anonyme, as Custodian, if it determines that there are any material discrepancies between the instructions sent by the applicable Seller and the LLP, it will give notice of such discrepancy to such Seller and

the LLP and will not effect the proposed Repurchase Transaction pending receipt of matching instructions. With respect to The Bank of New York Mellon as Custodian, if either the applicable Seller or the LLP, respectively, does not have sufficient available Eligible Securities or cash in its account, the Custodian will notify such Seller and the LLP and await the receipt of the requisite cash or Eligible Securities. If sufficient cash or Eligible Securities are not available by the applicable clearing deadline, the Custodian will settle as follows: if the Buyer's account has insufficient cash to meet the applicable Purchase Price, the available cash will be deemed to be the Purchase Price, the amount of Eligible Securities to be debited from the Seller's account will be reduced accordingly, the remaining terms of the Repurchase Transaction will be determined in accordance with the Trade Instruction, and the Seller and the LLP will provide the Custodian with further matching instructions for a recalculated Purchase Price for such Repurchase Transaction. If the Seller has insufficient available Eligible Securities, the Custodian will transfer cash in an amount equal to the aggregate Margin Value of such Eligible Securities, and the difference between the amount credited to the Buyer's account and the Purchase Price will be held in the Buyer's account and designated as cash held in substitution for Eligible Collateral.

The Custodians will also process requests for substitutions, and deliver notices regarding Margin Deficits and Margin Excesses, if any, following their daily valuation of the Purchased Securities held by them respectively under their Custodial Agreement. The Custodial Agreements do not specify the exact methodology or pricing services to be used by each Custodian in valuing securities, and accordingly each Custodian is expected to use, in respect of the Programme, the same methodologies and processes as are used by them in their triparty custodial business generally.

Custodial arrangements relating to mortgage loans repurchased in connection with Mortgage Repo Classes are subject to separate terms and provisions described in Exhibit I to this Base Prospectus. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial*".

The Collateral Administration Agreement

Barclays Bank PLC (in its capacities as Issuer and Administrator) has entered into a collateral administration agreement, dated the Series Closing Date, as amended and restated on the First Amendment Closing Date and as may be further amended on the Second Amendment Closing Date, as the same may be further amended, modified, extended or renewed from time to time (the "**Collateral Administration Agreement**"), with The Bank of New York Mellon (acting through its London Branch), as the Collateral Administrator, and the LLP.

Pursuant to the terms of the Collateral Administration Agreement, the Collateral Administrator agrees to take any and all action, whether in conjunction with each applicable Custodian or otherwise, to: (i) administer the acquisition and administration of Purchased Securities and other investments on behalf of the LLP under each applicable Repurchase Agreement, (ii) administer the allocation of Purchased Securities to each Class of the Global Collateralised Medium Term Notes, (iii) maintain records for each Class of the Global Collateralised Medium Term Notes, (iv) administer the Pre-Acceleration Priority of Payments for each Class of Global Collateralised Medium Term Notes on behalf of the LLP, (v) provide certain other administration and management services to the LLP with respect to the Global Collateralised Medium Term Notes on terms and subject to the conditions contained in the Collateral Administration Agreement and (vi) exercise its respective rights, powers and discretions, and deliver any instructions or notices or provide any services necessary to enable to the LLP to perform its duties under and in relation to each applicable Custodial Agreement, each applicable Repurchase Agreement and the other Transaction Documents related to the Global Collateralised Medium Term Notes.

Certain of the obligations of the Collateral Administrator may be performed by the applicable Custodian in accordance with the terms of the applicable Custodial Agreement.

Allocation of Class Collateral

The Collateral Administrator, on a daily basis, will provide any instructions to each applicable Custodian on behalf of the LLP as may be necessary for such Custodian to allocate the Purchased Securities transferred under each applicable Repurchase Transaction to a related Class of the Global Collateralised Medium Term Notes, and to deposit such Purchased Securities into the Collateral Account established for such Class pursuant to the Security Agreement. Such Collateral Account may be segregated for each Class for each Repurchase Transaction related to such Class for which the related Collateral is held with the relevant Custodian or be a single Collateral Account for all Repurchase Transactions related to the Global Collateralised Medium Term Notes for which related

Collateral is held with the relevant Custodian, so long as such Custodian maintains separate books and records for each such applicable Class. The Collateral Administrator will provide any instructions to each applicable Custodian on behalf of the LLP as may be necessary for each such Custodian to allocate Purchased Securities to the Collateral Account related to any Class in accordance with the Final Terms for such Class and in a manner such that no Margin Deficit shall remain unsatisfied in accordance with the terms of the related Repurchase Agreement. To the extent that such Custodian has specified an allocation pursuant to instructions given pursuant to such Custodial Agreement, and such allocation is consistent with the preceding sentence, the Collateral Administrator will adopt and provide any instructions to the applicable Custodian on behalf of the LLP as may be necessary for such Custodian to implement such allocation.

To the extent that there is a Margin Deficit or Margin Excess with respect to any Repurchase Transaction and no Repurchase Event of Default has occurred, the Collateral Administrator will provide any instructions to the applicable Custodian on behalf of the LLP as may be necessary for such Custodian to effect a Margin Transfer into or out of, as applicable, the Collateral Account for the Class related to such Repurchase Transaction in order to eliminate the Margin Deficit or Margin Excess for such Repurchase Transaction. In addition, following the occurrence of an Issuer Collateral Posting Election (if applicable) and the distribution of cash and Purchased Securities in the amount of any Margin Amount to the applicable Seller as described under "*Summary of the Transaction Documents—The Credit Support Deed*", the Collateral Administrator will thereafter calculate any Margin Deficit or Margin Excess for each Repurchase Transaction on each Business Day.

In the event that insufficient Eligible Securities are available to the applicable Custodian to effect one or more Repurchase Transactions using the funds available to the LLP, the Collateral Administrator, at the written direction of the Administrator, will purchase overnight money market funds having ratings from no less than two Rating Agencies in one of the top three ratings categories (including, but not limited to, any such investment for which the Collateral Administrator or any of its affiliates serves as investment manager or advisor) ("**Authorised Investments**") using funds on deposit in the Series Operating Account for the Global Collateralised Medium Term Note Series and direct that all such Authorised Investments are credited to the Collateral Account related to the Class to which such funds relate; *provided*, *however*, that if the Collateral Administrator is not reasonably able to purchase such Authorised Investments or has not received proper instructions from the Administrator, the Collateral Administrator will direct that such funds are deposited in the Collateral Account related to such Class and held uninvested therein.

The Collateral Administrator will direct that each Custodian maintains accounts and records for the Purchased Securities and other assets on deposit in each Collateral Account. The Collateral will at all times remain the property of the LLP, subject only to the extent of the security interest and rights therein of the Applicable Enforcing Party pursuant to the related Security Agreement. The Collateral Administrator will direct that the Custodians jointly receive and hold in the Collateral Accounts related to the Global Collateralised Medium Term Note Series, all Purchased Securities segregated and maintained therein pursuant to the terms of the applicable Custodial Agreement and the Collateral Administration Agreement.

Conditions to Entering Into a Repurchase Transaction

In no event will the Collateral Administrator knowingly cause (or, to the extent it is within its control, permit any Custodian to cause) the LLP to acquire any Purchased Security under any proposed Repurchase Transaction under any Repurchase Agreement on any day if: (a) the acquisition of such Purchased Security would cause the Global Collateralised Medium Term Notes issued with respect thereto to become subject to a requirement to make a public offering thereof under any applicable securities laws; (b) such Purchased Security is not an Eligible Security pursuant to the applicable Repurchase Transaction on such day; (c) an Issuer Event of Default (or potential Issuer Event of Default) has been declared or deemed declared and is continuing; (d) an LLP Event of Default (or potential LLP Event of Default) has been declared or deemed declared and is continuing with respect to the Global Collateralised Medium Term Note Series; (e) a Repurchase Event of Default has occurred under such Repurchase Agreement; (f) after giving effect to the LLP's purchase of the related Purchased Securities and the payment of all or any portion of the related Purchase Price to the applicable Seller pursuant to the applicable Repurchase Agreement, a Margin Deficit exists on such day under the related Repurchase Transaction that has not been cured; (g) the LLP does not have sufficient funds available (after giving effect to all payments expected to be received on such date) to pay the portion of the applicable Purchase Price therefor required to be paid to the applicable Seller on such day, pursuant to the applicable Repurchase Agreement; (h) to the extent such Purchased Securities constitute Restricted Securities Collateral, the acquisition of such Purchased Security would violate any Restricted

Securities Collateral Protocol applicable thereto; or (i) any other condition set forth in such Repurchase Agreement is not satisfied.

Reports

On each Business Day, the Collateral Administrator, using information provided by the applicable Custodian, will prepare and deliver or make available (via a password protected internet website or otherwise) to each of the holders of such Class a report (the "**Daily Noteholder Allocation Report**") setting forth certain information with respect to the Class Collateral related to such Class (in each case as of the close of business on the immediately preceding Business Day), including but not limited to the credit rating (to the extent applicable), maturity, coupon rate, notional value and market value of the Purchased Securities related thereto. The actual form of the Daily Noteholder Allocation Report may change from time to time.

Collateral Accounts

The Collateral Administrator will direct that the following amounts (collectively, the "**Available Receipts**" with respect to such Class) are deposited into the Collateral Account for the applicable Class of the Global Collateralised Medium Term Note Series: (a) any amounts from the applicable Seller to be payable to the LLP pursuant to the terms of the related Repurchase Transaction, including, following a Repurchase Event of Default, all income received with respect to the related Purchased Securities; (b) the Advances under the Intercompany Loan in connection with the issuance of Global Collateralised Medium Term Notes of the related Class of the Global Collateralised Medium Term Note Series; (c) any Authorised Investments acquired by the Collateral Administrator on behalf of the LLP pursuant to the Collateral Administration Agreement; (d) in accordance with the Security Agreement, following a Repurchase Event of Default and related Issuer Collateral Posting Election pursuant to the relevant Credit Support Deed (if any), any posted securities delivered by the Issuer with respect to such Class thereunder; and (e) any other amounts whatsoever received by or on behalf of the LLP with respect to such Class. Such Collateral Account may be a segregated account for the applicable Class or be a single Collateral Account for all Repurchase Transactions related to the Global Collateralised Medium Term Notes for which related Collateral is held with the relevant Custodian, so long as such Custodian maintains separate books and records for each such applicable Class. Each of the deposits into any of the Collateral Accounts related to the Global Collateralised Medium Term Note Series will be made promptly upon receipt by the LLP, the applicable Custodian or the Collateral Administrator, as the case may be, of the amount or property in question.

Pre-Acceleration Priority of Payments

On each Business Day prior to the occurrence of an Acceleration Event with respect to a given Class, the Collateral Administrator will apply (or will direct the applicable Custodian to apply) all Available Receipts related to such Class, to make the following payments with respect to such Class in the following order of priority (the "**Pre-Acceleration Priority of Payments**" with respect to such Class) (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) *first*, any amounts due and payable by the LLP with respect to such Class under the LLP Undertaking related to the Global Collateralised Medium Term Note Series to the extent not already paid, including but not limited to the interest, if any, with respect to such Class when due and payable in accordance with the terms of such Class (for the avoidance of doubt, the amounts owed by the LLP to the Issuer under the Intercompany Loan will be reduced *pro tanto* by any amounts paid or provided for by the LLP with respect to such Class under the terms of the LLP Undertaking related to the Global Collateralised Medium Term Note Series);

(b) *second*, in or towards payment, to or at the direction of the Issuer, of any amounts due or to become due and payable, if any, under the Intercompany Loan with respect to the Advance related to such Class of the Global Collateralised Medium Term Notes;

(c) *third*, to the applicable Seller any amounts due and payable by the LLP to such Seller with respect to any Repurchase Transaction related to such Class of the Global Collateralised Medium Term Notes; and

(d) *fourth*, to the LLP Master Account, to be applied on the next succeeding Business Day in accordance with the LLP Deed;

provided, however, that no Available Receipts will be paid from the Collateral Account for such Class pursuant to clauses (b) through (d) above until such Class has been repaid in full. In addition, the Collateral Administrator may make (or may direct the applicable Custodian to make) withdrawals from the Collateral Accounts to correct certain unintentional overpayments, or to refund rejected payments.

Removal or Resignation of Collateral Administrator

The Administrator may, upon written notice to the Collateral Administrator, terminate the Collateral Administrator's rights and obligations immediately if any of the following events (each, a "**Collateral Administrator Termination Event**") occurs: (a) the Collateral Administrator fails to pay any amount due and payable by it or in the performance of its obligations with respect to payments or cash management and such failure is not remedied for a period of two (2) Business Days after the Collateral Administrator becoming aware of such default; (b) the Collateral Administrator defaults in the performance or observance of any of its other covenants and material obligations under the Collateral Administration Agreement or any of the other Transaction Documents, which in the opinion of the Administrator (acting on behalf of the LLP) is materially prejudicial to the interests of the LLP or the Noteholders of the Global Collateralised Medium Term Note Series from time to time, and such default continues unremedied for a period of twenty (20) Business Days after the Collateral Administrator becoming aware of such default; (c) the Collateral Administrator becomes subject to an Insolvency Event; or (d) the LLP (or the Administrator) resolves that the appointment of the Collateral Administrator should be terminated. For purposes of the foregoing, "**Insolvency Event**" means, with respect to any person (i) such person is unable or admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts; or (ii) the value of the assets of such person is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; or (iii) a moratorium is declared with respect to any indebtedness of such person; or (iv) a standalone moratorium is put in place; or (v) the commencement of negotiations with one or more creditors of such person with a view to rescheduling any indebtedness of such person; or (vi) any corporate action, legal proceedings or other procedure or step is taken in relation to (1) the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official in relation to such person or in relation to the whole or any part of the undertaking or assets of such person; or (2) an encumbrancer (excluding, in relation to the Applicable Enforcing Party for any Series) taking possession of all or substantially all of the undertaking or assets of such person; or (3) the making of an arrangement, composition, or compromise, (whether by way of voluntary arrangement, scheme of arrangement, restructuring plan or otherwise) with any creditor of such person, a reorganisation of such person, a conveyance to or assignment for the creditors of such person generally or the making of an application to a court of competent jurisdiction for protection from the creditors of such person generally; or (4) any distress, execution, attachment or other process being levied or enforced or imposed upon or against all or substantially all of the undertaking or assets of such person (excluding, in relation to the Issuer, by any receiver); or (vi) such person is not Solvent; or (vii) any procedure or step is taken, or any event occurs, analogous to those set forth in (i) to (vi) of this definition, in any jurisdiction;

Such termination of the Collateral Administrator will not become effective until such time as the LLP will have appointed a replacement Collateral Administrator in the manner set forth in the Collateral Administration Agreement and such appointment has been accepted. Upon termination of the appointment of the Collateral Administrator as collateral administrator under the Collateral Administration Agreement, the Administrator will use its reasonable efforts to appoint as soon as reasonably possible a replacement collateral administrator that satisfies the conditions set forth below. The Collateral Administrator may resign all of its appointments under the Collateral Administration Agreement at any time following the expiry of not less than 60 days' notice of resignation given by the Collateral Administrator to the LLP, the Administrator and the Applicable Enforcing Party without providing any reason therefor and without being responsible for any liability incurred by reason thereof unless such liability arises as a result of its own gross negligence, willful default or fraud (or such shorter time as may be agreed between the Collateral Administrator, the LLP and the Administrator) *provided* that: (a) a replacement collateral administrator has been appointed (subject to the prior written consent of the Administrator), such appointment to be effective not later than the date of such termination; (b) such replacement collateral administrator enters into an agreement on substantially the same terms as the relevant provisions of the Collateral Administration Agreement, and the Collateral Administrator is not released from its obligations under the relevant provisions of the Collateral Administration Agreement until such replacement collateral administrator has entered into such new agreement and the rights of the LLP under such agreement are pledged in favour of the Applicable Enforcing Party on terms satisfactory to the Applicable Enforcing Party; (c) such replacement collateral administrator has all licenses, authorisations and qualifications required under applicable law for it to perform the services contemplated by the Collateral Administration Agreement; and (d) if no replacement collateral administrator shall have been so appointed and have accepted appointment within 30 days after the giving of such

notice of resignation, the Collateral Administrator may petition any court of competent jurisdiction for the appointment of a replacement.

In addition, The Bank of New York Mellon (London Branch) has the right to resign as Collateral Administrator, without regard to any notice requirement set forth in the Collateral Administration Agreement but subject to the appointment of a successor Collateral Administrator and the satisfaction of certain other conditions, if its appointment as a Custodian is terminated.

Amendment of GCMTN Series Documents

Subject to the below, the Administrator may at any time, without the consent or sanction of the Secured Creditors related to the affected Class(es) of Global Collateralised Medium Term Notes, consent to any action or amend or otherwise modify any of the terms of the Collateral Administration Agreement or any other GCMTN Series Document governed by English law (each, an "**Amendment**"); *provided that* the Security Trustee, Collateral Administrator, and Issue and Paying Agent, as applicable, have received a written officer's certificate from the Administrator that such Amendment will not adversely affect in any material respect the interests of any Secured Creditor related to the affected Class(es) of Global Collateralised Medium Term Notes (an "**MAE Certificate**"). Any such Amendment may be made on such terms and subject to such conditions, if any, as the Administrator may reasonably determine necessary or appropriate. To the extent that the Administrator does not deliver an MAE Certificate with respect to any proposed Amendment, such proposed Amendment may proceed and, *provided that* the Issuer has given not less than five (5) Business Days' written notice of the substance of the Amendment (in an amendment or supplement to, or reissuance of, this Base Prospectus for the Global Collateralised Medium Term Notes) to each Holder or prospective purchaser of Global Collateralised Medium Term Notes, will become effective upon either: (a) the date upon which all the Global Collateralised Medium Term Notes that were outstanding on the date that the notice above was first given shall have been paid in full or, if any such Global Collateralised Medium Term Notes remain outstanding, the Administrator has provided the Security Trustee with the prior written consent of each Holder of such outstanding Notes, as set forth in the Series Register maintained by the Collateral Administrator; or (b) if the nature of the Amendment is, in the reasonable opinion of the Administrator, such that it can become effective with respect to the Global Collateralised Medium Term Notes as they are issued (but not take effect as against the Global Collateralised Medium Term Notes that remain outstanding), the date designated by the Administrator in the notice above, but solely with effect for all Global Collateralised Medium Term Notes with an Issue Date falling on or after such date and not with respect to any Global Collateralised Medium Term Notes that remain outstanding.

In determining whether the applicable Amendment conditions have been met, the Security Trustee, Collateral Administrator, and Issue and Paying Agent, as applicable, shall be entitled to rely on a certificate of the Administrator and an opinion of counsel. A certification will become effective on the date prescribed therein or immediately on execution, if no date is prescribed. After an Amendment becomes effective, it shall bind each of the parties to the GCMTN Series Document in question, and each Secured Creditor related to the affected Class(es) of Global Collateralised Medium Term Notes, whether or not notation of that Amendment is made on any note, instrument, agreement or other document providing for the Secured Obligation of such Secured Creditor.

The Security Trustee, Collateral Administrator and Issue and Paying Agent will not be obligated to execute or consent to any Amendment of a GCMTN Series Document to which it is a party which adversely affects its rights, immunities and indemnities under such GCMTN Series Document.

The LLP Undertakings

The LLP entered into an English law undertaking, dated as of the Series Closing Date, in respect of the Collateral relating to the Security Agreement (English Law) (the "**LLP Undertaking (English Law)**"), in favour of the Security Trustee. The LLP entered into a New York law undertaking, dated as of the First Amendment Closing Date, in respect of the Collateral relating to the Security Agreement (New York Law) (the "**LLP Undertaking (New York Law)**" and together, with the LLP Undertaking (English Law), the "**LLP Undertakings**"), in favour of the Collateral Agent.

The obligations of the LLP under the LLP Undertakings for the applicable Class of Notes are limited recourse obligations that are limited to the Collateral expressed in the applicable Security Agreement to such Class (or with respect to any Shared Collateral Class Group, the related Classes in such Shared Collateral Class Group) and the proceeds thereof, and any payments with respect to such Class or Shared Collateral Class Group under the LLP

Undertaking are limited by and subject to the priorities of payments related to such Class of the Global Collateralised Medium Term Notes. Therefore, in the event the amount realised upon any liquidation or distribution of Collateral applicable to any Class following an Acceleration Event is less than the Payment Amount with respect thereto, no holder of the Global Collateralised Medium Term Notes of such Class will have any recourse to any other Collateral, including without limitation, any Class Collateral of any other Class (except to the extent of Class Collateral of other Classes in a Shared Collateral Class Group), or any excess proceeds derived from the liquidation or distribution of the Class Collateral applicable to any other Class (except to the extent of Class Collateral of other Classes in a Shared Collateral Class Group), nor will it have recourse to any of the LLP's other assets or its contributed capital.

Subject to the limited recourse nature of the LLP's obligations in respect of the LLP Undertakings discussed in the immediately preceding paragraph, the LLP, as primary obligor and not merely as surety, has promised to make full and prompt payment, when a Class is Due for Payment and at all times thereafter, of the Issuer's obligations with respect to each such Class of the Global Collateralised Medium Term Note Series to pay all Payment Amounts with respect to each such Class of the Global Collateralised Medium Term Note Series, as the same may be amended, modified, extended or renewed from time to time. Delivery or receipt of an Acceleration Notice will not be a condition to the foregoing obligations of the LLP, nor will non-receipt of an Acceleration Notice or defects therein constitute an excuse to avoid or delay such payment. "**Payment Amount**" means (without giving effect to any cancellation, modification or change in the liability or form of liability of the Issuer, resulting from the making of a special bail-in provision (as such term is defined in section 48B of the Banking Act), with respect to any Global Collateralised Medium Term Note Series (x) issued on a discount basis, the face amount thereof, *provided that* if such Global Collateralised Medium Term Note is accelerated on a date prior to its maturity date, the Payment Amount for such Global Collateralised Medium Term Note will be the sum of the amount paid by the related original Holder to the Issuer for such Global Collateralised Medium Term Note, plus an amount equal to the portion of the discount accreted through the Acceleration Date, and (y) issued on an interest-bearing basis, the outstanding principal amount thereof plus the accrued but unpaid interest; *provided that* if such Global Collateralised Medium Term Note is accelerated on a date prior to its maturity date, the Payment Amount for such Global Collateralised Medium Term Note will be the outstanding principal amount thereof plus the accrued but unpaid interest thereon only through the Acceleration Date; *provided further* the foregoing clauses (x) or (y) will not include any amount representing an additional amount owed, owing or to be paid to any holder of any Class by either Issuer on account of or in respect of any deduction or withholding for tax.

Should any payment in respect of the Global Collateralised Medium Term Notes, whether by the LLP under the LLP Undertaking or by the Issuer, be made subject to any deduction or withholding on account of any Taxes, the LLP will not be obliged to pay any additional amounts in respect of any sum deducted or withheld.

The LLP entered into a separate undertaking relating to Mortgage Repo Classes described in Exhibit I to this Base Prospectus. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*".

The Security Agreement (English Law)

Pursuant to the Security Agreement (English Law):

(a) the LLP transfers and agrees to transfer by way of absolute assignment to the Security Trustee to hold on trust for the Relevant Secured Creditors that are European System Secured Creditors all of the LLP's legal and beneficial rights in, to and under (i) the European System Class Collateral (but excluding any Restricted Transferable Rights) and European System Intangible Collateral relating to each Class with a related European System Secured Creditor (except for the Clearstream Rights and Collateral); and (ii) the European System Unallocated Collateral (except for the Clearstream Rights and Collateral) relating to the Global Collateralised Medium Term Notes Series with a related European System Secured Creditor, in each case to the extent such Collateral or rights constitute Financial Collateral;

(b) The LLP, with full title guarantee, transfers and agrees to transfer by way of absolute assignment to the Restricted Collateral Disposition Administrator all Restricted Transferable Rights relating to Restricted Securities Collateral to be held and exercised by the Restricted Collateral Disposition Administrator pursuant to the Restricted Collateral Disposition Agreement, provided that no such transfer to the Restricted Collateral Disposition Administrator will be made by the LLP at any time

after the Restricted Collateral Administrator delivers written notice to the LLP that it has ceased to be a Permitted Restricted Securities Collateral Holder with respect to the relevant Restricted Securities Collateral.

(c) any Collateral and rights falling within Clauses (a) or (b) above which are held by the LLP on the date of the Security Agreement shall be immediately and automatically transferred to the Security Trustee or the Restricted Collateral Disposition Administrator, as applicable, on the date of the Security Agreement (or with respect to any Transfer of Restricted Rights to the Restricted Collateral Disposition Administrator, the date of the initial transfer of such rights following the amendment and restatement thereof on 24 June 2022); and

(d) any Collateral and rights falling within Clauses (a) or (b) which are transferred to the LLP, or to which the LLP shall otherwise become entitled, after the date of the Security Agreement shall be transferred to the Security Trustee or the Restricted Collateral Disposition Administrator, as applicable, immediately and automatically upon that transfer to the LLP occurring or that entitlement arising.

For purposes of this "Summary of the Transaction Documents" section, the defined terms have the following meanings:

"**Adjusted Acceleration Date Class Payment Amount**" means the Dollar Equivalent (based on the spot rate as of the European System Acceleration Date as determined by the applicable Custodian in accordance with the standard procedures established by such Custodian) of the Payment Amounts (as of the European System Acceleration Date Acceleration Date) owing to each Holder of such Class.

"**Adjusted Class Pro Rata Share**" means, with respect to the European System Net Cash Proceeds arising from the sale of any European System Class Collateral, a fraction (expressed as a percentage), the numerator for which is (i) such Class's Adjusted Haircut Acceleration Date Class Payment Amount, and the denominator for which is (ii) the aggregate Adjusted Haircut Acceleration Date Class Payment Amounts with respect to each Class within such Class's Shared Collateral Class Group.

"**Adjusted Haircut Acceleration Date Class Payment Amount**" means an amount an amount equal to the product of (i) such Class's Adjusted Acceleration Date Class Payment Amount, multiplied by (ii) the percentage set forth in the Collateral Eligibility Statement relating to such Class as the margin applicable to the related Securities from which such European System Net Cash Proceeds arise.

"**Bid Set Value**" means in relation to any Class subject to an auction or bidding process described in "-Qualified Directing Investors" in relation to the Security Agreement (English Law) or the Security Agreement (New York law), as applicable, but not sold thereunder and instead delivered in kind to the related Qualified Directing Investor (or its Affiliate nominee), means (a) with respect to any securities for which securities of the same issuance were bid upon, the weighted average of the bid prices received for such securities, which weighted average shall (x) exclude any bids relating to portions of such securities sold to the applicable bidder ("**Excluded Bids**") and (y) be calculated, after removal of the Excluded Bids, as the weighted average of the portion of remaining bids (ordered by bid price, with the highest bid price applied first), which when aggregated, is for an amount not exceeding the amount of such securities offered at auction (such amount of such securities offered at auction, the "**Auction Clearing Amount**") (provided, that for purposes of determining the weighted average, the amount of the lowest such bid shall exclude amounts in excess of the Auction Clearing Amount), and (b) with respect to any securities for which no securities of the same issuance were bid upon, a market value reasonably determined by such Qualified Directing Investor (which shall be conclusive and binding) and advised to the Security Trustee in writing;

"**European System Class Collateral**" means in relation to any Class:

(a) each Collateral Account related to such Class and the credit balances on, and indebtedness represented by, them and including all securities, cash or other property from time to time credited thereto, or carried therein in each case insofar as related to the Class, and with respect to any single Collateral Account relating to more than one Class, in each case, as allocated to such Class on the applicable Custodian's books and records;

(b) the Escrow Account and the credit balances on, and indebtedness represented by, it and including all securities, cash or other property from time to time credited thereto or carried therein in each case insofar as related to the Class, in each case, as allocated to such Class on the Security Trustee's books and records;

(c) the Series Operating Account and the credit balances on, and indebtedness represented by, it in each case insofar as related to such Class, including funds debited therefrom and provided to the Seller or its custodian or agent on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions with respect to such Class;

(d) the cash and Eligible Securities transferred by the Issuer as additional Securities Collateral for such Class, in accordance with any Credit Support Deed; and

(e) any funds provided to the Seller or its custodian or agent on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions with respect to such Class.

"**European System Intangible Collateral**" means in relation to any Class:

(a) each Repurchase Agreement related to that Class and each of the other Transaction Documents related to the Global Collateralised Medium Term Notes Series and, with respect to any Class the Collateral for which includes Restricted Securities Collateral, the Restricted Collateral Disposition Agreement, in each case insofar as it relates to that Class or as the case may be to the Restricted Securities Collateral applicable to that Class; and

(b) all supporting obligations and proceeds of the foregoing.

"**European System Securities Collateral**" means the Collateral Accounts and Escrow Account and the credit balances on, and indebtedness represented by, them and including all Eligible Securities and other securities, cash and property from time to time credited thereto or carried therein.

"**European System Unallocated Collateral**" means the funds from time to time credited to or carried in the Series Operating Account that are for any reason not identifiable as being related to any particular Class, or any Securities Collateral that for any reason is not identifiable as being related to any particular Class, together with all supporting obligations and all proceeds of the foregoing.

"**Financial Collateral**" has the meaning given to the term "financial collateral" in the Financial Collateral Arrangements (No. 2) Regulations 2003, except that any Collateral which (by reason of a prohibition on assignment or transfer or otherwise) the LLP is not entitled to transfer shall not constitute Financial Collateral for the purposes of the Security Agreement.

"**Market Value**", with respect to a Class, has the meaning set forth in the applicable Repurchase Agreement or Credit Support Deed, if applicable; provided, that for purposes of the calculations set forth in "European System Post-Acceleration Priority of Payments" in relation to the Security Agreement (English Law) or the Security Agreement (New York law), as applicable, with respect to (a) any European System Class Collateral offered for sale in an auction conducted in accordance with an auction or bidding process described in "-Qualified Directing Investors" in relation to the Security Agreement (English Law) or the Security Agreement (New York law), as applicable, but not sold thereunder and instead delivered in kind to the related Qualified Directing Investor (or its Affiliate nominee), the "Market Value" for such European System Class Collateral shall be deemed to be the Bid Set Value for such European System Class Collateral and (b) with respect to any other European System Class Collateral, the "Market Value" for such European System Class Collateral shall be determined by the applicable Custodian pursuant to the applicable Repurchase Agreement or Credit Support Deed; provided, that, if so directed by the applicable Qualified Directing Investor, the Collateral Agent shall direct the applicable Custodian to compute Market Value in the same manner and as of the same time that "Default Market Value" is computed pursuant to paragraph 10(e)(i)(B)(cc) of the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) on the basis that the seller is the defaulting party and the Security Trustee, acting on behalf of the Directing Investor Class, the non-defaulting party;

"**Payment Amount**" means, (without giving effect to any cancellation, modification or change in the liability or form of liability of the Issuer, resulting from the making of a special bail-in provision

(as such term is defined in Section 48B of the Banking Act of 2009) with respect to any Note (x) issued on a discount basis, the face amount thereof, provided that if such Note is accelerated (or, with the consent of the Holder thereof, prepaid) on a date prior to its maturity date, the Payment Amount for such Note shall be the sum of the amount paid by the related original Holder to the Issuer for such Note, plus an amount equal to the portion of the discount accreted through the Acceleration Date, and (y) issued on an interest-bearing basis, the outstanding principal amount thereof plus the accrued but unpaid interest; provided that if such Note is accelerated (or, with the consent of the Holder thereof, prepaid) on a date prior to its maturity date, the Payment Amount for such Note shall be the outstanding principal amount thereof plus the accrued but unpaid interest thereon through the Acceleration Date; provided further the foregoing clauses (x) or (y) will not include any amount representing an additional amount owed, owing or to be paid to any holder of any Class by the Issuer on account of or in respect of any deduction or withholding for tax.

"**Permitted Restricted Securities Collateral Holder**" means, at any time of determination, an eligible transferee under the Restricted Securities Collateral Protocol or, if the transfer restrictions set forth in the Restricted Securities Collateral Protocol are no longer applicable, any Person.

"**QDI Designation Deadline**" means (i) subject to clause (ii), 6 p.m. (London time) on the fifth Business Day after an Acceleration Event and (ii) if (x) the Collateral for such Class includes Restricted Securities Collateral and (y) the related Final Terms for such Class designate that such Class is entitled to an extended QDI Designation Deadline, 6 p.m. (London time) on the sixtieth day after an Acceleration Event.

"**Relevant Secured Creditor**" in relation to any Class means:

(a) in relation to any European System Class Collateral or Intangible Collateral for that Class, the Holders of Notes of that Class, the Issuer and the related Seller or Sellers; and

(b) in relation to the Unallocated Collateral, the Holders of Notes of each Class to which the Unallocated Collateral relates, the Issuer and the related Sellers.

"**Restricted Collateral Disposition Agreement**" means that Restricted Collateral Disposition Agreement, dated 24 June 2022 and made between (1) Restricted Collateral Disposition Administrator, (2) the LLP, (3) the Issuer and (4) the Security Trustee. See "*Summary of Transaction Documents—Restricted Collateral Disposition Agreement*" below.

"**Restricted Collateral Disposition Administrator**" means BNP Paribas in its capacity as restricted securities collateral administrator.

"**Relevant Transferred Restricted Securities Collateral**" in relation to any Class means the European System Class Collateral for that Class comprised of Restricted Securities Collateral and all of the rights of the LLP in, to and under the same transferred to the Security Trustee and the Restricted Collateral Disposition Administrator pursuant to the Security Agreement.

"**Restricted Enforcement Rights**" means the Restricted Rights set forth in limbs (iii) and (iv) of the definition thereof.

"**Restricted Rights**" means in respect of the Restricted Securities Collateral (i) the power to vote or to direct the vote of such Restricted Securities Collateral, (ii) the power to dispose or direct the disposition of such Restricted Securities Collateral (including as part of any enforcement of the security over the Restricted Securities Collateral), (iii) the power to serve an Acceleration Notice in relation to any Class the Collateral for which includes Restricted Securities Collateral and (iv) the power to determine and direct the method and timing of enforcement of the security over the Restricted Securities Collateral, in each case as such right is interpreted for the purposes of determining "beneficial ownership" in accordance with Rule 13d-3 and Rule 13d-5 of the U.S. Securities Exchange Act of 1934, as amended.

"**Restricted Securities Collateral**" means, with respect to any Class, Securities Collateral designated in the related Final Terms as subject to the Restricted Securities Collateral Protocol.

"**Restricted Securities Collateral Protocol**" is described in "*—Restricted Securities Collateral Protocol*" set forth below.

"**Restricted Transferable Rights**" means the Restricted Rights set forth in limbs (i) and (ii) of the definition thereof.

"**Secured Creditor**" means Holders of Notes, the Issuer and the Sellers.

"**Shared Collateral Class Group**" means any group of two or more Classes the Final Terms for which subject the related European System Securities Collateral to each of the same Restricted Securities Collateral Protocol; provided, that (i) any such Class shall only become a member of the applicable Shared Collateral Class Group on the calendar day following the occurrence of its applicable QDI Designation Deadline if the Noteholder, or an authorized Affiliate or nominee thereof, has not yet delivered a Directing Investor Notice in accordance with Clause 12.2 of the Security Agreement (English Law) prior to such QDI Designation Deadline and (ii) such Class shall not become a member of such Shared Collateral Class Group (and its related European System Class Collateral shall not be pledged for the benefit of, or otherwise available to, Holders of any other Classes) upon the occurrence of the "Escrow Termination Date" (as defined in the Certificate of Incorporation of Visa Inc.) so long as such date occurs prior to the Acceleration Date; *provided further*, that no Class shall be entitled to distributions made to a Shared Collateral Class Group prior to its becoming a member thereof.

"**Unrestricted Securities Collateral**" means all European System Securities Collateral other than Restricted Securities Collateral.

The security interests in the European System Class Collateral created pursuant to the Security Agreement (English Law) secure, and the European System Class Collateral is security for, the prompt and complete payment or performance in full when due of all monies from time to time due or owing, including all Payment Amounts and all obligations and other actual or contingent liabilities from time to time incurred, by the LLP to any Secured Creditor under the Transaction Documents that the LLP is a party to in relation to the Global Collateralised Medium Term Notes which are referred to in, and may in any circumstances become payable pursuant to, the Security Agreement (English Law) (with respect to the related Class, the "**Secured Obligations**"). The security interests in the European System Intangible Collateral and the Unallocated Collateral created pursuant to the Security Agreement (English Law) secure, and the European System Intangible Collateral and Unallocated Collateral is additional security for the Secured Obligations of all Classes owing by the LLP to the European System Secured Creditors.

Each transfer of Collateral or rights effected by the transfer described above and any return of transferred Collateral described below, (i) shall vest absolute beneficial and (to the extent the transferor holds the legal title and subject to any notifications and other formal steps necessary to transfer legal title) legal title to the transferred Collateral and rights in the transferee, free of any liens (other than any lien routinely imposed on all securities in the relevant clearance system) but subject in the case of the Security Trustee to the trust declared by it in the Security Agreement (English Law) in favour of the European System Secured Creditors; and (ii) shall result in the transferor having no proprietary interest of any kind in the Collateral and rights transferred (except, to the extent the transferor holds the legal title and if and for so long as only beneficial title to any transferred Collateral or rights has transferred, for bare legal title to that transferred Collateral or those transferred rights). Additionally, each transfer of Collateral held with Clearstream Banking, société anonyme, effected in Luxembourg is intended for the purposes of Luxembourg law to constitute a transfer of title by way of security.

To the extent any Collateral and rights (excluding any Restricted Transferable Rights) to be transferred to the Security Trustee as described above are not transferred to the Security Trustee, as security for the payment and discharge of the relevant obligations, the LLP with full title guarantee assigns absolutely to the Security Trustee on trust for the relevant European System Secured Creditors all of its legal and beneficial rights in, to and under the European System Class Collateral and/or European System Intangible Collateral for each relevant Class and the Unallocated Collateral to the relevant European System Secured Creditors.

By its purchase of a Global Collateralised Medium Term Note, each Noteholder will be deemed to have agreed and acknowledged that (i) the European System Class Collateral will be allocated and credited to each Collateral Account related to the related Class pursuant to the related Repurchase Transactions, the related Custodial Agreement and the Collateral Administration Agreement, and may be moved from each Collateral Account related to such Class to the Escrow Account related to such Class as described in the Security Agreement (English Law); (ii) such allocation of the European System Class Collateral will constitute the preferential right of the Noteholders of the related Class in such European System Class Collateral to be paid with or from the proceeds of such European System Class Collateral pursuant to the Security Agreement (English Law), and in accordance with the

applicable Priority of Payments for such Class; (iii) the establishment of a Collateral Account and an Escrow Account for the applicable portion for each Class and the allocation of the European System Class Collateral thereto pursuant to the related Repurchase Transactions, the related Custodial Agreement and the Collateral Administration Agreement, will not impair the validity or perfection of the title transfer in the Security Agreement (English Law); and (iv) subject to clause (v) below, the rights to repayment of amounts due to the Noteholders of such Class with respect to the LLP Undertaking will be satisfied solely from the European System Class Collateral for such Class and not from the European System Class Collateral allocated to any other Classes of Global Collateralised Medium Term Notes; and (v) the rights to repayment of amounts due to the Noteholders of any Class in a Shared Collateral Class Group with respect to the LLP Undertaking may be satisfied from the European System Class Collateral relating to all Classes in its Shared Collateral Class Group.

Establishment of Accounts

Within two (2) Business Days of its receipt of notice from the Administrator that the Issuer is proposing to issue a new Class (for the avoidance of doubt, not being a Class identified as one to which the Security Agreement (New York Law) applies to the exclusion of the Security Agreement (English law)) of the Global Collateralised Medium Term Notes, then as applicable: (i) the LLP shall procure the establishment by the Collateral Administrator on its behalf with Clearstream Banking, société anonyme, in accordance with the terms of the Transaction Bank Relationship Management Agreement, the CMSA and the Custody Agreement, and thereafter maintain; and/or (ii) the LLP shall establish with the applicable Custodian, and thereafter maintain a segregated, non-interest bearing securities account (each a "**Collateral Account (English)**" for such Class). References to the Collateral Account shall be to the Collateral Account (English) or the Collateral Account (New York) as the context requires.

Each such Collateral Account shall be assigned a unique account number and titled in the following format: "Global Collateralised Medium Term Notes Series, Collateral Account [*number or other information identifying Class*])" or such similar designation as shall be appropriate to clearly identify the particular Class to which each such Collateral Account relates and the applicable Custodian that established such Collateral Account. In the context of the Custodial Agreement with Clearstream Banking, société anonyme, each Collateral Account shall be comprised of the "TB Source Account" and the "Collateral Receiver's Account" for such Class. In the context of the Custodial Agreement with the applicable Custodian, each Collateral Account shall be the "**Collateral Receiver's Account**" for such Class (together with any account created in lieu thereof pursuant to the Security Agreement (English Law)). In the context of any other Custodial Agreement, each Collateral Account shall be the account utilised by the related Custodian for effecting transactions pursuant to the instructions of the LLP and on its behalf, however described therein, for such Class (together with any account created in lieu thereof pursuant to the Security Agreement (English Law)). In the event that a Credit Support Deed is in effect and the Issuer makes an Issuer Collateral Posting Election pursuant to it, the LLP shall establish with the applicable Custodian, and thereafter maintain, a segregated custodial account in respect of the collateral so posted relating to each Class. To the extent that the LLP establishes any such account with respect to any Class, such account shall thereafter also be deemed to be part of the "Collateral Account" with respect to such Class in addition to the account established for such Class pursuant to the Security Agreement (English Law). Each such account shall be identified in a manner consistent with the Security Agreement (English Law). All cash and Eligible Securities relating to any Class shall be maintained in the related Collateral Account at all times prior to an Acceleration Event for such Class.

At any time the Security Trustee so requires, the LLP will establish with the Security Trustee, and thereafter maintain, a segregated, non-interest bearing trust account with the Security Trustee in respect of all Classes which have a Collateral Account with BNYM Custodian (the "**Escrow Account (English)**"). References to the Escrow Account shall be to the Escrow Account (English) or the Escrow Account (New York) as the context requires. The Security Trustee will move any European System Class Collateral from each related Collateral Account to the Escrow Account, at such times, in such amounts and by such methods as it may deem appropriate, necessary or conducive to the exercise of its powers and discharge of its duties under the Security Agreement. The Escrow Account shall be assigned a unique account number and titled in the following format: "Global Collateralised Medium Term Notes Series, Escrow Account".

Concurrently with the execution and delivery of the Security Agreement (English Law), the LLP will establish with the Security Trustee, and thereafter maintain, a non-interest bearing corporate trust account in respect of the Global Collateralised Medium Term Notes (the "**Series Operating Account (English)**"). References to the Series Operating Account shall be to the Series Operating Account (English) or the Series Operating Account (New

York), if any, as the context requires. The Series Operating Account will be used to deposit any amounts relating to the Repurchase Price, Price Differential and other amounts on behalf of the Global Collateralised Medium Term Note Series.

Concurrently with the execution and delivery of the Security Agreement (English Law), the LLP will establish with the Account Bank, and thereafter maintain for the benefit of the Issuer, a note payment account in respect of the Global Collateralised Medium Term Notes (the "**Note Payment Account (English)**"). References to the Note Payment Account shall be to the Note Payment Account (English) or the Note Payment Account (New York) as the context requires.

The Bank of New York Mellon, acting through its London Branch, will maintain the Series Operating Account, the Escrow Account and the Note Payment Account on behalf of the LLP.

Prior to the occurrence of any Acceleration Event, withdrawals from each Collateral Account related to a Class of Global Collateralised Medium Term Notes shall be made in accordance with the Pre-Acceleration Priority of Payments for such Class, to the extent applicable, pursuant to the Collateral Administration Agreement or for other permitted circumstances described in the Security Agreement (English Law). Following the occurrence of any Acceleration Event, the related Purchased Securities and other European System Class Collateral on deposit in a Collateral Account related to each Class or the Escrow Account insofar as related to each Class will be applied in accordance with the European System Post-Acceleration Priority of Payments for such Class set out in the Security Agreement (English Law).

Permitted Dispositions

The LLP undertakes that it will not dispose of (or agree to dispose of) or permit a security interest to subsist over all or any part of the Collateral that the LLP has assigned or granted a fixed or floating charge over, except: (a) prior to the occurrence of an Acceleration Event, the sale and repurchase of European System Securities Collateral for a Class consisting of Purchased Securities and Income, and/or the return of Additional Purchased Securities and Income to the relevant Seller, pursuant to and in accordance with the related Repurchase Transactions, the applicable Custodial Agreement and the Collateral Administration Agreement; (b) prior to the occurrence of an Acceleration Event, substitutions of the related European System Securities Collateral pursuant to and in accordance with the related Repurchase Transactions, the applicable Custodial Agreement and the Collateral Administration Agreement; (c) prior to the occurrence of an Acceleration Event, if a Credit Support Deed has been entered into and an Issuer Collateral Posting Election has been made, the return of the related Posted Collateral and Income to the Issuer in accordance with the Credit Support Deed, and, upon repayment of the related Class, delivery of any remaining European System Class Collateral to the Issuer in repayment of the Advance under the Intercompany Loan related to such Class; and (d) prior to the occurrence of an Acceleration Event with respect to the applicable Repurchase Agreement (clauses (a) through (d), each a "**Permitted Dealing**"), the reallocation of Purchased Securities and Margin Securities from the Collateral Account for one Class to the Collateral Account for another Class pursuant to the Collateral Administration Agreement, the Repurchase Agreements, the Custodial Agreements, the Custody Agreement, any Credit Support Deed and the Transaction Bank Relationship Management Agreement. The excess, if any, of (i) the cash received in connection with such disposition over (ii) the sum of (A) the reasonable and customary out-of-pocket expenses incurred by the party effecting such disposition, and (B) sales, use, transfer, value-added, documentary, recording or other taxes or fees reasonably estimated to be actually payable or actually paid in connection therewith (the "**European System Net Cash Proceeds**"), will be remitted to the Collateral Account for the related Class and applied in accordance with the European System Pre-Acceleration Priority of Payments or the European System Post-Acceleration Priority of Payments for such Class by the applicable Custodian, as applicable.

Returning Transferred Collateral

The Security Trustee will transfer or direct the applicable Custodian to transfer to the LLP, Equivalent Securities that are held through the triparty custodial system in Europe (the "**European System Eligible Securities**"), in the following circumstances:

(a) prior to the occurrence of an Acceleration Event, the sale and repurchase of European System Securities Collateral for a Class consisting of Purchased Securities, and/or the return of Additional Purchased Securities and Income to the relevant Seller, pursuant to and in accordance with the related Series Collateral Documents, provided that any amounts payable by the relevant Seller in

respect of the Permitted Dealing are paid and the proceeds are applied in or towards satisfaction of Payment Amounts due to the Holders of the relevant Class pursuant to the LLP Undertaking or paid into the applicable Collateral Account as European System Class Collateral to be applied in accordance with the applicable Priority of Payments;

(b) prior to the occurrence of an Acceleration Event, substitutions of the related European System Securities Collateral pursuant to and in accordance with the related Series Collateral Documents, provided that the replacement European System Securities Collateral is placed in the applicable Collateral Account as the replaced European System Class Collateral;

(c) (i) prior to the occurrence of an Acceleration Event, if a Credit Support Deed has been entered into and an Issuer Collateral Posting Election has been made under it, the return of the related Posted Securities and Income to the Issuer in accordance with any Credit Support Deed; or (ii) prior to the occurrence of an Acceleration Event, upon repayment of a Class of Global Collateralised Medium Term Notes, delivery of any remaining European System Class Collateral to the Issuer in repayment of the Advance under the Intercompany Loan related to such Class; and

(d) prior to the occurrence of a Repurchase Event of Default with respect to the applicable Repurchase Agreement related to any Global Collateralised Medium Term Notes, the reallocation of Purchased Securities and Additional Purchased Securities from the Collateral Account for one Class to the Collateral Account for another Class pursuant to the related Series Collateral Documents, provided that in the case of each Class the replacement European System Securities Collateral are placed in the applicable Collateral Account as European System Class Collateral.

On the date on which all of the Secured Obligations in relation to a Class due or owing to the relevant European System Secured Creditors insofar as they related to that Class or Noteholder (in relation to an Insolvent Noteholder Redemption Date (as the defined in the Master Agency Agreement) have been unconditionally and irrevocably paid or discharged in full (the "**Discharge Date**" for that Class or Noteholder), the Security Trustee shall return to the LLP Equivalent Securities in respect of any European System Class Collateral or Noteholder (in relation to an Insolvent Noteholder Redemption Date (as the defined in the Master Agency Agreement)) still held by the Security Trustee at the direction of the LLP.

Upon any transfer of the Security Trustee's rights with respect to Relevant Transferred Restricted Securities Collateral (excluding the Restricted Transferable Rights) by the Security Trustee (or the Collateral Administrator on its behalf) to the LLP, the LLP (or the Collateral Administrator on its behalf) shall promptly notify the Restricted Collateral Disposition Administrator and all Restricted Transferable Rights relating to such Relevant Transferred Restricted Securities Collateral shall automatically be transferred by the Restricted Collateral Disposition Administrator to the LLP immediately upon that transfer to the LLP occurring and, for the avoidance of doubt, the Restricted Enforcement Rights relating to such Relevant Transferred Restricted Securities Collateral shall be automatically extinguished.

Enforcement following Acceleration Event

With respect to any Class the Collateral for which does not include Restricted Securities Collateral, the Security Trustee will as promptly as possible upon receiving written notice or otherwise having actual knowledge of the occurrence of an Acceleration Event: (i) give notice in writing to the Issuer and the LLP (a "**European System Acceleration Notice**") that a European System Acceleration Event has occurred; and (ii) provide a copy of that European System Acceleration Notice to the Administrator, each Custodian, the Collateral Administrator and each Noteholder in accordance with the provisions for providing notice set out in the Security Agreement (English Law).

With respect to any Class the Collateral for which includes Restricted Securities Collateral, only the Restricted Collateral Disposition Administrator will have the power to deliver a European System Acceleration Notice and upon the Security Trustee's receipt of a European System Acceleration Notice from the Restricted Collateral Disposition Administrator in accordance with the Restricted Collateral Disposition Agreement, the Security Trustee will as promptly as possible provide a copy of that Acceleration Notice to the Administrator, each Custodian, the Collateral Administrator and each Noteholder in accordance with the provisions for providing notice set out in the Security Agreement (English Law).

Upon the occurrence of an Acceleration Event, each applicable Class (including all Classes of Notes comprising a Shared Collateral Class Group) will thereupon immediately become due and repayable in an amount equal to its Payment Amount.

During the continuance of an Acceleration Event in relation to a Class, the Security Trustee may appoint a qualified receiver, receiver and manager or administrative receiver (any such appointee, a "**Receiver**") and/or itself proceed to enforce all or any of its rights under the Security Agreement (English Law), in particular, it may without further notice to the LLP exercise, with respect to the Collateral: (i) the power of sale and all other powers conferred on mortgagees by the LPA 1925 (or otherwise by law) or on an administrative receiver by the Insolvency Act, in either case as extended or otherwise amended; or (ii) (without first appointing a Receiver) any or all of the rights which are conferred by the Security Agreement (English Law) (whether expressly or by implication) on a Receiver.

All of the protection to purchasers contained in the Law of Property Act 1925 and the Insolvency Act 1986 shall apply to any person purchasing from or dealing with the Security Trustee or any Receiver with respect to the Collateral as if the Secured Obligations had become due and the statutory powers of sale and of appointing a Receiver in relation to the Security Interest Collateral had arisen on the date of the Security Agreement (English Law).

In connection with the exercise of rights with respect to any European System Class Collateral pursuant to the Security Agreement (English Law), the Security Trustee shall (x) seek that all European System Class Collateral then in the Series Operating Account be identified as European System Class Collateral and allocated to the Escrow Account for disposition in accordance with the terms thereof, and (y) be permitted to: (i) move any European System Class Collateral from each related Collateral Account to the Escrow Account, at such times, in such amounts and by such methods as it may deem appropriate, necessary or conducive to the exercise of its powers and discharge of its duties under the Security Agreement (English Law); and (ii) retain (at its own cost and not in duplication of liquidation expenses) and rely upon advisory services provided by the Collateral Administrator, provided that such retention and reliance shall not relieve the Security Trustee from the performance of its duties and obligations as set forth in the Security Agreement (English Law) and the Transaction Documents to which it is a party. European System Class Collateral which includes Restricted Securities Collateral and where the relevant Class is not a Directing Investor Class will be disposed of in accordance with the Restricted Collateral Disposition Agreement rather than the Security Agreement (English Law).

Except as directed by a Directing Investor Class, the Security Trustee shall not be obligated to conduct any sale of Collateral regardless of notice of sale having been given. The LLP has waived any claims against the Security Trustee arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Security Trustee accepts the first offer received and does not offer such Collateral to more than one offeree.

By reason of certain prohibitions contained under applicable law, the Security Trustee may be compelled, with respect to any sale of all or any part of the Collateral conducted without prior registration or qualification of such Collateral under such securities laws, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof and meet any applicable selling restrictions under any applicable law with respect thereto. Any such private sale may be at prices and on terms less favourable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement, prospectus, or similar document under applicable securities laws) and, notwithstanding such circumstances, any such private sale will be deemed to have been made in a commercially reasonable manner and the Security Trustee will have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under applicable securities laws, even if such issuer would, or should, agree to so register it.

Except as required by applicable law, any sale of Collateral by the Security Trustee and its agents may be made without assuming any credit risk. The Security Trustee, in connection with any exercise of any of its rights or remedies, may exercise the same without demand of performance or of any of its rights or remedies, may exercise the same without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the LLP or any other person (all and each of which demands, presentment, protect, advertisements or notices will be waived). The Security Trustee and its agents may sell Collateral in one or more lots, and to one or more purchasers. The Security Trustee and its agents will conduct

any sale on a "where is, as is" basis, without any representations and warranties relating to title, possession, quiet enjoyment or the like, express or implied. Any process undertaken by the Security Trustee in accordance with the terms of the Security Agreement (English Law) (to the extent permitted by applicable law) is deemed "reasonable". In addition, any timing requirements in connection with any Collateral, sale or bid process will be extended to the extent necessary or appropriate to comply with applicable law or otherwise operationally or administratively necessary.

Only the Security Trustee may pursue the remedies available under the general law or under the Security Agreement (English Law) to enforce the title transfer effected or the security interests granted set forth therein with respect to any Collateral and no other party nor any of the Holders of the Global Collateralised Medium Term Notes will be entitled to proceed directly against the LLP to enforce any such security interest.

In relation to any Collateral that comprises Restricted Securities Collateral, during the continuance of an Acceleration Event the Security Trustee will only take action or refrain from taking action in accordance with the directions of the Restricted Collateral Disposition Administrator pursuant to and subject to the provisions of the Restricted Collateral Disposition Agreement and the Security Agreement.

European System Qualified Directing Investors

"**European System Directing Investor Class**" means a Class of Notes as to which a European System Directing Investor Notice is delivered to the Security Trustee. A Class shall not constitute a Class other than a Directing Investor Class unless the QDI Designation Deadline applicable to such Class has occurred and the Noteholder, or nominee thereof, has not delivered a European System Directing Investor Notice. A European System Directing Investor Class shall be eligible for certain remedies following an Acceleration Event different from those of Classes that are not European System Directing Investor Classes, as set forth below. "**European System Qualified Directing Investor**" means, as of any date of determination, a Noteholder or nominee thereof that provides a European System Directing Investor Notice (or any two or more Noteholders or nominees thereof that together provide a Directing Investor Notice) to the Security Trustee, with respect to a Class that is wholly owned by such Noteholder (or Noteholders).

Each Noteholder of a European System Qualified Directing Investor Class, or an authorised Affiliate or nominee thereof, may, no later than the QDI Designation Deadline applicable to the European System Qualified Directing Investor Class, provide to the Security Trustee (and if the Collateral for such Class includes Restricted Securities Collateral then copied to the Restricted Collateral Disposition Administrator) by facsimile or another verified method permitted by the Security Agreement, a duly completed and executed European System Directing Investor Notice (the **"European System Directing Investor Notice**"), substantially in the form of the corresponding exhibit attached to the Security Agreement (English Law). The form may be obtained from the Administrator or the Security Trustee. If the Final Terms for a Class contains an indicator that such Class is not a European System Directing Investor Class, such indicator shall control, and any European System Directing Investor Notice received in respect of such Class will be deemed to be ineffective and disregarded by the Security Trustee (and the Restricted Collateral Disposition Administrator).

With respect to each Class which is a European System Directing Investor Class, the related European System Qualified Directing Investor will be entitled to give instructions that comply with the provisions set forth below (such instructions, "**European System Qualified Instructions**") to the Security Trustee with respect to the disposition of the related European System Class Collateral, and the Security Trustee, subject to the terms of the Security Agreement (English Law) will accept and promptly act upon all European System Qualified Instructions with respect to the disposition of the European System Class Collateral related to each such Class. With respect to any Class subject to the Restricted Securities Collateral Protocol, no Person that is not then a Permitted Restricted Securities Collateral Holder will be a European System Qualified Directing Investor for such Class and any Directing Investor Notice received in respect of such Class will be deemed to be ineffective and disregarded by the Security Trustee and the Restricted Collateral Disposition Administrator.

Following an Acceleration Event in relation to a European System Directing Investor Class, subject to the immediately succeeding paragraph, European System Qualified Directing Investors may give the Security Trustee any or all of the following disposition instructions with respect to the European System Class Collateral for each related European System Directing Investor Class in respect of which they are acting: (a) that some or all of the European System Class Collateral be sold by the Security Trustee pursuant to collateral sales conducted in accordance with the Security Agreement (English Law) for the best price offered to the Security

Trustee for such European System Class Collateral, with or without instructions as to the specific timing of such sales, or the markets or processes to be employed; (b) that some or all of the European System Class Collateral be sold to named purchasers, with or without instructions as to the purchase price therefor; (c) that some or all of the European System Class Collateral be delivered to the European System Qualified Directing Investor or its authorised nominee or Affiliate, provided that the European System Qualified Directing Investor must comply with all applicable securities laws and ensure (and satisfy the Security Trustee) that any such delivery will be in compliance therewith; (d) that some or all of the European System Class Collateral be maintained by the Security Trustee in the Escrow Account pending further instructions; and/or (e) that some or all of the European System Class Collateral shall be subject to an auction or bidding process organized and conducted by the applicable European System Qualified Directing Investor (or the Security Trustee acting pursuant to the applicable European System Qualified Directing Investor's instructions and procedures), which auction or bidding process: (A) shall be arranged, structured and conducted in a manner that the European System Qualified Directing Investor deems appropriate, provided that the Qualified Directing Investor shall act in good faith and in a commercially reasonable manner; (B) may permit such European System Qualified Directing Investor (x) to review all submitted bids and to submit a final bid for some or all of the European System Class Collateral, which final bid, if higher, will be deemed to supersede any prior bid such European System Qualified Directing Investor may have submitted, and/or (y) to choose to reject some or all of the bids received and instead take delivery in kind of such European System Class Collateral or such portion thereof as may have been the subject of such bid; and (C) if conducted by the applicable European System Qualified Directing Investor, shall require such European System Qualified Directing Investor to report to the Security Trustee (x) the bid prices received and the securities to which the respective bids relate, (y) which bids and amounts have been agreed and with which successful bidder and (z) which securities, if any, constituting European System Class Collateral shall not be sold to any bidder and instead shall be delivered in-kind to such European System Qualified Directing Investor (or authorised Affiliate or nominee thereof) and, using the corresponding bids received (if any), the bid prices comprising the Bid Set Value for such securities constituting European System Class Collateral delivered in-kind to such European System Qualified Directing Investor (or authorised Affiliate or nominee thereof), subject to the limitations set forth below. With respect to European System Class Collateral which includes Restricted Securities Collateral and for which the related Class is a Directing Investor Class, the Security Trustee (A) will promptly forward (unless such Qualified Instructions have been provided directly to the Restricted Collateral Disposition Administrator) any European System Qualified Instructions (or communications that, on their face, appear to be European System Qualified Instructions) which relate to the exercise of any Restricted Rights to the Restricted Collateral Disposition Administrator and (B) may not act on such instructions or communications except to the extent permitted under the Restricted Collateral Disposition Agreement.

European System Qualified Directing Investors may give the Security Trustee instructions on any Business Day following an Acceleration Event, but may not submit instructions that: (a) if implemented, would cause or result in a violation of the Security Agreement (English Law), any other Transaction Document, or any applicable laws or any rules or regulations, including without limitation the terms of any permissive or mandatory stay imposed by a governmental authority that applies to the European System Class Collateral; (b) if implemented, would result in such European System Qualified Directing Investor receiving an aggregate amount of cash and/or value (calculated as described above) in excess of the sum of the Payment Amounts due to such European System Qualified Directing Investor in respect of all its European System Directing Investor Classes; (c) do not adequately describe the European System Class Collateral the subject of such instruction, are lacking sufficient clarity, completeness or detail, or otherwise are too vague for the Security Trustee to understand and comply with such instructions; (d) are commercially unreasonable, whether as to timing, method, requirements, the administrative burden such instructions would place on the Security Trustee, or for any other reason; (e) involve fraudulent action, including without limitation, transactions at an undervalue, or which involve round-trip or undisclosed consideration or which are not conducted for consideration which is fully disclosed to the Security Trustee and which is equal to the price for the related European System Class Collateral that could be obtained from a generally recognised source or the most recent closing bid quotation from such a source; (f) would require the Security Trustee to incur liquidation costs that cannot be recouped from the cash proceeds of sale, unless such costs are borne by the European System Qualified Directing Investor or otherwise assured to the Security Trustee in its reasonable discretion; or (g) unless otherwise agreed by the Security Trustee in writing, are submitted by a method other than through the notification features of the clearing systems utilised by the Issue and Paying Agent for the issuance and settlement of the Global Collateralised Medium Term Notes.

If a European System Qualified Directing Investor that has previously delivered a European System Directing Investor Notice (x) fails to submit European System Qualified Instructions as to the applicable European

System Class Collateral by the date thirty (30) days after the QDI Designation Deadline applicable to such Class, the related Class will thereafter be deemed not to be a European System Directing Investor Class, and such European System Class Collateral will be sold by the Security Trustee in accordance with the Security Agreement (English Law), and the European System Net Cash Proceeds applied in accordance with the Post-Acceleration Priority of Payments for Classes other than European System Directing Investor Classes. If a European System Qualified Directing Investor submits European System Qualified Instructions, but such European System Qualified Instructions do not instruct the Security Trustee to dispose of such applicable European System Class Collateral within six (6) months after the Acceleration Date (with such period tolled for any period that a permissive or mandatory stay prevents such disposition), then, subject to clause (b) in the immediately preceding paragraph, such European System Qualified Directing Investor must either: (i) submit a European System Qualified Instruction that the remaining European System Class Collateral for each European System Directing Investor Class as to which the European System Qualified Directing Investor is acting be delivered to such European System Qualified Directing Investor or its nominee in kind, or (ii) agree with the Security Trustee in an arrangement that comports with the paragraph immediately below. In the absence of compliance with (i) or (ii) above, the related Class will thereafter be deemed not to be a European System Directing Investor Class, and such European System Class Collateral will be sold by the Security Trustee in accordance with the Security Agreement (English Law), and the European System Net Cash Proceeds applied in accordance with the Post-Acceleration Priority of Payments for Classes other than European System Directing Investor Classes.

At any time after an Acceleration Event and subject to compliance with all applicable securities laws and the applicable European System Qualified Directing Investor instructing the Security Trustee to give such European System Qualified Directing Investor an aggregate amount of cash and/or value in excess of the sum of the Payment Amounts due to such European System Qualified Directing Investor, a European System Qualified Directing Investor and the Security Trustee may enter into an arrangement between themselves, with or without their Affiliates, as to removal of the related European System Class Collateral as to which the European System Qualified Directing Investor is acting from the Escrow Account insofar as it relates to such Class and the removal of each related European System Directing Investor Class from the book entry systems on which such interests are represented. Any such arrangement will be treated as a delivery in kind of the related European System Class Collateral to the European System Qualified Directing Investor, with the result that the Security Trustee will reduce the Payment Amounts due to the holder of each related Class in accordance with the valuation method described below.

European System Post-Acceleration Priority of Payments

Beginning on the date on which any Acceleration Event occurs in relation to a Class with European System Securities Collateral (the "**European System Acceleration Date**") and on each Business Day thereafter, the Security Trustee shall on any Business Day apply the European System Net Cash Proceeds of any disposal of related European System Class Collateral pursuant to the Security Agreement (English Law), any other net recoveries from the exercise of its rights, as referred to in the Security Agreement (English Law) insofar as referable to the relevant Class; and the net proceeds of any enforcement of the security interests created in the Security Agreement (English Law) insofar as referable to the relevant Class, in the following order of priority, with no applications to be made under the Security Agreement (English Law) until all actual or contingent liabilities under the LLP Undertaking of the LLP to the Holders of such Class in respect of Payment Amounts have been satisfied in full (the "**European System Post-Acceleration Priority of Payments**"):

(i) If such Class is not a member of a Shared Collateral Class Group,

(A) *first*, pro rata according to the respective amounts thereof, in or towards satisfaction of the Payment Amounts due to the Holders of each such Class pursuant to the LLP Undertaking;

(B) *second*,

(1) if the Issuer has secured additional Collateral with respect to such Class pursuant to a Credit Support Deed after making an Issuer Collateral Posting Election pursuant to it, to the Issuer in an amount up to the aggregate market value (calculated in accordance with the Repurchase Agreement to which such European System Class Collateral relates) of such additional Collateral (such Market Value determined as of the day preceding the Acceleration Date for such Class); or

(2) after giving effect to any payments under the Security Agreement (English Law), to pay each related Seller any amounts due and payable by the LLP to each such Seller pursuant to the Repurchase Transactions related to such Class; and

(C) *third*, the remaining amount, if any, to the LLP Master Account and

(ii) If such Class is a member of a Shared Collateral Class Group:

(A) *first*,

(1) with respect to European System Net Cash Proceeds arising from the sales of European System Class Collateral comprising Unrestricted Securities Collateral that does not constitute Eligible Securities for every Class in such Shared Collateral Class Group, to each Holder of a Class for which such Unrestricted Securities Collateral constitutes Eligible Securities, such Holder's ratable share of its respective Class's Adjusted Class Pro Rata Share (calculated without regard to the Payment Amounts owing to the Holders of Classes for which such European System Class Collateral does not constitute Eligible Securities) of European System Net Cash Proceeds arising from the sale of the applicable European System Class Collateral, in or towards satisfaction of the Payment Amounts due to the Holders of each Class in such Shared Collateral Class Group pursuant to the LLP Undertaking;

(2) with respect to European System Net Cash Proceeds arising from sales of European System Class Collateral comprising Unrestricted Class Collateral other than as described in the preceding Clause (1), to each Holder its ratable share of its respective Class's Adjusted Class Pro Rata Share (as re-determined after reducing each Class's Adjusted Acceleration Date Class Payment Amount by the amount, if any, received by each applicable Holder in the preceding Clause (1)) of European System Net Cash Proceeds arising from the sale of the applicable European System Class Collateral, in or towards satisfaction of the Payment Amounts due to the Holders of each Class in such Shared Collateral Class Group pursuant to the LLP Undertaking; and

(3) with respect to European System Net Cash Proceeds arising from the sales of European System Class Collateral comprising Restricted Securities Collateral, to each Holder its ratable share of its respective Class's Adjusted Class Pro Rata Share (as re-determined after reducing each Class's Adjusted Acceleration Date Class Payment Amount by the amount, if any, received by each applicable Holder in the preceding Clauses (1) and (2)) of European System Net Cash Proceeds arising from the sale of the applicable European System Class Collateral, in or towards satisfaction of the Payment Amounts due to the Holders of each Class in such Shared Collateral Class Group pursuant to the LLP Undertaking; and

(B) *second*,

(1) if the Issuer has secured additional Collateral with respect to any Class in such Shared Collateral Class Group pursuant to a Credit Support Deed after making an Issuer Collateral Posting Election, to the Issuer in an amount up to the aggregate Market Value of such pledged Collateral (such Market Value determined by the Security Trustee (using information provided by the applicable Custodian if the Security Trustee so desires) as of the day preceding the Acceleration Date for such Class); or

(2) if the Issuer has not made an Issuer Collateral Posting Election, to pay each related Seller any amounts due and payable by the Grantor to each related Seller pursuant to the Repurchase Transactions related to each Class in such Shared Collateral Class Group; and

(C) *third*, the remaining amount, if any, to the LLP Master Account.

In connection with any disposal of some or all of the European System Class Collateral for a European System Directing Investor Class: (i) to the extent such disposal is for cash, the Security Trustee shall apply the European System Net Cash Proceeds arising from such disposal in the order of priority set out in the Security Agreement

(English Law); and (ii) to the extent such disposal is not for cash, the Security Trustee shall reduce the Payment Amounts due to the Holder of each related Class pursuant to the LLP Undertaking by an amount equal to the Market Value (calculated in accordance with the Repurchase Agreement to which such European System Class Collateral relates or if there is a more recent Credit Support Deed to which European System Class Collateral relates, in accordance with that Credit Support Deed, or, if applicable, as determined pursuant to the auction process described above under "Qualified Directing Investors") of the portion of the European System Class Collateral that is the subject of such disposal, such Market Value to be as determined by the applicable Custodian as of the close of business on the Business Day prior to such disposal; provided that, to the extent that (x) such Market Value of the portion of the European System Class Collateral that is the subject of such disposal exceeds (y) the Payment Amounts due to the Holder of each related Class pursuant to the LLP Undertaking, the Security Trustee will require such Holder to remit to the Security Trustee (for application under and in accordance with the Security Agreement (English Law)) an amount in immediately available funds equal to such difference prior to delivery of such European System Class Collateral.

The parties intend that any amounts or assets realised as a result of the title transfer under the Security Agreement (English Law) or the security interests created in the Security Agreement (English Law) of or over the European System Intangible Collateral shall support the realisation or recovery of the relevant European System Class Collateral rather than being separately allocated. Accordingly for the purposes of the Security Agreement (English Law) such amounts or assets shall be treated by the Security Trustee as realisations from and in respect of the relevant European System Class Collateral.

If adequate records have not been maintained in order to identify (including by tracing and application of equitable principles) to the Security Trustee's satisfaction the Collateral Accounts and/or Escrow Account to which funds in the Series Operating Account and the Note Payment Account (or any funds provided to the Seller or Custodian on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions) should be allocated then, in connection with the allocation of proceeds pursuant to the Security Agreement (English Law), the affected European System Secured Creditors (being the European System Secured Creditors in respect of the potentially relevant Classes) will be deemed to have directed the Security Trustee to allocate all funds then on deposit in the applicable Series Operating Account (or any funds provided to the Seller or Custodian on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions) to the Escrow Account for each potentially relevant Class, pro rata according to the respective amounts owed to such Classes pursuant to the LLP Undertaking, and thereafter to treat the same as European System Class Collateral.

Application of European System Class Collateral following a Repurchase Event of Default of LLP

With respect to each Class of the Global Collateralised Medium Term Note Series as to which a Repurchase Event of Default has occurred where the LLP is the defaulting party, following the exercise of remedies by the related Seller, the Security Trustee will be permitted to return the European System Class Collateral to such Seller against payment by such Seller of the associated Repurchase Price in immediately available funds (which funds will be deposited by the Security Trustee into each related Collateral Account and/or the Escrow Account for each such Class). On each date that amounts become due to the Noteholders of each such Class pursuant to the LLP Undertaking, the Security Trustee will withdraw or direct the withdrawal of the applicable funds representing the European System Class Collateral from each Collateral Account for such Class and/or the Escrow Account, and apply the funds to make the following payments in the following order of priority, with no application to be made to the LLP Master Account under sub-clause (b) below until all actual or contingent liabilities under the LLP Undertaking to the Holders of such Class in respect of Payment Amounts have been satisfied in full: (a) *first*, (x) subject to clause (y) below, *pro rata* according to the respective amounts thereof, in or towards satisfaction of any amounts due to the Holders of each such Class pursuant to the LLP Undertaking or (y) if such Class is a member of a Shared Collateral Class Group and an Acceleration Event has occurred with respect to such Class, pro rata according to the Dollar Equivalent (based on the spot rate as of the European System Acceleration Date as determined by the applicable Custodian in accordance with the standard procedures established by such Custodian) of the Payment Amounts (as of the Acceleration Date) owing to each Holder, in or towards satisfaction of any amounts due to the Noteholders of each such Class pursuant to the LLP Undertaking; and (b) *second*, the remaining amount, if any, to the LLP Master Account.

Limitations on Liability

Without limiting the terms of the Security Agreement (English Law), the Security Trustee will not be liable for any action taken by it under or in connection with any Transaction Document, unless directly caused by its gross

negligence or wilful misconduct. No Party may take any proceedings against any officer, employee or agent of the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document. Any officer, employee or agent of the Security Trustee may rely on the Security Agreement (English Law). The Security Trustee will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Transaction Documents to be paid by the Security Trustee if the Security Trustee has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Security Trustee for that purpose. The Security Trustee will not be under any obligation to insure any of the Collateral or any certificate, note, bond or other evidence in respect of any of them or to require any other person to maintain that insurance and shall not be responsible for any Losses which may be suffered as a result of the lack or inadequacy of that insurance. The Security Trustee shall not be responsible for any Losses occasioned to the Collateral, however caused, by the LLP or any other person by any act or omission on the part of any person (including any bank, broker, depository, warehouseman or other intermediary or any clearing system or the operator of it), or otherwise, unless those Losses are occasioned by the Security Trustee's own gross negligence or wilful misconduct. In particular the Security Trustee will not be responsible for any Losses which may be suffered as a result of any assets comprised in the Collateral, or any deeds or documents of title to it, being uninsured or inadequately insured or being held by it or by or to the order of any custodian or by clearing organisations or their operators or by any person on behalf of the Security Trustee.

The Security Trustee will have no responsibility to the LLP as regards any deficiency which might arise because the LLP is subject to any tax in respect of the Collateral or any income or any proceeds from or of it. The Security Trustee will not be liable for any failure, omission or defect in giving notice of, registering or filing, or procuring registration or filing of, or otherwise protecting or perfecting, the security constituted over the Security Interest Collateral. The powers conferred on the Security Trustee in the Security Agreement (English Law) are solely to protect its interest in the Collateral and will not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession or control, the accounting for moneys actually received by it pursuant to the Security Agreement (English Law) and the performance of its express obligations under such Agreement, the Security Trustee will have no duty as to any such Collateral, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any such Collateral. For the avoidance of doubt, neither the Security Trustee nor any of its affiliates, directors, officers, shareholders, employees or agents will be liable for failure to take or delay in taking action under the Security Agreement (English Law) except to the extent such delay or failure arises from the fraud, gross negligence or willful misconduct of the Security Trustee, or will be under any obligation to sell or otherwise Dispose of any Collateral except as set out expressly in th Security Agreement (English Law). If the LLP fails to perform any obligation contained in the Security Agreement (English Law), the Security Trustee may itself perform, or cause performance of, such obligation, and the expenses of the Security Trustee incurred in connection therewith will be payable by the LLP.

Without limiting the terms of the Security Agreement (English Law), in the event that the Security Trustee is rendered unable to carry out its obligations resulting from acts beyond its control that significantly and adversely affect the Security Trustee's ability to perform under the Security Agreement (English Law) by electricity power-cuts, computer software, hardware or system failure, strikes, lockouts, sit-ins, industrial disturbances (other than strikes, lock-outs, sit-ins and industrial disturbances which are specific to the Security Trustee lasting more than 30 days), earthquakes, storms, fire, flood, acts of God, insurrections, riots, epidemics, war, civil disturbances, governmental directions or regulations, or any other circumstances beyond its control, the Security Trustee will not be liable for any failure to carry out its obligations under the Security Agreement (English Law) which are affected by the event in question and, for so long as such circumstances continue, will be relieved of its obligations under the Security Agreement (English Law) which are affected by the event in question without liability provided that the terms of the Security Agreement (English Law) will not apply if any such event arose, as a result of the fraud, gross negligence or willful default of the Security Trustee, as applicable. The Security Trustee will, notwithstanding that it is relieved from its obligations pursuant to the Security Agreement (English Law), take reasonable steps available to if (if any) to procure that such event in relation to it ceases to exist and take reasonable practical steps to minimise any loss resulting from any such event.

The Security Trustee may accept and conclusively rely and will be fully protected in acting or refraining from acting upon all accounting, custodial and servicing records and other documentation provided to the Security Trustee, including, those documents and records provided to the Security Trustee by or at the direction of any Custodian, including documents prepared or maintained by any Issuer, any originator, or previous servicer or custodian, or any party providing services related to the Collateral (collectively "**Third Party**"). The Security Trustee will have no duty, responsibility, obligation or liability (collectively "**Liability**") for the acts or omissions

of any such Third Party. If any error, inaccuracy or omission (collectively "**Error**") exists in any information provided to the Security Trustee and such Errors cause or materially contribute to the Security Trustee making or continuing any Error (collectively "**Continuing Errors**"), the Security Trustee will have no liability for such Continuing Errors; provided, however, that this provision will not protect the Security Trustee against any liability which would otherwise be imposed by reason of willful misconduct, fraud or gross negligence in correcting any Error or in the performance of its duties contemplated herein. In the event the Security Trustee becomes aware of Errors and/or Continuing Errors which, in the opinion of the Security Trustee, impair its ability to perform its services hereunder, the Security Trustee will promptly notify the Custodian of such Errors and/or Continuing Errors. The Security Trustee will discuss such Errors with the Custodian, and the Custodian and the Security Trustee will use their reasonable efforts to correct such Errors. If after such discussion such Errors are not promptly corrected, the Security Trustee may undertake to reconstruct any data or records appropriate to correct such Errors and/or Continuing Errors and to prevent future Continuing Errors. The LLP will not give, and the Security Trustee will not be liable for not following, any instruction which the Security Trustee reasonably determines would be reasonably likely to cause a violation of the Restricted Securities Collateral Protocol. The Security Trustee will not be obliged to monitor if the LLP is a Permitted Restricted Securities Collateral Holder or be responsible for, and will incur no liability for the failure of the LLP to be a Permitted Restricted Collateral Holder. Notwithstanding anything to the contrary set forth herein or in any Transaction Document to the contrary, the Security Trustee will not be liable for any action reasonably taken or omitted to be taken by it in an effort to comply with the Restricted Securities Collateral Protocol, including without limitation, any action reasonably taken or omitted to be taken by it in connection with the disposition of any Restricted Securities Collateral pursuant to the Security Agreement (English Law) or the Restricted Collateral Disposition Agreement; provided that the terms of the Security Agreement (English Law) will not apply if any such event arose, as a result of the fraud, gross negligence or wilful default of the Security Trustee, as applicable.

There is no fiduciary or agency relationship between the Security Trustee and the Restricted Collateral Disposition Administrator, the Security Trustee will have no responsibility to monitor or supervise the performance by the Restricted Collateral Disposition Administrator of its obligations. Nothing in the Security Agreement (English Law) or the Restricted Collateral Disposition Agreement is intended to or shall constitute the Restricted Collateral Disposition Administrator as the agent or delegate of the Security Trustee or the Security Trustee the agent or delegate of the Restricted Collateral Disposition Administrator. The Security Trustee will not be responsible and will incur no liability to any person in relation to any action or inaction taken pursuant to or any failure by the Restricted Collateral Disposition Administrator to perform its duties under the Security Agreement (English Law) or the Restricted Collateral Disposition Agreement. In no event will the Security Trustee be required to perform or procure the performance of any obligations of the Restricted Collateral Disposition Administrator. At any time after the occurrence of an Acceleration Event, in relation to any Class the Collateral for which includes Restricted Securities Collateral, the Security Trustee will only act in relation to such Class in accordance with the instructions of the Restricted Collateral Disposition Administrator given in accordance with the Security Agreement (English Law) and the Restricted Collateral Disposition Agreement and upon which the Security Trustee will be entitled to rely without further enquiry or investigation, and the Security Trustee will incur no liability to any person by reason thereof or for not acting in the absence of any such instructions, or for any delay in obtaining any instructions; provided that the terms of the Security Agreement (English Law) will not apply if any such event arose, as a result of the fraud, gross negligence or wilful default of the Security Trustee, as applicable. In relation to any Class the Collateral for which includes Restricted Securities Collateral, the Security Trustee will not liable to any person by reason of having acted upon any Qualified Instructions or other instructions of the Noteholders even though subsequent to its acting it may be found that there was some defect in such instruction. In relation to any Class the Collateral for which includes Restricted Securities Collateral, the Security Trustee will be entitled to rely on any Directing Investor Notice and will accept the election and confirmation of status as a Permitted Restricted Securities Collateral Holder of any Qualified Directing Investor contained therein without enquiry, responsibility or liability to any person.

Notwithstanding any other provision of any Transaction Document in no event will the Security Trustee be under any obligation to hold any Restricted Securities Collateral itself other than any Relevant Transferred Securities Collateral (excluding any Restricted Transferable Rights and, for the avoidance of doubt, the Security Trustee will have no power or right to exercise or procure the exercise of the Restricted Rights at any time and under any circumstances). The Security Trustee makes no representations as to the validity of the structure of the appointment of the Restricted Collateral Disposition Administrator to hold and exercise the Restricted Rights, and the Security Trustee will incur no liability for the consequences thereof (including without limitation the impact thereof on the validity or enforceability of the security created under the Security Agreement (English Law) or the value or effectiveness thereof or the transferability of any Restricted Securities Collateral or otherwise). Notwithstanding anything to the contrary in the Transaction Documents, the Security Trustee will not be bound

to take any steps, action or proceeding under the Security Agreement (English Law) or the Restricted Collateral Disposition Agreement if the Security Trustee reasonably determines that the same would be reasonably likely to expose the Security Trustee to any liability against which the Security Trustee has not been indemnified and/or secured and/or prefunded to its satisfaction. Notwithstanding anything else contained in the Security Agreement (English Law), in relation to any Class the Collateral for which includes Restricted Securities Collateral, the Security Trustee may refrain without liability from taking any action or doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America, the European Union or, in each case, any jurisdiction forming a part of it and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability take any action or do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

Removal or Resignation of Security Trustee

The Security Trustee may resign upon 90 days' prior written notice to the LLP and the Administrator. A notice of resignation will only take effect upon the appointment of a successor Security Trustee in accordance with the terms of the Security Agreement (English Law). The Security Trustee may be removed for any of the following causes upon at least 90 days' prior written notice by the LLP or the Administrator: (a) a material adverse change in the business and operations of the Security Trustee has occurred and is continuing, such that as a result of such change, the Security Trustee no longer has the capacity or the competence to perform its obligations as Security Trustee; (b) the Security Trustee wilfully violates or wilfully breaches any provision of any of the Transaction Documents applicable to the Security Trustee; (c) the Security Trustee breaches in any material respect any provision of any of the Transaction Documents applicable to the Security Trustee, which breach if capable of being cured, is not cured within 30 days of the Security Trustee becoming aware of, or receiving notice from the LLP or the Administrator of, such breach; (d) the failure of any representation, warranty, certification or statement made or delivered by the Security Trustee in or pursuant to any of the Transaction Documents to be correct in any material respect when made and no correction is made for a period of 45 days after the Security Trustee becoming aware of, or its receipt of notice from the LLP or the Administrator of, such failure; (e) the Security Trustee is wound up or dissolved or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Security Trustee (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Security Trustee or of any substantial part of its properties or assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced without such authorisation, consent or application against the Security Trustee and continue undismissed for 60 days or any such appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Security Trustee without such authorisation, application or consent and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days; or (f) the criminal indictment of the Security Trustee for the occurrence of an act by the Security Trustee that constitutes fraud or criminal activity in the performance of its obligations under any of the Transaction Documents applicable to the Security Trustee, as determined by a final adjudication by a court of competent jurisdiction or the indictment for criminal prosecution of any senior officer of the Security Trustee for a criminal offense materially related to its obligations under the Security Agreement (English Law). Such removal will only take effect upon the appointment and acceptance of a successor Security Trustee in accordance with the terms of the Security Agreement (English Law).

No institution will be eligible to serve as a successor Security Trustee unless it: (a) is not an affiliate of the outgoing Security Trustee; (b) is legally qualified and has the capacity to act as Security Trustee under the Security Agreement (English Law) and under the terms of the other Transaction Documents; and (c) has a combined capital and surplus of at least US $200,000,000, a short term debt rated at least "P-1" by Moody's and at least "A-1" by S&P and a long term debt rated at least "Baa1" by Moody's and at least "BBB+" by S&P.

In addition, The Bank of New York Mellon has the right to resign, although it is not required to, as Security Trustee, without regard to any notice requirement set forth in the Security Agreement (English Law) but subject

to the appointment of a successor Security Trustee and the satisfaction of certain other conditions, if its appointment as a Custodian is terminated.

Governing Law

The Security Agreement (English Law) shall be governed by English law.

Restricted Securities Collateral Protocol

Pursuant to the Visa Charter, all Class B common stock has been redesignated by Visa Inc. as Class B 1 common stock, par value $0.0001 per share. The Visa Charter authorises an exchange offer program that provides holders of Class B-1 common stock the opportunity to exchange such Class B-1 common stock for one half of a newly issued share of Class B-2 common stock and newly issued shares of Class C common stock. The Visa Charter authorises further such exchange offers where Class B-2 common stock, Class B-3 common stock and Class B-4 common stock (the "**Class B-X Common Stock**" for purposes of any such exchange offer) will be exchangeable for Class B-3 common stock, Class B-4 common stock and Class B-5 common stock (the "**Class B-Y Common Stock**" for purposes of any such exchange offer) and Class C common stock, respectively. The Class B-1 common stock, Class B-2 common stock and any subsequent Class B-X common stock or Class B-Y common stock is hereinafter referred to as "**Visa B Common Stock**."

With respect to any Visa B Common Stock, the Restricted Securities Collateral Protocol prohibits Transfer to any Applicable Person other than:

(a) to a Transferee that is a holder of Visa B Common Stock or is an Affiliate of a holder of Visa B Common Stock, pursuant to Section 4.25(a)(iv) of the Certificate of Incorporation of Visa Inc. and in accordance with a Transfer Letter; or

(b) to a Transferee that is an Affiliate of the Transferor, pursuant to Section 4.25(a)(v) of the Certificate of Incorporation of Visa Inc. and in accordance with a Transfer Letter,

at any time prior to the "Escrow Termination Date" (as defined in the Certificate of Incorporation of Visa Inc.).

For purposes of the Restricted Securities Collateral Protocol applicable to Visa B Common Stock, capitalised terms have the meaning attributed to such term in the Certificate of Incorporation of Visa Inc. as in effect from time to time which, under the Eighth Amended and Restated Certificate of Incorporation of Visa Inc. as filed with the Secretary of State of Delaware on 24 January 2024, will provide as follows:

"**Affiliate**" has the meaning assigned to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"**Applicable** Person" shall mean an individual, corporation, partnership, limited liability company, estate, trust, common or collective fund, association, private foundation, joint stock company or other entity and includes a group as that term is used for purposes of Section 13(d)(3) of the Exchange Act.

"**Beneficial Owner**" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act (or any successor rules), except that in calculating the beneficial ownership of any particular Applicable Person, for purposes solely of the Certificate of Incorporation of Visa Inc., and not for purposes of such rules, (a) such Applicable Person will be deemed to have beneficial ownership of all securities that such Applicable Person has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition and (b) such Applicable Person will be deemed to have beneficial ownership of any shares of Visa A Common Stock issuable upon conversion of any shares of Class B Common Stock and/or Class C Common Stock beneficially owned by such Applicable Person only for purposes of Section 4.24(b)(ii) of the Certificate of Incorporation of Visa Inc. and not for purposes of any

other section thereof. The terms "Beneficially Owns," "Beneficial Ownership" and "Beneficially Owned" each have a corresponding meaning.

"**Certificate of Incorporation of Visa Inc.**" means the Eighth Amended and Restated Certificate of Incorporation of Visa Inc. as filed with the Secretary of State of Delaware on 24 January 2024, as amended or restated from time to time.

"**Class B X Common Stock**" is used as defined in the Certificate of Incorporation of Visa Inc.

"**Class B X Exchange Offer**" has the meaning given in the Certificate of Incorporation of Visa Inc.

"**Class B Y Common Stock**" is used as defined in the Certificate of Incorporation of Visa Inc.

"**Common Stock**" is used as defined in the Certificate of Incorporation of Visa Inc.

"**Control**" has the meaning assigned to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"**Exchange Act**" shall mean the U.S. Securities Exchange Act of 1934, as amended (or any successor legislation).

"**Transfer**" means any issuance, sale, transfer, gift, assignment, distribution, devise or other disposition, directly or indirectly, by operation of law or otherwise, as well as any other event that causes any Applicable Person to acquire Beneficial Ownership, or any agreement to take any such actions or cause any such events, of Visa B Common Stock or other Common Stock or the right to vote Visa B Common Stock or other Common Stock, including (a) the granting or exercise of any option (or any disposition of any option), (b) any disposition of any securities or rights convertible into or exchangeable for Visa B Common Stock or other Common Stock or any interest in Visa B Common Stock or other Common Stock or any exercise of any such conversion of exchange right and (c) transfers of interests in other entities that result in changes of ownership of Visa B Common Stock or other Common Stock, in each case, whether voluntary or involuntary, whether owned of record, or Beneficially Owned and whether by merger, operation of law or otherwise; provided, however, that the mere change of Control of any Applicable Person, the equity securities of which are publicly traded, shall not, in and of itself, constitute a Transfer unless a purpose of such change of Control is to acquire ownership of Visa B Common Stock or other Common Stock in excess of the ownership restrictions set forth in Section 4.24 of the Certificate of Incorporation of Visa Inc. The terms "Transferring," "Transferred," "Transferee," and "Transferor" each have a correlative meaning.

"Visa Inc." means Visa Inc., a Delaware corporation.

The Security Agreement (New York Law)

Pursuant to the Security Agreement (New York Law), the LLP, as grantor, grants to the Collateral Agent:

(a) for the benefit of the US System Secured Creditors, a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising and located in a United States triparty system (all of which being hereinafter collectively referred to as the "**US System Class Collateral**" with respect to such Class): (i) each Collateral Account related to such Class and the Escrow Account, including all securities, cash or other property from time to time credited thereto or carried therein (the "**US System Securities Collateral**" for such Class); (ii) the funds from time to time credited to or carried in the Series Operating Account that are related to such Class and relate to US System Securities Collateral; (iii) the cash and Eligible Securities transferred by the Issuer as additional US System Securities Collateral for such Class, in accordance with any Credit Support Deed; and (iv) all supporting obligations and all proceeds of the foregoing.

(b) for the benefit of each of the Holders of each Class a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising located in the United States (all of which being hereinafter collectively referred to as the "**US System Intangible Collateral**" with respect to the Global Collateralised Medium Term Notes): (i) the rights of the LLP that are related to such Class in respect of US System Class Collateral and US System Securities Collateral, under the applicable Repurchase Agreement and each of the other Transaction Documents to the extent related to the Global Collateralised

Medium Term Notes, and (ii) all supporting obligations and all proceeds of the foregoing that are related to such Class.

(c) for the benefit of each of the Holders of each Class in respect of whom funds are being carried in or credited to the Series Operating Account, but which funds are not identifiable as relating to any particular such Class (the "**US System Secured Creditors**") related to the Global Collateralised Medium Term Notes, a lien on and security interest in all the LLP's right, title and interest in, to and under the funds from time to time credited to or carried in the Series Operating Account or the Note Payment Account that are not identifiable as being related to any particular Class, or any Collateral Accounts or the Escrow Account that for any reason are not identifiable as being related to any particular Class, together with all supporting obligations and all proceeds of the foregoing, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "**US System Unallocated Collateral**", and together with the US System Class Collateral and the US System Intangible Collateral, the "**US System Collateral**", with respect to the Global Collateralised Medium Term Notes).

The security interests in the US System Class Collateral created pursuant to the Security Agreement (New York Law) secure, and the US System Class Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Payment Amounts owing by the LLP to the US System Secured Creditors, arising under the LLP Undertaking (with respect to the related Class, the "**US System Secured Obligations**"). The security interests in the US System Intangible Collateral created pursuant to the Security Agreement (New York Law) secure, and the US System Intangible Collateral is additional collateral security for, all Secured Obligations owing by the LLP to the US System Secured Creditors.

By its purchase of a Note, each Noteholder will be deemed to have agreed and acknowledged that: (a) the US System Class Collateral will be allocated and credited to each Collateral Account related to the related Class pursuant to the related Repurchase Transactions, the related Custodial Agreements and the Collateral Administration Agreement, and may be moved from each Collateral Account related to such Class to the Escrow Account related to such Class following an Acceleration Event; (b) such allocation of the US System Class Collateral will constitute the preferential right of the Noteholders of the related Class in such US System Class Collateral to be paid with or from the proceeds of such US System Class Collateral pursuant to the Security Agreement (New York Law), and in accordance with the applicable Priority of Payments for such Class; (c) the establishment of a Collateral Account for each Class and the Escrow Account and the allocation of the US System Class Collateral thereto pursuant to the related Repurchase Transactions, the related Custodial Agreements and the Collateral Administration Agreement, will not impair the validity or perfection of the security interest granted to the Collateral Agent by the Security Agreement (New York Law); (d) the rights to repayment or satisfaction of amounts due to the Noteholders of such Class with respect to the LLP Undertaking, will be satisfied solely from the US System Class Collateral for such Class and not from the US System Class Collateral allocated to any other Classes; and (e) although the benefit of the US System Unallocated Collateral is to be shared by the US System Secured Creditors without distinction as to Class, all property realised as proceeds of the granted security interests in the US System Class Collateral and US System Intangible Collateral will be allocated by the Collateral Agent as US System Class Collateral segregated for the benefit of the US System Secured Creditors of each applicable Class, and not as a general pool for all US System Secured Creditors.

The Collateral Agent will maintain records and allocate funds in the Series Operating Account to each applicable Collateral Account and/or Escrow Account. If the Collateral Agent does not maintain a method of tracing, including application of equitable principles, that is permitted under law other than Article 9 of the Uniform Commercial Code for the State of New York, with respect to commingled property of the type credited to or carried in the Series Operating Account, then in connection with the exercise of remedies pursuant to the Security Agreement (New York Law), the Affected Secured Creditors will be deemed to have directed the Collateral Agent to allocate all funds then on deposit in the Series Operating Account to the Escrow Account for each related Class, *pro rata* according to the respective amounts owed to such Classes pursuant to the LLP Undertaking, and thereafter treat such funds as US System Class Collateral segregated for the benefit of the US System Secured Creditors of each applicable Class.

Establishment of Accounts

Within two (2) Business Days of its receipt of notice from the Administrator that the Issuer is proposing to issue a new Class pursuant to the Administration Agreement, the LLP will establish with the Collateral Agent (in respect

of the applicable Custodial Agreement with The Bank of New York Mellon), or with the applicable Custodian (in respect of any other Custodial Agreement) in accordance with the terms of the applicable Securities Account Control Agreement (as defined herein), and thereafter maintain, one or more segregated, non-interest bearing securities account (the "**Collateral Account (New York)**" for such Class). US System Securities Collateral will be maintained by the Collateral Agent in the Collateral Account of the related Class at all times prior to an Acceleration Event for such Class. At any time the Collateral Agent so requests, the LLP will establish with the Collateral Agent, and thereafter maintain, a segregated, non-interest bearing trust account in respect of all Classes which have a Collateral Account (New York) with BNYM Custodian (the "**Escrow Account (New York)**"). The US System Class Collateral may be deposited therein in accordance with the Security Agreement (New York Law) to facilitate dispositions thereof. Each Collateral Account (New York) and the Escrow Account (New York) will, upon its establishment, be subject to (a) the securities account control agreement entered into by the LLP, the Collateral Agent and The Bank of New York Mellon, as securities intermediary, dated on or about the First Amendment Closing Date, (b) the control and custody agreement entered into by the LLP, The Bank of New York Mellon, as secured party, and JPMorgan Chase Bank, National Association, as custodian, dated on or about the First Amendment Closing Date (with respect to BCI as a Seller) and (c) the control and custody agreement entered into by the LLP, The Bank of New York Mellon, as secured party, and JPMorgan Chase Bank, National Association, as custodian, dated on or about the First Amendment Closing Date (with respect to Barclays as a Seller) (each, a "**Securities Account Control Agreement**"). The designation of any Collateral Account (New York) or the Escrow Account (New York) will be altered as directed by the LLP, if and to the extent that such alteration is necessary to clearly identify the particular Class to which each such Collateral Account (New York) or the Escrow Account (New York) relates.

In the event that the Issuer makes an Issuer Collateral Posting Election pursuant to the terms of the applicable Credit Support Deed, the LLP will establish with the Collateral Agent, and thereafter maintain, a segregated custodial account in respect of each Class, and such account, in addition to the account established for such Class as described in the immediately preceding paragraph, shall thereafter also be deemed to be part of the "Collateral Account" with respect to such Class. See "*Summary of the Transaction Documents—The Credit Support Deed*".

Permitted Dispositions

Subject to the terms of the Security Agreement (New York Law), neither the LLP nor any of its agents will dispose, sell, transfer, assign, pledge or otherwise convey all or any part of the Collateral, except: (a) the pledge to the Collateral Agent under the Security Agreement (New York Law); (b) prior to the occurrence of an Acceleration Event, the sale and repurchase of US System Securities Collateral for such Class consisting of Purchased Securities, and/or the return of Additional Purchased Securities and Income to the applicable Seller, pursuant to and in accordance with the related Repurchase Transactions, the related Custodial Agreements and the Collateral Administration Agreement, *provided that*, if such transfers of Purchased Securities, Additional Purchased Securities, and/or Income occur as a result of the acceleration and early close-out of the Repurchase Transactions following the occurrence of a Repurchase Event of Default as to which the LLP is the defaulting party, the Collateral Agent will direct the applicable Custodian to hold the resulting cash proceeds in each applicable Collateral Account as US System Class Collateral for each related Class, and distribute the same in accordance with the priority of payments set forth in "*—Application of US System Class Collateral following a Repurchase Event of Default of LLP*" below; (c) prior to the occurrence of an Acceleration Event, substitutions of the related US System Securities Collateral pursuant to and in accordance with the related Repurchase Transactions, the related Custodial Agreements and the Collateral Administration Agreement; (d) prior to the occurrence of an Acceleration Event, if a Credit Support Deed has been entered into and an Issuer Collateral Posting Election has been made, the return of the related Posted Collateral and Income to the Issuer in accordance with the applicable Credit Support Deed, and, upon repayment of the related Class, delivery of any remaining US System Class Collateral to the Issuer in repayment of the Advance under the Intercompany Loan related to such Class; and (e) prior to the occurrence of a Repurchase Event of Default with respect to the Applicable Repurchase Agreement, the reallocation of Purchased Securities and Additional Purchased Securities from the Collateral Account for one Class to the Collateral Account for another Class pursuant to the related Repurchase Transactions, the related Custodial Agreements and the Collateral Administration Agreement. The excess, if any, of (i) the cash received in connection with such disposition over (ii) the sum of (A) the reasonable and customary out-of-pocket expenses incurred by the party effecting such disposition, and (B) sales, use, transfer, value-added, documentary, recording or other taxes or fees reasonably estimated to be actually payable or actually paid in connection therewith (the "**US System Net Cash Proceeds**"), will be remitted to the Collateral Account for the related Class and applied in accordance with the US System Pre-Acceleration Priority of Payments or the US System Post-Acceleration Priority of Payments for such Class, as applicable.

Enforcement following Acceleration Event

Upon the occurrence of an Acceleration Event with respect to a Class, the Collateral Agent will, on the Acceleration Date with respect to such Acceleration Event, to the extent that the Collateral Agent has received written notice or has actual knowledge thereof, give notice in writing to the Issuer and the LLP (an "**US System Acceleration Notice**") that an Acceleration Event has occurred. Upon the occurrence of such Acceleration Event, each applicable Class of Notes is and each Class will thereupon immediately become, due and repayable in an amount equal to its principal amount outstanding plus accrued interest and/or accreted discount through the Acceleration Date. The Collateral Agent will, on the Acceleration Date with respect to any Acceleration Event of which the Collateral Agent has received written notice or has actual knowledge, provide a copy of the related US System Acceleration Notice to the Administrator, each Custodian, the Collateral Administrator, and each Noteholder. Certain Noteholders may benefit from remedies in addition to or different from those set forth below. See "*—US System Qualified Directing* Investors" below. During the continuance of an Acceleration Event, the Collateral Agent may exercise in respect of the US System Class Collateral with respect to each related Class, in addition to all other rights and remedies provided for in the Security Agreement (New York Law) or otherwise available to it at law or in equity, all the rights and remedies of a secured creditor under the Uniform Commercial Code, as it is in effect from time to time in the State of New York (the "**UCC**"), (whether or not the UCC applies to the affected US System Class Collateral) to collect, enforce or satisfy any Secured Obligations related to such Class then owing, whether by acceleration or otherwise, and also may, without notice except as specified below or under the UCC or other applicable law, following delivery of the notice required pursuant to the Security Agreement (New York Law), sell or assign such US System Class Collateral or any part thereof in one or more parcels at public or private sale, at all or any part of the Collateral Agent's offices or elsewhere, for cash, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable, and in respect of the US System Intangible Collateral, in addition to all other rights and remedies provided for in the Security Agreement (New York Law) or otherwise available to it at law or in equity, all the rights and remedies of a secured creditor under the UCC (whether or not the UCC applies to the US System Intangible Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise.

Any Secured Creditor may be the purchaser of all or any part of the Collateral at any public or private sale in accordance with the UCC and other applicable law and, with prior notice to the Collateral Agent, any such Secured Creditor will be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of such Collateral sold at any such sale made in accordance with the UCC, to use and apply its proportionate share any of the Secured Obligations (which may be limited, with respect to such Secured Creditor, to related Secured Obligations) as a credit on account of the purchase price for any such Collateral payable by such Secured Creditor at such sale. Each purchaser at any such sale will hold the property sold absolutely free from any claim or right on the part of the LLP, and the LLP has waived (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent will not be obligated to conduct any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The LLP waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations related to the applicable Class, the LLP will not be liable for the deficiency. In connection with any public or private sale of Collateral, the Collateral Agent may appoint one or more brokers, investment bankers, consultants, legal advisors, affiliates, liquidation agents or other professionals and the costs and expenses of any such brokers, investment bankers, affiliates, consultants, legal advisors, liquidation agents and other professionals will be paid from the proceeds of the sale of such Collateral. Any such appointment by the Collateral Agent will be conclusive and binding on all US System Secured Creditors, but will not relieve the Collateral Agent of its obligations to fulfil its duties under the Security Agreement (New York Law).

In connection with the exercise of remedies with respect to any US System Class Collateral pursuant to the Security Agreement (New York Law), the Collateral Agent will seek that all US System Class Collateral then in the Series Operating Account or the Note Payment Account be identified as US System Class Collateral and allocated to the related Escrow Account for disposition in accordance with the Security Agreement (New York Law), and be permitted to move any US System Class Collateral from the related Collateral Account to the related Escrow Account, at such times, in such amounts and by such methods as it may deem appropriate, necessary or

conducive to the exercise of its powers and discharge of its duties under the Security Agreement (New York Law); and retain (at its own cost and not in duplication of liquidation expenses) and rely upon advisory services provided by the Collateral Administrator, *provided that* such retention and reliance will not relieve the Collateral Agent from the performance of its duties and obligations as set forth in the Security Agreement (New York Law) and the other Transaction Documents.

By reason of certain prohibitions contained under applicable law, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral conducted without prior registration or qualification of such Collateral under such securities laws, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof and meet any applicable selling restrictions under any applicable law with respect thereto. Any such private sale may be at prices and on terms less favourable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement, prospectus, or similar document under applicable securities laws) and, notwithstanding such circumstances, any such private sale will be deemed to have been made in a commercially reasonable manner and the Collateral Agent will have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under applicable securities laws, even if such issuer would, or should, agree to so register it.

The Collateral Agent and its agents will conduct any sale under the Security Agreement (New York Law) in accordance with the procedures set forth in the Security Agreement (New York Law), and in the case of a public sale the UCC. Except as required by applicable law, any sale of Collateral by the Collateral Agent and its agents may be made without assuming any credit risk. The Collateral Agent, in connection with any exercise of any of its rights or remedies, may exercise the same without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the LLP or any other person (all and each of which demands, presentment, protect, advertisements or notices have been waived). The Collateral Agent and its agents may sell Collateral in one or more lots, and to one or more purchasers. The Collateral Agent and its agents will conduct any sale on a "where is, as is" basis, without any representations and warranties relating to title, possession, quiet enjoyment or the like, express or implied. Any process undertaken by the Collateral Agent in accordance with the terms of the Security Agreement (New York Law) (to the extent permitted by applicable law) is deemed "reasonable." In addition, any timing requirements in connection with any Collateral, sale or bid process will be extended to the extent necessary or appropriate to comply with applicable law or otherwise operationally or administratively necessary.

Only the Collateral Agent may pursue the remedies available under the general law or under the Security Agreement (New York Law) to enforce the security interest set forth therein with respect to any Collateral and no other party nor any of the Noteholders will be entitled to proceed directly against the LLP to enforce any such security interest.

US System Qualified Directing Investors

"**US System Directing Investor Class**" means a Class of Notes as to which a US System Directing Investor Notice is delivered to the Collateral Agent. A US System Qualified Directing Investor Class will be eligible for certain remedies following an Acceleration Event different from those of Classes that are not US System Directing Investor Classes. "**US System Qualified Directing Investor**" means, as of any date of determination, a Noteholder that provides a US System Directing Investor Notice (or any two or more Noteholders that together provide a US System Directing Investor Notice) to the Collateral Agent, with respect to a Class that is wholly owned by such Noteholder (or Noteholders).

A "**Permitted Restricted Securities Collateral Holder**" is an eligible transferee under the Restricted Securities Collateral Protocol.

Each Noteholder of a US System Directing Investor Class, or an authorised Affiliate thereof, may, no later than 6:00 p.m. (New York time) on the fifth (5th) Business Day after an Acceleration Event, provide to the Collateral Agent by facsimile, overnight courier service, telecopier, certified or registered post, by hand or by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Collateral Agent, a duly completed and executed US System Directing Investor Notice (the "**US System Directing Investor Notice**"), substantially in the form of the corresponding exhibit attached to the Security Agreement (New York Law). The form may be obtained from the Administrator or the Collateral Agent. If the Final Terms for a

Class contains an indicator that such Class is not a US System Directing Investor Class, such indicator shall control, and any US System Directing Investor Notice received in respect of such Class will be deemed to be ineffective and disregarded by the Collateral Agent.

With respect to each Class which is a US System Directing Investor Class, the related US System Qualified Directing Investor will be entitled to give instructions that comply with the provisions set forth below (such instructions, "**US System Qualified Instructions**") to the Collateral Agent with respect to the disposition of the related US System Class Collateral, and the Collateral Agent will accept and promptly act upon all US System Qualified Instructions with respect to the disposition of the US System Class Collateral related to each such Class.

After the occurrence of an Acceleration Event and delivery of a satisfactory US System Directing Investor Notice, subject to the immediately succeeding paragraph, US System Qualified Directing Investors may give the Collateral Agent any or all of the following disposition instructions with respect to the US System Class Collateral for each related US System Directing Investor Class in respect of which they are acting: (a) that some or all of the US System Class Collateral be sold by the Collateral Agent pursuant to collateral sales conducted in accordance with the Security Agreement (New York Law) for the best price offered to the Collateral Agent for such US System Class Collateral, with or without instructions as to the specific timing of such sales, or the markets or processes to be employed; (b) that some or all of the US System Class Collateral be sold to named purchasers, with or without instructions as to the purchase price therefor; (c) that some or all of the US System Class Collateral be delivered to the US System Qualified Directing Investor or its nominee Affiliate in kind, *provided that* the US System Qualified Directing Investor must comply with all applicable securities laws and ensure (and satisfy the Collateral Agent) that any such delivery will be in compliance therewith; (d) that some or all of the US System Class Collateral be maintained by the Collateral Agent in the related Escrow Account(s) pending further instructions; and/or (e) that some or all of the US System Class Collateral shall be subject to an auction or bidding process organized and conducted by the applicable US System Qualified Directing Investor (or, subject to the terms hereof, the Collateral Agent acting pursuant to the applicable US System Qualified Directing Investor's instructions and procedures), which auction or bidding process: (A) shall be arranged, structured and conducted in a manner that the US System Qualified Directing Investor deems appropriate, provided that the US System Qualified Directing Investor shall act in good faith and in a commercially reasonable manner; (B) may permit such US System Qualified Directing Investor (x) to review all submitted bids and to submit a final bid for some or all of the US System Class Collateral, which final bid, if higher, will be deemed to supersede any prior bid such US System Qualified Directing Investor may have submitted, and/or (y) to choose to reject some or all of the bids received and instead take delivery in kind of such US System Class Collateral or such portion thereof as may have been the subject of such bid; and (C) if conducted by the applicable US System Qualified Directing Investor, shall require such US System Qualified Directing Investor to report to the Collateral Agent (x) the bid prices received and the securities to which the respective bids relate, (y) which bids and amounts have been agreed and with which successful bidder and (z) which securities, if any, constituting US System Class Collateral shall not be sold to any bidder and instead shall be delivered in-kind to such US System Qualified Directing Investor (or its nominee affiliate) and, using the corresponding bids received (if any), the bid prices comprising the Bid Set Value for such securities constituting US System Class Collateral delivered in-kind to such US System Qualified Directing Investor (or its nominee affiliate), subject to the limitations set forth below.

US System Qualified Directing Investors may give the Collateral Agent instructions on any Business Day, but may not submit instructions that: (a) if implemented, would cause or result in a violation of the Security Agreement (New York Law), any other Transaction Document, or any applicable laws or any rules or regulations, including without limitation the terms of any permissive or mandatory stay imposed by a governmental authority that applies to the US System Class Collateral; (b) if implemented, would result in such US System Qualified Directing Investor receiving an aggregate amount of cash and/or value (calculated as described above) in excess of the sum of the Payment Amounts due to such US System Qualified Directing Investor in respect of all its US System Directing Investor Classes; (c) do not adequately describe the US System Class Collateral the subject of such instruction, are lacking sufficient clarity, completeness or detail, or otherwise are too vague for the Collateral Agent to understand and comply with such instructions; (d) are commercially unreasonable, whether as to timing, method, requirements, the administrative burden such instructions would place on the Collateral Agent, or for any other reason; (e) involve fraudulent action, including without limitation, transactions at an undervalue, or which involve round-trip or undisclosed consideration or which are not conducted for consideration which is fully disclosed to the Collateral Agent and which is equal to the price for the related US System Class Collateral that could be obtained from a generally recognised source or the most recent closing bid quotation from such a source; (f) would require the Collateral Agent to incur liquidation costs that cannot be recouped from the cash proceeds of sale, unless such costs are borne by the US System Qualified Directing Investor or otherwise assured to the Collateral Agent in its reasonable discretion; (g) are submitted by a method other than through the notification

features of the clearing systems utilised by the Issue and Paying Agent for the issuance and settlement of the Global Collateralised Medium Term Notes or (h) if implemented, would cause or result in a violation of the Restricted Collateral Securities Protocol.

If a US System Qualified Directing Investor that has previously delivered a US System Directing Investor Notice (x) fails to submit US System Qualified Instructions as to the applicable US System Class Collateral for a period of thirty (30) days, or (y) by the date thirty (30) days following the Acceleration Date (with such period tolled for any period that a permissive or mandatory stay prevents a disposition), fails to direct the Collateral Agent to dispose of sufficient US System Class Collateral to generate sufficient US System Net Cash Proceeds, and/or to direct the Collateral Agent to deliver to the Seller Purchased Securities, in an aggregate amount equal to the amount due and payable from the LLP to the applicable Seller pursuant to the Applicable Repurchase Agreement with respect to the Repurchase Transactions related to each US System Directing Investor Class in respect of which such US System Qualified Directing Investor is acting, the related Class will thereafter be deemed not to be a US System Directing Investor Class, and such US System Class Collateral will be sold by the Collateral Agent in accordance with the Security Agreement (New York Law), and the US System Net Cash Proceeds applied in accordance with the US System Post-Acceleration Priority of Payments for Classes other than US System Directing Investor Classes. If a US System Qualified Directing Investor submits US System Qualified Instructions, but such US System Qualified Instructions do not instruct the Collateral Agent to dispose of such applicable US System Class Collateral within six (6) months after the Acceleration Date (with such period tolled for any period that a permissive or mandatory stay prevents such disposition), then, subject to clause (b) in the immediately preceding paragraph, such US System Qualified Directing Investor must either: (i) submit a Qualified Instruction that the remaining US System Class Collateral for each US System Directing Investor Class as to which the US System Qualified Directing Investor is acting be delivered to such US System Qualified Directing Investor or its nominee Affiliate in kind, or (ii) agree with the Collateral Agent in an arrangement that comports with the paragraph immediately below. In the absence of compliance with (i) or (ii) above, the related Class will thereafter be deemed not to be a US System Directing Investor Class, and such US System Class Collateral will be sold by the Collateral Agent in accordance with the Security Agreement (New York Law), and the US System Net Cash Proceeds applied in accordance with the US System Post-Acceleration Priority of Payments for Classes other than US System Directing Investor Classes.

At any time after an Acceleration Event, a US System Qualified Directing Investor and the Collateral Agent may enter into an arrangement between themselves, with or without their Affiliates, as to removal of the related US System Class Collateral as to which the US System Qualified Directing Investor is acting from the related Escrow Accounts and the removal of each related US System Directing Investor Class from the book-entry systems on which such interests are represented. Any such arrangement will be treated as a delivery in kind of the related US System Class Collateral to the US System Qualified Directing Investor, with the result that the Collateral Agent will reduce the Payment Amounts due to the holder of each related Class in accordance with the valuation method described above.

US System Post-Acceleration Priority of Payments

Subject to compliance with any mandatory stay imposed by any governmental authority under applicable law, beginning on the date on which any Acceleration Event occurs and on each Business Day thereafter, the Collateral Agent will exercise remedies in accordance with the Security Agreement (New York Law), including without limitation, on the first Business Day following the Acceleration Date, undertaking the following actions with respect to the US System Class Collateral, and making the following payments (the "**US System Post-Acceleration Priority of Payments**"):

(a) Classes Other Than US System Directing Investor Classes. With respect to each related Class which is not a US System Directing Investor Class, the Collateral Agent will withdraw all US System Class Collateral related to each such Class from each Collateral Account and/or the Escrow Account for such Class, sell all US System Class Collateral related to each such Class in accordance with the Security Agreement (New York Law), and apply the US System Net Cash Proceeds for each related Class to make the following payments in the following order of priority:

(A) *first*, *pro rata* according to the respective amounts thereof, in or towards satisfaction of the Payment Amounts due to the Noteholders of each such Class pursuant to the LLP Undertaking;

(B) *second*,

(x) if the Issuer has pledged Collateral with respect to such Class after making an Issuer Collateral Posting Election, to the Issuer in an amount up to the aggregate Market Value of such pledged Collateral (such Market Value determined as of the day preceding the Acceleration Date for such Class); or

(y) if the Issuer has not made an Issuer Collateral Posting Election, to pay each related Seller any amounts due and payable by the LLP to the Seller pursuant to the Repurchase Transactions related to such Class; and

(C) *third*, the remaining amount, if any, to the LLP Master Account.

If any US System Class Collateral remains after satisfaction of the Payment Amount due to the Noteholder of a US System Directing Investor Class, the remaining portion of such US System Class Collateral will be sold by the Collateral Agent in accordance with the Security Agreement (New York Law) and the US System Net Cash Proceeds thereof will be applied in the following order: (A) if the Issuer has pledged Collateral with respect to such Class after making an Issuer Collateral Posting Election, to the Issuer in an amount up to the aggregate Market Value of such pledged Collateral (such Market Value determined as of the day preceding the Acceleration Date for such Class), or if the Issuer has not made an Issuer Collateral Posting Election, to pay the Seller any amounts due and payable by the LLP to the applicable Seller pursuant to the Repurchase Transactions related to such Class; and (B) the remaining amount, if any, to the LLP Master Account.

Application of US System Class Collateral following a Repurchase Event of Default of LLP

With respect to each Class of the Global Collateralised Medium Term Notes as to which a Repurchase Event of Default has occurred where the LLP is the defaulting party, following the exercise of remedies by the Seller, the Collateral Agent will be permitted to return the US System Class Collateral to the Seller against payment by the Seller of the associated Repurchase Price in immediately available funds (which funds will be deposited by the Collateral Agent into each related Collateral Account and/or the Escrow Account for each such Class). On each date that amounts become due to the Holders of each such Class pursuant to the LLP Undertaking, the Collateral Agent will withdraw (or where applicable, direct the relevant Custodian to do so) the applicable funds representing the US System Class Collateral from each Collateral Account for such Class and/or the Escrow Account for such Class, and apply the funds to make the following payments in the following order of priority, with no application to be made until all actual or contingent liabilities under the applicable LLP Undertaking to the Holders of such Class in respect of Payment Amounts have been satisfied in full: (a) *first* pro rata according to the respective amounts thereof, in or towards satisfaction of any amounts due to the Noteholders of each such Class pursuant to the applicable LLP Undertaking; and (b) *second*, the remaining amount, if any, to the LLP Master Account.

Removal or Resignation of Collateral Agent

The Collateral Agent may resign upon 90 days' prior written notice to the LLP and the Administrator. The Collateral Agent may be removed for any of the following causes upon at least 90 days' prior written notice by the LLP or the Administrator: (a) a material adverse change in the business and operations of the Collateral Agent has occurred and is continuing, such that as a result of such change, the Collateral Agent no longer has the capacity or the competence to perform its obligations as Collateral Agent; (b) the Collateral Agent wilfully violates or wilfully breaches any provision of any of the Transaction Documents applicable to the Collateral Agent; (c) the Collateral Agent breaches in any material respect any provision of any of the Transaction Documents applicable to the Collateral Agent, which breach if capable of being cured, is not cured within 30 days of the Collateral Agent becoming aware of, or receiving notice from the LLP or the Administrator of, such breach; (d) the failure of any representation, warranty, certification or statement made or delivered by the Collateral Agent in or pursuant to any of the Transaction Documents to be correct in any material respect when made and no correction is made for a period of 45 days after the Collateral Agent becoming aware of, or its receipt of notice from the LLP or the Administrator of, such failure; (e) the Collateral Agent is wound up or dissolved or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Collateral Agent (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Collateral Agent or of any substantial part of its properties or assets, or authorises such an application or

consent, or proceedings seeking such appointment are commenced without such authorisation, consent or application against the Collateral Agent and continue undismissed for 60 days or any such appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Collateral Agent without such authorisation, application or consent and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days or (f) the criminal indictment of the Collateral Agent for the occurrence of an act by the Collateral Agent that constitutes fraud or criminal activity in the performance of its obligations under any of the Transaction Documents applicable to the Collateral Agent, as determined by a final adjudication by a court of competent jurisdiction or the indictment for criminal prosecution of any senior officer of the Collateral Agent for a criminal offense materially related to its obligations under the Security Agreement (New York Law).

No institution will be eligible to serve as a successor Collateral Agent unless it: (a) is not an affiliate of the outgoing Collateral Agent; (b) is legally qualified and has the capacity to act as Collateral Agent under the Security Agreement (New York Law) and under the terms of the other Transaction Documents; and (c) has a combined capital and surplus of at least US $200,000,000, a short term debt rated at least "P-1" by Moody's and at least "A-1" by S&P and a long term debt rated at least "Baa1" by Moody's and at least "BBB+" by S&P.

In addition, if The Bank of New York Mellon is appointed as Collateral Agent, it has the right to resign as Collateral Agent, without regard to any notice requirement set forth in the Security Agreement (New York Law) but subject to the appointment of a successor Collateral Agent and the satisfaction of certain other conditions, if its appointment as the Custodian is terminated.

Amendment of GCMTN Series Documents

Subject to the below, the Administrator may at any time, without the consent or sanction of the Secured Creditors related to the affected Class(es) of Global Collateralised Medium Term Notes, consent to any action or amend or otherwise modify any of the terms of the Security Agreement (New York Law) or any other GCMTN Series Documents that is governed by New York law (a "**New York Law Amendment**"); *provided that* the Collateral Agent has received a written officer's certificate from the Administrator that such New York Law Amendment will not adversely affect in any material respect the interests of any Secured Creditor related to the affected Class(es) of Global Collateralised Medium Term Notes (an "**MAE Certificate**"). Any such New York Law Amendment may be made on such terms and subject to such conditions, if any, as the Administrator may reasonably determine necessary or appropriate. To the extent that the Administrator does not deliver an MAE Certificate with respect to any proposed New York Law Amendment, such proposed New York Law Amendment may proceed and, *provided that* the Issuer has given not less than five (5) Business Days' written notice of the substance of the New York Law Amendment (in an amendment or supplement to, or reissuance of, this Base Prospectus for the Global Collateralised Medium Term Notes) to each Holder or prospective purchaser of Global Collateralised Medium Term Notes, will become effective upon either: (a) the date upon which all the Global Collateralised Medium Term Notes that were outstanding on the date that the notice above was first given shall have been paid in full or, if any such Global Collateralised Medium Term Notes remain outstanding, the Administrator has provided the Collateral Agent with the prior written consent of each Holder of such outstanding Notes, as set forth in the Series Register maintained by the Collateral Administrator; or (b) if the nature of the New York Law Amendment is, in the reasonable opinion of the Administrator, such that it can become effective with respect to the Global Collateralised Medium Term Notes as they are issued (but not take effect as against the Global Collateralised Medium Term Notes that remain outstanding), the date designated by the Administrator in the notice above, but solely with effect for all Global Collateralised Medium Term Notes with an Issue Date falling on or after such date and not with respect to any Global Collateralised Medium Term Notes that remain outstanding.

In determining whether the applicable New York Law Amendment conditions have been met, the Collateral Agent shall be entitled to rely on a certificate of the Administrator and an opinion of counsel. A certification will become effective on the date prescribed therein or immediately on execution, if no date is prescribed. After a New York Law Amendment becomes effective, it shall bind each of the parties to the GCMTN Series Document in question, and each Secured Creditor related to the affected Class(es) of Global Collateralised Medium Term Notes, whether

or not notation of that New York Law Amendment is made on any note, instrument, agreement or other document providing for the Secured Obligation of such Secured Creditor.

The Collateral Agent will not be obligated to execute or consent to any New York Law Amendment of a GCMTN Series Document to which it is a party which adversely affects its rights, immunities and indemnities under such GCMTN Series Document.

The Mortgage Repo Security Agreement

With respect to Mortgage Repo Classes, the LLP entered into a security agreement described in Exhibit I to this Base Prospectus. See "*Exhibit I—Mortgage Repo Class Transaction Documents—The Loan Security Agreement*".

The Credit Support Deed

To allow the Issuer to avoid an Acceleration Event under any Class following a Repurchase Event of Default where a related Seller (other than the Issuer or BCSL) is the defaulting party, the Issuer may enter into one or more Credit Support Deeds (each, a "**Credit Support Deed**"), with the LLP. The Credit Support Deeds will be governed by English law.

Each Credit Support Deed will generally state that, following the occurrence of any Repurchase Event of Default where the applicable Seller (other than the Issuer or BCSL) to which the Issuer Collateral Posting Election relates is the defaulting party under one or more Repurchase Agreements related to the Global Collateralised Medium Term Note Series, the Issuer may (if no Acceleration Event has occurred and is continuing as of such time), no later than 11:00 a.m. (London time) on the Business Day following the occurrence of such Repurchase Event of Default (such period, the "**Election Period**"), provide written notice to each Applicable Enforcing Party, the Collateral Administrator and each applicable Custodian that it exercises the Issuer Collateral Posting Election with respect to such Seller and such Repurchase Agreement. Following an Issuer Collateral Posting Election, the Issuer will perform its obligations under such Credit Support Deed as though no Repurchase Event of Default under the related Repurchase Agreement had occurred with respect to such Seller, and without regard to any actual early termination, early settlement or early close-out of any Repurchase Transaction that has occurred or that may occur as a result of such Repurchase Event of Default.

Subject to the Issuer having made the Issuer Collateral Posting Election, no later than the close of business in London on the Business Day following the occurrence of a Repurchase Event of Default where any Seller (other than the Issuer) to which the Issuer Collateral Posting Election relates is the defaulting party under one or more Repurchase Agreements related to the Global Collateralised Medium Term Note Series, as set forth in each applicable Repurchase Agreement and in each related Custodial Agreement, the Margin Amount for each Repurchase Transaction thereunder in effect on such date shall be returned by the applicable Custodian to such Seller against a Margin Transfer by the Issuer equal to any Margin Deficit (after giving effect to return of such Margin Amount to such Seller) in effect under all Repurchase Transactions under each applicable Repurchase Agreement with such Seller on such date. The "**Margin Amount**" means, with respect to any Repurchase Transaction under a Repurchase Agreement that is the subject of such Issuer Collateral Posting Election, the portion of the Margin Value of the Purchased Securities, Margin Securities and/or Cash Margin that is in excess of the Purchase Price for such Repurchase Transaction.

On each Business Day after making the Issuer Collateral Posting Election, the Issuer will transfer cash or Eligible Securities with a Margin Value equal to any Margin Deficit that arises from time to time under all Repurchase Transactions entered into under the applicable Repurchase Agreement. To effectuate these transfer and postings, the Issuer, the LLP and The Bank of New York Mellon, as custodian, may enter into one or more ICPE Collateral Account Agreements (each, an "**ICPE Collateral Account Agreement**"). The Issuer will also be deemed to have rights to effect substitutions of posted securities equivalent to the rights of substitution available to the applicable Seller with respect to Margin Securities under the related Repurchase Transaction, subject to the terms and conditions of the applicable Repurchase Agreement with respect to such substitutions.

Prior to the occurrence of an Acceleration Event, the LLP will transfer, or direct the applicable Custodian to transfer, to the Issuer all Income on the relevant posted securities, in the same amounts, subject to the same conditions, and at the same times the applicable Seller would be entitled to the same pursuant to each applicable Repurchase Transaction the subject of the Issuer Collateral Posting Election, as though such posted securities were Margin Securities delivered by such Seller pursuant to such Repurchase Transaction. In the event that the

Issuer repays the Class related to any such Repurchase Transaction in full when such Class is Due for Payment, the Issuer will be entitled to exercise all rights and remedies available to such Seller under the applicable Repurchase Agreement with respect to such Repurchase Transaction as would be available to such Seller if such Seller had paid the related Repurchase Price in full on the related Repurchase Date and there were no Repurchase Events of Default under the related Repurchase Agreement. After the occurrence of an Acceleration Event, the Applicable Enforcing Party will transfer amounts representing Income on the posted securities to the Issuer, in the form and amounts to which the Issuer is entitled to the same pursuant to the Security Agreement including, without limitation, pursuant to the Post-Acceleration Priority of Payments.

Restricted Securities Collateral Disposition Agreement

To facilitate the transfer of the Restricted Rights relating to Restricted Securities Collateral in accordance with the Restricted Securities Collateral Protocol, such Transferred Rights are transferred to the Restricted Collateral Disposition Administrator (rather than the Security Trustee) pursuant to the Security Agreement (English law). Pursuant to the Restricted Collateral Disposition Agreement, the Restricted Collateral Disposition Administrator is appointed to engage in certain administrative duties with respect to the Restricted Rights relating to Restricted Securities Collateral.

Restricted Transferable Rights

With respect to the Restricted Transferable Rights, the Restricted Collateral Disposition Administrator may exercise any such voting rights (and may abstain from exercising any such voting rights) in its sole discretion provided always that it exercises such rights in such manner as it considers to be commercially reasonable; it being understood and agreed that a vote or an abstention with respect to any Restricted Securities Collateral subject to the Restricted Collateral Disposition Agreement that is consistent with any vote or abstention of Restricted Collateral Disposition Administrator with respect to equivalent securities held for its own account will at all times be deemed to mean the Restricted Collateral Disposition Administrator is acting in a commercially reasonable manner. In connection with any exercise of its voting rights, the Restricted Collateral Disposition Administrator will not be obligated to have regard to the interests of or consult with or notify the LLP, the Security Trustee, any Noteholder or any other person or conduct any special or specific diligence or review any shareholder materials. The Restricted Collateral Disposition Administrator will not be liable to the LLP, the Security Trustee, any Noteholder or any other person for any exercise of or failure to exercise its voting powers, or for any abstentions. Each of the Security Trustee, LLP and the Issuer agree that, in the event that any voting rights are to be exercised with respect to the Restricted Securities Collateral, to the extent reasonably requested by the Restricted Collateral Disposition Administrator, it will promptly execute and deliver all further instruments and documents, and deliver any such instruments and documents to Custodians that may be reasonably necessary in order to effect the exercise of voting powers by the Restricted Collateral Disposition Administrator.

The Restricted Collateral Disposition Administrator may exercise any such disposition rights (and may refrain from exercising any such disposition rights) in its sole discretion provided always that it exercises such rights in such manner as it considers to be commercially reasonable; it being understood and agreed that any disposition in accordance with the terms of the Restricted Collateral Disposition Agreement will at all times be deemed to mean the Restricted Collateral Disposition Administrator is acting in a commercially reasonable manner. The Restricted Collateral Disposition Administrator will not be obligated to have regard to the interests of or consult with or notify the LLP, the Security Trustee, any Noteholder or any other person or conduct any special or specific diligence or review any shareholder materials.

Restricted Enforcement Rights

With respect to the Restricted Enforcement Rights, the parties agree that the Restricted Collateral Disposition Administrator will as promptly as possible upon receiving written notice from the Administrator, any Custodian, the Collateral Administrator, or any Noteholder of the occurrence of an Acceleration Event with respect to any Class (or Shared Collateral Class Group) the Collateral for which includes Restricted Securities Collateral give notice in writing to the Security Trustee, the Issuer and the LLP that an Acceleration Event has occurred with respect to each such Class (or Shared Collateral Class Group).

Following delivery of an Acceleration Notice with respect to a Class (x) the European System Class Collateral for which includes Restricted Securities Collateral and (y) which is not a Directing Investor Class, the Restricted Collateral Disposition Administrator will direct the Security Trustee to sell all European System Class Collateral

comprised of Restricted Securities Collateral for that Class as soon as reasonably practicable on terms (including as to price and timing) considered by the Restricted Collateral Disposition Administrator to be commercially reasonable and the proceeds of such sale will be delivered to the Security Trustee. The instructions which may be given by the Restricted Collateral Disposition Administrator to the Security Trustee include: (i) that some or all of the European System Class Collateral comprised of Restricted Securities Collateral be subject to an auction or bidding process conducted by the Security Trustee (acting pursuant to the Restricted Collateral Disposition Administrator's instructions) and pursuant to which the Restricted Collateral Disposition Administrator will review all submitted bids and determine the winning bid(s) for the applicable portion(s) of the European System Class Collateral; and/or (ii) that some or all of the European System Class Collateral comprised of Restricted Securities Collateral be sold to named purchasers at a purchase price and at a time determined by the Restricted Collateral Disposition Administrator. If the Security Trustee determines in good faith that the Restricted Collateral Disposition Administrator's instructions to the Security Trustee: (i) if implemented, would cause or result in a violation of the Restricted Collateral Disposition Agreement, any other Transaction Document, or any applicable laws or any rules or regulations, including the terms of any permissive or mandatory stay imposed by a Governing Authority that applies to the European System Class Collateral comprised of Restricted Securities Collateral or the terms of any court order binding on the Security Trustee; (ii) do not adequately describe the European System Class Collateral comprised of Restricted Securities Collateral the subject of such instruction, are lacking sufficient clarity, completeness or detail, or otherwise are too vague for the Security Trustee to understand and comply with such instructions; (iii) are unreasonable, whether as to timing, method, requirements, the administrative burden such instructions would place on the Security Trustee, or for any other reason or do not comply with the internal operational rules, procedures or protocols of the Security Trustee; (iv) would require the Security Trustee to incur any liability against which the Security Trustee is not indemnified and/or secured and/or prefunded to its satisfaction; or (v) if implemented, would in the opinion of the Security Trustee cause or result in a violation of the Restricted Collateral Securities Protocol, then the Security Trustee will be entitled to refrain from acting on any such directions or instructions from the Restricted Collateral Disposition Administrator until such instructions are rectified by the Restricted Collateral Disposition Administrator to the satisfaction of the Security Trustee and neither the Restricted Collateral Administrator nor the Security Trustee will be liable to any person for any loss or liability incurred by any such delay or failure to comply with such instruction.

Following delivery of an Acceleration Notice with respect to a Class (x) the European System Class Collateral for which includes Restricted Securities Collateral and (y) which is a European System Directing Investor Class, upon receipt of any European System Qualified Instructions (or communications that, on their face, appear to be European System Qualified Instructions) forwarded by the Security Trustee to or otherwise received by the Restricted Collateral Disposition Administrator or otherwise received by the Restricted Collateral Disposition Administrator, the Restricted Collateral Disposition Administrator will act upon all European System Qualified Instructions to the extent that such European System Qualified Instructions relate to the exercise of any Restricted Rights provided that the Restricted Collateral Disposition Administrator will not be required to act if the Restricted Collateral Disposition Administrator determines that such instructions: (i) would result in a violation of any applicable laws or any rules or regulations, including the terms of any permissive or mandatory stay imposed by a Governing Authority that applies to the European System Class Collateral comprised of Restricted Securities Collateral or the terms of any court order; (ii) are lacking sufficient clarity, completeness or detail, or otherwise are too vague for the Restricted Collateral Disposition Administrator to understand and comply with such instructions; (iii) are unreasonable, whether as to timing, method, requirements, the administrative burden such instructions would place on the Restricted Collateral Disposition Administrator, or for any other reason or do not comply with the internal operational rules, procedures or protocols of the Restricted Collateral Disposition Administrator; (iv) would require the Restricted Collateral Disposition Administrator to incur any liability against which the Restricted Collateral Disposition Administrator is not indemnified and/or secured and/or prefunded to its satisfaction; or (v) if implemented, would in the opinion of the Restricted Collateral Disposition Administrator cause or result in a violation of the Restricted Collateral Securities Protocol, then the Restricted Collateral Disposition Administrator will be entitled to refrain from acting on any such directions or instructions until such instructions are rectified to the satisfaction of the Restricted Collateral Disposition Administrator and the Restricted Collateral Disposition Administrator will not be liable to any person for any loss or liability incurred by any such delay or failure to comply with such instruction.

In connection with any sales of Restricted Securities Collateral, no person will have any claim against the Restricted Collateral Disposition Administrator arising by reason of the fact that the price at which any Restricted Securities Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Restricted Collateral Disposition Administrator accepts the first offer received and does not offer such Restricted Securities Collateral to more than one offeree. The Restricted Collateral Disposition Administrator may be compelled, with respect to any sale of all or any part of the Restricted Securities

Collateral conducted without prior registration or qualification of such Restricted Securities Collateral under such securities laws, to limit purchasers to those who will agree, among other things, to acquire the Restricted Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof and meet any applicable selling restrictions under any applicable law with respect thereto.

Any such private sale may be at prices and on terms less favourable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement, prospectus, or similar document under applicable securities laws) and, notwithstanding such circumstances, any such private sale will be deemed to have been made in a commercially reasonable manner and that the Restricted Collateral Disposition Administrator will have no obligation to engage in public sales and no obligation to delay the sale of any Restricted Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under applicable securities laws, even if such issuer would, or should, agree to so register it.

Except as required by applicable law, any sale of Restricted Securities Collateral by the Security Trustee at the direction of the Restricted Collateral Disposition Administrator may be made without the Restricted Collateral Disposition Administrator assuming any credit risk. The Restricted Collateral Disposition Administrator, in connection with any exercise of any of its rights and duties, may exercise the same without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the LLP or any other Person (all and each of which demands, presentment, protest, advertisements or notices are hereby waived). The Restricted Collateral Disposition Administrator may direct the sale of Restricted Securities Collateral in one or more lots, and to one or more purchasers as and to the extent permitted by the Restricted Collateral Disposition Agreement. The Restricted Collateral Disposition Administrator will direct that each sale be conducted on a "where is, as is" basis, without any representations and warranties relating to title, possession, quiet enjoyment or the like, express or implied. It is understood and agreed that any process undertaken or directed or instructed by the Restricted Collateral Disposition Administrator in accordance with the terms of the Restricted Collateral Disposition Agreement (to the extent permitted by applicable law) is deemed "commercially reasonable". In addition, any timing requirements in connection with any Restricted Securities Collateral, sale or bid process will be extended to the extent necessary or appropriate to comply with applicable law or otherwise operationally or administratively necessary.

Limitations on Liability

Without limiting the terms of the Restricted Collateral Disposition Agreement, the Restricted Collateral Disposition Administrator will not be liable for any action taken by it or for any omission under or in connection with any Transaction Document, unless directly caused by its gross negligence or wilful misconduct. For the avoidance of doubt, the Restricted Collateral Disposition Administrator will not be liable for any action or for any omission by BNP Paribas in any other capacity, including as Noteholder, or in respect of any securities which would constitute Restricted Securities Collateral BNP Paribas holds on its own account. No Party may take any proceedings against any officer, employee or agent of the Restricted Collateral Disposition Administrator in respect of any claim it might have against the Restricted Collateral Disposition Administrator or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Transaction Document. Any officer, employee or agent of the Restricted Collateral Disposition Administrator may rely on the terms of the Restricted Collateral Disposition Agreement.

The Restricted Collateral Disposition Administrator will not be liable for not following any instruction which the Restricted Collateral Disposition Administrator reasonably determines would be reasonably likely to cause a violation of the Restricted Securities Collateral Protocol. The Restricted Collateral Disposition Administrator will not be obliged to monitor if the LLP is a Permitted Restricted Securities Collateral Holder or be responsible for, and will incur no liability for the failure of the LLP to be a Permitted Restricted Collateral Holder.

Notwithstanding anything to the contrary set forth in the Restricted Collateral Disposition Agreement or in any Transaction Document, the Restricted Collateral Disposition Administrator will not be liable for any action reasonably taken or omitted to be taken by it in an effort to comply with the Restricted Securities Collateral Protocol, including without limitation, any action reasonably taken or omitted to be taken by it in connection with the disposition of any Restricted Securities Collateral; except to the extent resulting from the fraud, gross negligence or wilful default of the Restricted Collateral Disposition Administrator, as applicable. The Restricted Collateral Disposition Administrator will not liable to any person by reason of having acted upon any Qualified

Instructions or other instructions of the Noteholders even though subsequent to its acting it may be found that there was some defect in such instruction.

Notwithstanding any other provision of any Transaction Document, the Restricted Collateral Disposition Administrator will only hold the Restricted Rights in relation to any Restricted Securities Collateral and in no event will the Restricted Collateral Disposition Administrator be under any obligation to hold any Restricted Securities Collateral itself. The Restricted Collateral Disposition Administrator may refrain without liability from doing anything that would or might in its opinion be contrary to any law of any state or jurisdiction (including but not limited to the United States of America, the European Union or, in each case, any jurisdiction forming a part of it and England and Wales) or any directive or regulation of any agency of any such state or jurisdiction and may without liability do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

Notwithstanding anything to the contrary in the Transaction Documents, the Restricted Collateral Disposition Administrator will not be bound to take any steps, action or proceeding (including for the avoidance of doubt serving any Acceleration Notice or exercising any other Restricted Right) if the Restricted Collateral Disposition Administrator reasonably determines that the same would be reasonably likely expose the Restricted Collateral Disposition Administrator to any liability against which the Restricted Collateral Disposition Administrator has not been indemnified and/or secured and/or prefunded to its satisfaction. The Restricted Collateral Disposition Administrator will not be liable to any person for any failure of the Security Trustee or any Custodian to act upon any instruction or direction given by the Restricted Collateral Disposition Administrator and will not be under any obligation to monitor the same.

Without limiting the terms of the Restricted Collateral Disposition Agreement, in the event that the Restricted Collateral Disposition Administrator is rendered unable to carry out its obligations resulting from acts beyond its control that significantly and adversely affect the Restricted Collateral Disposition Administrator's ability to perform under the Restricted Collateral Disposition Agreement by electricity power-cuts, computer software, hardware or system failure, strikes, lockouts, sit-ins, industrial disturbances (other than strikes, lock-outs, sit-ins and industrial disturbances which are specific to the Restricted Collateral Disposition Administrator lasting more than 30 days), earthquakes, storms, fire, flood, acts of God, insurrections, riots, epidemics, war, civil disturbances, governmental directions or regulations, or any other circumstances beyond its control, the Restricted Collateral Disposition Administrator will not be liable for any failure to carry out its obligations under the Restricted Collateral Disposition Agreement or any other Transaction Document which are affected by the event in question and, for so long as such circumstances continue, will be relieved of its obligations under the Restricted Collateral Disposition Agreement or other Transaction Document which are affected by the event in question without liability provided that the Restricted Collateral Disposition Agreement will not apply if any such event arose, as a result of the fraud, gross negligence or willful default of the Restricted Collateral Disposition Administrator, as applicable. The Restricted Collateral Disposition Administrator will, notwithstanding that it is relieved from its obligations pursuant to the Restricted Collateral Disposition Agreement, take reasonable steps available to if (if any) to procure that such event in relation to it ceases to exist and take reasonable practical steps to minimise any loss resulting from any such event.

Removal or Resignation of Restricted Collateral Disposition Administrator

The Restricted Collateral Disposition Administrator may resign by appointing an "**Affiliate**" (as defined pursuant to Rule 12b-2 of the Exchange Act) to act as a Successor Restricted Collateral Disposition Administrator or otherwise by giving not less than 90 days' written notice to the LLP, with a copy to the Security Trustee and the Administrator. A notice of resignation from the Restricted Collateral Disposition Administrator will only take effect upon the appointment and acceptance of a successor Restricted Collateral Disposition Administrator in accordance with the Restricted Collateral Disposition Agreement. The Restricted Collateral Disposition Administrator may be removed for any of the following causes upon at least 90 days' prior written notice by the LLP (or the Administrator on its behalf): (a) a material adverse change in the business and operations of the Restricted Collateral Disposition Administrator has occurred and is continuing, such that as a result of such change, the Restricted Collateral Disposition Administrator no longer has the capacity or the competence to perform its obligations as Restricted Collateral Disposition Administrator; (b) the Restricted Collateral Disposition Administrator wilfully violates or wilfully breaches any provision of the Restricted Collateral Disposition Agreement; (c) the Restricted Collateral Disposition Administrator breaches in any material respect any provision of the Restricted Collateral Disposition Agreement, which breach if capable of being cured, is not cured within 30 days of the Restricted Collateral Disposition Administrator becoming aware of, or receiving notice

from the LLP (or the Administrator on its behalf) of, such breach; (d) the failure of any representation, warranty, certification or statement made or delivered by the Restricted Collateral Disposition Administrator in or pursuant to the Restricted Collateral Disposition Agreement to be correct in any material respect when made and no correction is made for a period of 45 days after the Restricted Collateral Disposition Administrator becoming aware of, or its receipt of notice from the LLP (or the Administrator on its behalf) of, such failure; (e) the Restricted Collateral Disposition Administrator is wound up or dissolved or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Restricted Collateral Disposition Administrator (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Restricted Collateral Disposition Administrator or of any substantial part of its assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced without such authorisation, consent or application against the Restricted Collateral Disposition Administrator and continue undismissed for 60 days or any such appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorises or files a voluntary petition in bankruptcy or insolvency, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Restricted Collateral Disposition Administrator without such authorisation, application or consent and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or (iv) permits or suffers all or any substantial part of its assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days; (f) the criminal indictment of the Restricted Collateral Disposition Administrator for the occurrence of an act by the Restricted Collateral Disposition Administrator that constitutes fraud or criminal activity in the performance of its obligations under the Restricted Collateral Disposition Agreement, as determined by a final adjudication by a court of competent jurisdiction or the indictment for criminal prosecution of any senior officer of the Restricted Collateral Disposition Administrator for a criminal offence materially related to its obligations under the Restricted Collateral Disposition Agreement; or the Restricted Collateral Disposition Administrator ceases to be a Permitted Restricted Securities Collateral Holder or fails to comply with the Restricted Securities Collateral Protocol. The removal of the Restricted Collateral Disposition Administrator will only take effect upon the appointment and acceptance of a successor Restricted Collateral Disposition Administrator in accordance with the Restricted Collateral Disposition Agreement.

No institution will be eligible to serve as Successor Restricted Collateral Disposition Administrator under the Restricted Collateral Disposition Agreement unless it (a) has the capacity to act as Restricted Collateral Disposition Administrator under the terms of the Restricted Collateral Disposition Agreement and (b) at the time of such appointment is a Permitted Restricted Securities Collateral Holder.

Governing Law

The Restricted Collateral Disposition Agreement will be governed by English law.

ELIGIBLE SECURITIES

The Final Terms for any Class will set forth (i) the applicable form of collateral eligibility statement issued by the Custodian ("**Collateral Eligibility Statement**") and (ii) the principal characteristics of the categories of securities that are permitted to be Purchased Securities with respect to such Class (such permitted securities for any Class, the "**Eligible Securities**"), including Margin Securities, under any applicable Repurchase Transaction related to each Class. The identifying information set forth in the Final Terms will be extracted from the applicable Collateral Eligibility Statement for the purpose of enabling investors to make an informed assessment of the Eligible Securities. The information regarding the Eligible Securities set forth in the Final Terms will include, as applicable, such items as the category of issuer(s) (such as type of issuer, geographic location, etc.); the type of security (such as bonds, equity, convertible bonds, structured securities etc.) and maturity or denomination restrictions; limitations related to security ratings; exclusions relating to any specific issuers or securities; requirements relating to the exchanges on which the securities (or their underlying securities) are listed, or the indices of which they are a component; concentration limits; requirements relating to the collateral posted by the applicable Seller; and any applicable Restricted Securities Collateral Protocol. For each Repurchase Transaction, the completed collateral eligibility statement for such Repurchase Transaction will be consistent with the description of the Eligible Securities set forth in the related Final Terms for the related Class.

The Eligible Securities for each Class will typically include sovereign debt obligations, corporate debt and equity securities and other fixed income securities. The agreements setting forth the Eligible Securities for each Class will typically be governed by the law of the location of the applicable obligor or issuer, and may or may not be listed on any applicable stock exchange. The Eligible Securities for any Class may be equity securities, and therefore have no specific maturity date, or have maturity dates that are materially shorter or longer than the related Class of Global Collateralised Medium Term Notes.

Under the applicable Repurchase Agreement(s) for any Class, the related Seller will be required to maintain margin causing the aggregate market value, as adjusted for the haircuts included in the schedule of Eligible Securities for such Class, to at least equal the Purchase Price and accrued price differential under the related Repurchase Transaction; provided that the haircuts for Negative Margin Classes will be negative (or the margin less than 100%) and the aggregate market value for such Classes will not equal the Purchase Price and accrued price differential under the related Repurchase Transaction. As set forth in the section entitled "*Summary of the Transaction Documents—Repurchase Agreements*", the Repurchase Transaction(s) related to any Class of Global Collateralised Medium Term Notes will be structured to have economic terms (in the aggregate) consistent with the terms of the related Class of Notes, as set forth in the Final Terms. Therefore, so long as the related Seller(s) maintain margin on the related Repurchase Transactions in accordance with the terms of the related Repurchase Agreement, the aggregate market value of the Eligible Securities securing any Class (other than Negative Margin Classes) shall not be less than the Redemption Amount and accrued interest or accreted discount of the related Class.

Prospective investors in any Class of Global Collateralised Medium Term Notes should carefully review the related Final Terms for such Class and the description of Eligible Securities set forth therein.

With respect to Mortgage Repo Classes, the eligible assets are described in Exhibit I to this Base Prospectus. See "*Exhibit I—Eligible Assets for Mortgage Repo*".

DESCRIPTION OF THE NOTEHOLDER ALLOCATION REPORTS

On each Business Day on which any Class is outstanding, the Collateral Administrator shall prepare, using information provided by each applicable Custodian, and deliver or make available to each of the Holders of such Class, no later than 10:00 a.m. London time, a Daily Noteholder Allocation Report containing information as of the close of business on the immediately preceding Business Day and substantially in the form of Exhibit A to the Collateral Administration Agreement.

The Daily Noteholder Allocation Report will generally contain the following information with respect to the Class Collateral:

(a) Type

(b) Rating

(c) Maturity Date, if applicable

(d) Coupon Rate, if applicable

(e) Currency

(f) Notional Quantity

(g) Factor

(h) Price

(i) Market Value

(j) Accrued Interest

(k) Market Value plus Accrued Interest

(l) Margin

EXHIBIT I
to the Base Prospectus dated 18 October 2024, and as may be supplemented

BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

$50,000,000,000

GLOBAL COLLATERALISED MEDIUM TERM NOTES

supported by a limited recourse undertaking by Barclays CCP Funding LLP

This Exhibit I contains additional disclosure relating to Mortgage Repo Classes. This Exhibit I forms part of and should be read in conjunction with, the base prospectus dated 18 October 2024, as supplemented from time to time. Terms defined elsewhere in the Base Prospectus have the same meanings when used in this Exhibit I unless otherwise defined herein.

OVERVIEW

MORTGAGE REPO CLASSES

General Description:

In connection with the Programme, the Issuer may from time to time issue Mortgage Repo Classes.

The residential or commercial mortgage assets (as further described herein, the "**Mortgage Assets**") underlying each Mortgage Repo Class will be acquired by the Bank from mortgage originators or sellers pursuant to repurchase agreements, as described below. See "*—Eligible Assets for Mortgage Repo*" below for a description of the types of assets that could constitute Mortgage Assets.

To facilitate appropriate provisions for the repurchase of, custody of and the exercise of remedies relating to such Mortgage Assets, (i) the existing Repurchase Agreement between the Bank, as Seller, and the LLP has been amended and restated to include an Annex to facilitate the repurchase of mortgage assets (such Repurchase Agreement, read together with the applicable Annex, the "**Mortgage Asset Repurchase Agreement**")), (ii) the Bank and the LLP entered into a custodial agreement with The Bank of New York Mellon, as custodian, governing the custody of Mortgage Assets, and the related documentation therefor (the "**BNYM Mortgage Repo Custodial Agreement**"), (iii) the LLP entered into a New York-law governed undertaking relating to each Mortgage Repo Class (the "**LLP Undertaking (Mortgage Repo)**"), and (iv) the LLP and The Bank of New York Mellon entered into a New York-law governed security agreement (the "**Mortgage Asset Security Agreement**") to secure the obligations of the LLP under the LLP Undertaking (Mortgage Repo). The date of the first set of amendments to the Programme to facilitate Mortgage Repo Classes was 17 September 2018. Further amendments were made to the Programme to accommodate a broader set of Mortgage Assets, and the amendment and restatement of the Mortgage Asset Repurchase Agreement, the BNYM Mortgage Repo Custodial Agreement, the LLP Undertaking (Mortgage Repo) and the Mortgage Asset Security Agreement, together with the execution and delivery of certain additional documents as described herein, were completed on 8 August 2019 (the "**Mortgage Repo Amendment Closing Date**"). Further amendments were made to the Programme to facilitate the addition of U.S. Bank National Association as a Master Mortgage Custodian to facilitate a transition to a new custodial arrangement in connection with The Bank of New York's resignation as a Master Mortgage Custodian during the first quarter of 2021, and the amendments to the Mortgage Asset Repurchase Agreement, the Mortgage Repo Custodial and the Mortgage Asset Security Agreement, together with the execution and delivery of certain additional documents as described herein, were completed on 11 January 2021. In connection with such further amendments, the Bank and the LLP entered into a custodial agreement with U.S. Bank National Association, as custodian, governing the custody of Mortgage Assets, and the related documentation therefor (the "**U.S. Bank Mortgage Repo Custodial Agreement**").

Mortgage Repo Classes Generally:

The Mortgage Repo Classes are not mortgage securitisation transactions because the primary source of repayment is not collections on, or sales of, the Mortgage Assets. Rather, Mortgage Repo Classes represent

unsecured, unsubordinated obligations of the Issuer, with the benefit of the LLP Undertaking (Mortgage Repo) that is, in turn, secured by repurchase transactions involving Mortgage Assets. As such, the principal source of payment of the Mortgage Repo Classes will be the Bank in its capacity as Issuer, or in the case of the LLP Undertaking (Mortgage Repo) by the Bank in its capacity as Seller making Repurchase Price payments under the Mortgage Asset Repurchase Agreement. Prospective investors in Mortgage Repo Classes that are familiar with the markets and conventions for securitisation of residential and commercial mortgage assets should note that the disclosure and risk factors herein will not conform to the typical securitisation market conventions or requirements for mortgage assets because the Mortgage Repo Classes are not a securitisation of mortgage assets. Furthermore, investors familiar with the markets and conventions for securitisation of commercial mortgage assets should note that the disclosure and risk factors herein relating to commercial mortgage assets will not conform to the standard disclosures and descriptions of properties that might be expected were the Mortgage Repo Classes a securitisation of such commercial mortgage assets. Similarly, and for the same reason, there will not be reporting of the type that investors in securitisations of commercial mortgage assets typically receive. The CRE Financial Council standards for securitisations of commercial mortgage assets are not applicable to the Mortgage Repo Classes.

The Underlying Transactions:

In the course of its business, the Bank from time to time enters into repurchase transactions (each, an "**Underlying Transaction**") with mortgage originators or sellers (each, an "**Underlying Seller**") pursuant to which the Bank purchases residential and commercial mortgage assets. The Mortgage Assets are a subset of these acquisitions. The transactions pursuant to which the Mortgage Assets are purchased are documented on master repurchase agreements between the Bank, as "buyer" thereunder, and the applicable Underlying Seller, as "seller" thereunder (each, an "**Underlying Seller Agreement**"). The Mortgage Asset being purchased generally includes, without limitation, a senior interest in (i) the related mortgage note and all other related loan documents, (ii) all right, title and interest of the related seller in and to the mortgaged property securing such mortgage loan, and (iii) the related servicing rights. Servicing duties with respect to the whole loans underlying or forming the Mortgage Assets are not performed by the Bank or an affiliated servicer, but rather are performed by one or more unaffiliated servicers previously engaged to service such mortgage loan (such servicer, the "**Servicer**"). In connection with each Underlying Seller Agreement, the Bank enters into related transaction documents (the "**Underlying Seller Documents**"), including sub-custodial agreements (each a "**Sub-Custodial Agreement**") with various sub-custodians (each a "**Sub-Custodian**") pursuant to which the applicable Sub-Custodian holds in safekeeping the related mortgage asset documents comprising the physical collateral. Each Sub-Custodian issues a trust receipt (a "**Trust Receipt**") evidencing the possession by such Sub-Custodian of the related mortgage asset documents comprising the physical collateral. The Trust Receipt is held by the Mortgage Custodian (as defined below) for the Bank. Each Underlying Seller Agreement and the related Underlying Seller Documents are negotiated between the Bank and the applicable Underlying Seller.

Some, but not all, of the Mortgage Assets purchased by the Bank are expected to be Eligible Assets (as defined below) that may be included in Mortgage Repurchase Transactions (as defined below). The Underlying Seller Documents may be amended by the Underlying Seller and the Bank from time to time without the consent of, or notice to, the LLP or the Collateral Agent.

Payments to the Bank with respect to repurchase transactions under the Underlying Seller Agreements are directed to an account of the Bank and maintained at The Bank of New York Mellon (the "**Barclays Cash Account**"). The Barclays Cash Account has not been pledged to any secured party, and funds received therein are commingled with proceeds relating to other mortgage loans and other mortgage assets financed or held by the Bank that do not form part of the Mortgage Repo Class Collateral.

Eligible Assets: Certain categories of Mortgage Assets described below in "*Exhibit I—Mortgage Repo Class Transaction Documents—Eligible Assets*" may be included as collateral for Mortgage Repo Classes. The Final Terms relating to each Mortgage Repo Class will identify which of such categories of Mortgage Assets are Eligible Assets for a particular Mortgage Repo Class (with respect to such Class, the "**Eligible Assets**") under the associated Repurchase Transaction (a "**Mortgage Repurchase Transaction**"). The categories of Mortgage Assets listed in the Final Terms correspond with the Bank's policies and procedures for making such determinations when the Bank is entering into repurchase transactions as the purchaser of mortgage assets with counterparties, including the Underlying Sellers, which criteria are subject to change. The Final Terms for each Mortgage Repo Class will include a collateral eligibility statement for such Mortgage Repo Class that sets forth the margin percentage for each type of Eligible Asset, which will in turn be used by the Mortgage Custodian to determine the associated Mortgage Repo Margin Value, as described below. The Eligible Assets and margin percentages identified in the related Final Terms will be included in or attached to the related confirmation for each Mortgage Repurchase Transaction. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*" and "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*" below.

Mortgage Asset Repurchase Agreement: The Mortgage Asset Repurchase Agreement facilitates the execution by the Seller and the LLP of Repurchase Transactions involving Mortgage Assets. The process for entering into such Repurchase Transactions will generally be the same as the process for entering into other Repurchase Transactions, as described in the Base Prospectus, with the main differences relating to the custodial functions, as described below. The Repurchase Events of Default under the Mortgage Asset Repurchase Agreement are the same as those applicable under the Repurchase Agreement, but the exercise of remedies by the LLP (or the Collateral Agent on its behalf) differ from those under the Repurchase Agreement and the Security Agreement (New York Law) or Security Agreement (English Law). See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*" and "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Security Agreement*" below. Under the Mortgage Asset Repurchase Agreement, the Eligible Assets that are the subject of Repurchase

Transactions are defined as the "**Purchased Assets**"). References in the Base Prospectus to the Purchased Securities are generally analogous, and should be read as including reference to the Purchased Assets, subject to the descriptions in this Exhibit I.

Mortgage Repo Custodial Agreement: In connection with the Mortgage Asset Repurchase Agreement, (x) the Bank as Seller, the LLP, as Buyer, and The Bank of New York Mellon, as master mortgage custodian, have entered into a Custodial Undertaking and (y) the Bank as Seller, the LLP, as Buyer, and U.S. Bank National Association, as master mortgage custodian, have entered into a Custodial Undertaking. Each of which will constitute a Mortgage Repo Custodial Agreement. The LLP and the related Seller may enter into additional Mortgage Repo Custodial Agreements, or agree to any replacement or successor custodian appointed from time to time (The Bank of New York Mellon in its capacity as such master mortgage custodian, U.S. Bank in its capacity as such master mortgage custodian, and each together with any additional, replacement or successor custodians under a Mortgage Repo Custodial Agreement, a "**Mortgage Custodian**").

Each Sub-Custodian holding the related mortgage asset documents comprising the physical collateral underlying the Mortgage Assets will deliver a Trust Receipt to the Mortgage Custodian representing all of the related mortgage asset documents comprising the physical collateral held by such Sub-Custodian for the Bank. The Mortgage Custodian will hold such Trust Receipt and, as described below, will maintain books and records to reflect the particular Mortgage Assets represented by each Trust Receipt that relate to each Mortgage Repo Class. Upon receipt of notice of an Acceleration Event, the Mortgage Custodian may request of the applicable Sub-Custodian that such Trust Receipt be converted to separate Trust Receipts, one for each related Mortgage Repo Class.

The procedures described in the Base Prospectus for calculating and curing a Margin Deficit or Margin Excess are applicable to Mortgage Repurchase Transactions in a manner generally similar to Repurchase Transactions involving Purchased Securities (although the amount of any accrued and unpaid Price Differential is not taken into account in determining whether any Margin Deficit or Margin Excess exists). The method for determining the Market Value of Purchased Assets, however, is different from the method for determining the Market Value of Purchased Securities, and is described below. See "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Repo Custodial Agreements*" below.

LLP Undertaking (Mortgage Repo): Each Mortgage Repo Class is supported by a limited recourse payment undertaking by the LLP. Pursuant to the LLP Undertaking (Mortgage Repo), the LLP has undertaken to make full and prompt payment, when a Class is Due for Payment, of all Mortgage Repo Payment Amounts with respect to each applicable Mortgage Repo Class of the Global Collateralised Medium Term Notes, which may be less than the amount that would have been due had such Class been paid on its scheduled maturity date in full. A Noteholder's recourse under the LLP Undertaking (Mortgage Repo) is limited to the collateral expressed in the Mortgage Asset Security Agreement as applicable to the Class held by such Noteholder, and all payments to such Noteholder are limited by and subject to the Pre-Acceleration Priority of Payments summarised under "*Exhibit I—Mortgage Repo Class Transaction Documents—The*

Collateral Administration Agreement" and the Mortgage Repo Post-Acceleration Priority of Payments summarised under "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*."

The Mortgage Asset Security Agreement: To secure the LLP's obligations to the Mortgage Repo Secured Creditors (as defined below) under each Mortgage Repo Class arising under the LLP Undertaking (Mortgage Repo), the LLP and the Collateral Agent entered into a New York law governed security agreement, amended and restated as of the Mortgage Repo Amendment Closing Date. Pursuant to the Mortgage Asset Security Agreement, the LLP granted a security interest to the Collateral Agent in the applicable collateral for the benefit of the Mortgage Repo Secured Creditors of such Class of the Global Collateralised Medium Term Notes.

In addition to the security interest granted by the LLP, under the Mortgage Asset Repurchase Agreement, the Bank as Seller will (i) deliver to the Collateral Agent on behalf of the LLP a fully-executed blanket assignment in respect of the related Purchased Assets, (ii) use its commercially reasonable efforts to deliver to each Underlying Seller and the applicable Sub-Custodian notice of the assignment of the Purchased Assets to the LLP and the pledge of such Purchased Assets to the Collateral Agent, and (iii) make copies of the Underlying Seller Documents and material amendments thereto available to the LLP periodically and upon request. Pursuant to the Mortgage Asset Security Agreement, the LLP is similarly obligated to make the Underlying Seller Documents and material amendments thereto available to the Collateral Agent periodically and upon request.

The Barclays Cash Account has not been pledged to the Collateral Agent, and funds received from Underlying Sellers and applicable to Mortgage Repurchase Transactions may be commingled with other funds within the Barclays Cash Account. Funds credited to the Barclays Cash Account representing proceeds of Underlying Transactions and applicable to Mortgage Repurchase Transactions must be transferred to the Series Operating Account within one (1) business day of receipt unless reinvested in Additional Purchased Assets, whether by curing any resulting Mortgage Repo Margin Deficit, effecting a substitution or by entering into a new Repurchase Transaction. As described below, following the occurrence and continuation of a Repurchase Event of Default under the Mortgage Asset Repurchase Agreement, the Collateral Agent or the LLP may provide Underlying Sellers with alternative instructions as to the payment of funds, separate from the Barclays Cash Account. See further the sections entitled "*Exhibit I—Mortgage Repo Class Transaction Documents—Mortgage Asset Repurchase Agreements*" and "*Exhibit I—Additional Risk Factors Relating to Mortgage Assets—Limitations on the Collateral Agent's Perfected Interest in Mortgage Repo Class Collateral—Risks Related to Commingling and Non Perfection With Respect to Collections Received by the Seller*" below.

The Collateral Agent is authorised to pursue remedies under the Mortgage Asset Security Agreement on behalf of the applicable Mortgage Repo Secured Creditors, and Noteholders are not permitted to pursue remedies directly against the LLP or the Seller, or to liquidate the collateral secured by the Mortgage Asset Security Agreement. The

Mortgage Asset Security Agreement also sets forth the priority of payments with respect to the related collateral after the occurrence of an Acceleration Event. For a more detailed description of the Mortgage Asset Security Agreement, the remedies available to the Collateral Agent, and the Mortgage Repo Post-Acceleration Priority of Payments, see "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement*" below. Any Mortgage Repo Qualified Directing Investor will be entitled to certain additional remedies beyond those set forth above. See "*Exhibit I—Mortgage Repo Class Transaction Documents—The Mortgage Asset Security Agreement—Mortgage Repo Qualified Directing Investors*" below.

MORTGAGE REPO CLASS TRANSACTION DOCUMENTS

To the extent relating to Mortgage Repo Class Collateral, Mortgage Repo Classes are subject to certain additional definitive agreements summarised below. The following summaries describe certain provisions of such additional GCMTN Series Documents and do not purport to be complete and are subject to, and are qualified in their entirety by reference to, the detailed information appearing elsewhere herein and in such GCMTN Series Documents, copies of which may be obtained from the Administrator at the address set forth on the back cover of this Base Prospectus. When reference is made herein to particular provisions of, or terms used in, a particular GCMTN Series Document, such reference is to the actual document.

Mortgage Asset Repurchase Agreements

On the Mortgage Repo Amendment Closing Date, the LLP entered into an amended and restated Repurchase Agreement with the Bank governed by New York law and documented on a standard Bond Market Association September 1996 Master Repurchase Agreement with modification made on various annexes thereto designed to facilitate the use of such Repurchase Agreement for the Global Collateralised Medium Term Note Series. The LLP may enter into additional Mortgage Asset Repurchase Agreements. From time to time the parties will enter into one or more Repurchase Transactions relating to Mortgage Assets.

Purchase of Eligible Assets, Repurchase Date, Mortgage Repo Price Differential

The Mortgage Repo Class Collateral for each Class comprise a variety of Eligible Assets, as set forth in the related Final Terms. From time to time the LLP and the Bank will enter into Repurchase Transactions in which the Bank agrees to transfer to the LLP Eligible Assets ("**Purchased Assets**") against the transfer by the LLP of the Purchase Price for the related Repurchase Transaction to an account of such Seller, with a simultaneous agreement by such Seller to purchase (and the LLP to deliver) such Eligible Assets on the Repurchase Date, against the payment by such Seller of an amount equal to the sum of the Repurchase Price. If a Class of Global Collateralised Medium Term Notes related to any Repurchase Transaction is subject to an Acceleration Event, the Repurchase Date of such Repurchase Transaction will be the Acceleration Date with respect to such Acceleration Event, and if such Class is subject to a put, call, extension or other modification as to its maturity in accordance with the related Final Terms, the Repurchase Date of such Repurchase Transaction will be adjusted in line with the applicable put, call, extension or other modification of the maturity date for such Class). The "**Mortgage Repo Price Differential**" with respect to any Repurchase Transaction and any date of determination is equal to the aggregate amount obtained by the daily application of the Pricing Rate for such Repurchase Transaction to the Purchase Price for such Repurchase Transaction for the actual number of days during the period from the later of the (i) Purchase Date and (ii) with respect to any Repurchase Transaction for which the related Class of Global Collateralised Medium Term Notes provides for the payment of interest on any Interest Payment Date prior to the Maturity Date of such Class, the date of the last Price Differential Payment Date, to such date of determination.

The LLP may, in its sole and absolute discretion, enter into one or more Repurchase Transactions. A request to enter into a Repurchase Transaction may be made orally or in writing at the initiation of Buyer or Seller; provided, that Buyer (or the Administrator on its behalf) shall deliver any such Transaction request (a "**Mortgage Repo Confirmation**") on the proposed Purchase Date to the Seller (with a copy to the Administrator, the Mortgage Custodian and the Collateral Administrator). Upon receipt of a Confirmation delivered by Buyer (or the Administrator on its behalf), Seller may, in its sole and absolute discretion, enter into the Transaction by consenting to such Mortgage Repo Confirmation; provided, that any Mortgage Repo Confirmation sent with respect to a Transaction will be binding on the Seller unless the Seller specifically objects, in writing, within two hours of its receipt thereof.

Seller shall deliver the Purchased Assets by causing the applicable Sub-Custodian to deliver, in accordance with the related Sub-Custodial Agreement, a Trust Receipt to the Mortgage Custodian, together with such other documents as may be required by the Mortgage Repo Custodial Agreement. The Mortgage Custodian has agreed pursuant to the Mortgage Repo Custodial Agreement to change its records to reflect that LLP is the owner of the Purchased Assets. Transfers of Purchased Assets by the LLP back to Seller will be accomplished as set forth in "*—Release of Purchased Assets pursuant to Underlying Transactions*" below. Any transfer of Purchased Assets to Seller will be made without recourse to the LLP and without any representations and warranties, except as set forth in the Mortgage Asset Repurchase Agreement. All Purchased Assets will be evidenced by a Trust Receipt in the possession of the Mortgage

Custodian, and all Purchased Assets shall be held by the Mortgage Custodian for the account of the LLP pursuant to the Mortgage Repo Custodial Agreement. All mortgage asset files relating to Purchased Assets underlying such Trust Receipts shall be in the possession of the Sub-Custodian that issued such Trust Receipt and Seller shall have delivered to Buyer a fully-executed blanket assignment in respect of such Purchased Assets.

On the Purchase Date for any Repurchase Transaction, the LLP (or the Mortgage Custodian on its behalf) will pay the Seller in immediately available funds, from amounts available in accordance with the Pre-Acceleration Priority of Payments for the related Class of Global Collateralised Medium Term Notes, an amount equal to the Purchase Price for such Repurchase Transaction. On the Repurchase Date for any Repurchase Transaction, the Seller (or the Mortgage Custodian on its behalf) will pay the LLP in immediately available funds, the Repurchase Price by 4:30 p.m. (New York time) on such Repurchase Date to the Series Operating Account for the Global Collateralised Medium Term Note Series. With respect to any Repurchase Transaction for which the related Class of Global Collateralised Medium Term Notes provides for the payment of interest on any Interest Payment Date prior to the Maturity Date of such Class, the Seller (or the Mortgage Custodian on its behalf) will pay to the Series Operating Account an amount equal to the accrued and unpaid Mortgage Repo Price Differential for such Repurchase Transaction not later than 4:30 p.m. (New York time) on each applicable Mortgage Repo Price Differential Payment Date; *provided that* if such Repurchase Transaction has a Pricing Rate that includes both an interest and a discount component, the Mortgage Repo Price Differential on the related Price Differential Payment Date will include the related accreted discount. If the LLP pays the Seller the Purchase Price for any Repurchase Transaction related to a Class of Global Collateralised Medium Term Notes from amounts advanced to the LLP by the Issue and Paying Agent, and the issuance and purchase of such Class is not consummated pursuant to the Agency Agreement on the Purchase Date or the immediately following Business Day, the Repurchase Date for such Repurchase Transaction will be accelerated to the second Business Day following the related Purchase Date.

Release of Purchased Assets pursuant to Underlying Transactions

Pursuant to the Underlying Seller Documents, Underlying Sellers may from time to time repurchase Purchased Assets from the Seller. In connection with any such repurchase, Underlying Sellers will be directed to deposit proceeds arising from any such repurchase in the Barclays Cash Account unless, following the occurrence and continuation of a Repurchase Event of Default, the Collateral Agent or LLP provides alternative instructions. Although the Underlying Sellers will not enter into any agreements with the LLP or the Collateral Agent with respect to alternative deposit instructions or otherwise, the Seller will make commercially reasonable efforts to deliver to each Underlying Seller and each Sub-Custodian notice of the assignment of the Purchased Assets to the LLP and the pledge of such Purchased Assets to the Collateral Agent.

Under the Mortgage Asset Repurchase Agreement, Seller covenants to LLP that, in connection with any proposed release of a Mortgage Asset or related rights from the lien granted to Seller pursuant to the Underlying Seller Documents: (a) on such day, the Seller will provide the LLP, the Mortgage Custodian and the applicable Sub-Custodian with a file describing the Eligible Assets to the Mortgage Custodian (each, a "**Seller File**") (indicating that such Asset is released from the lien granted to Seller pursuant to the Underlying Seller Documents), (b) upon such release of a Purchased Asset, Seller will cause, in each case within one (1) business day of such release, (i) the Mortgage Repo Margin Value of such Purchased Asset to be marked to zero and (ii) such Purchased Asset to be removed from the related Seller File and (c) upon receipt of any funds in connection with any release of Mortgage Assets to the Underlying Seller, (i) at all times, Seller shall hold such funds in trust for the benefit of the LLP; provided, that, at any time prior to a Repurchase Event of Default, such proceeds may be reinvested in Additional Purchased Assets (whether by curing any resulting Mortgage Repo Margin Deficit, effecting a substitution or by entering into a new Repurchase Transaction and (ii) following a Repurchase Event of Default or at any time a Mortgage Repo Margin Deficit exists and has not been cured in accordance with the Mortgage Custodial Undertaking, promptly (but in any event within one (1) Business Day after receipt) remit such funds to the Series Operating Account or such other account as the LLP (or Collateral Agent on its behalf) shall designate from time to time. Seller will at all times, maintain such books and records necessary to identify such funds and to segregate such funds from property of Seller and its affiliates or funds subject to a security interest in favour of any other Person.

Any release of a Purchased Asset from the lien granted to Seller pursuant to the Underlying Seller Documents shall be deemed to release all of the LLP's interest in such Purchased Asset; provided that (i) any such release by the LLP will (x) occur contemporaneously with the release by the Seller under the related Underlying Seller Documents and

(y) be subject to the satisfaction of the applicable conditions for such release under the related Underlying Seller Documents and (ii) the LLP shall retain its interest in any proceeds arising from the release of such Purchased Asset, provided, further, that, at any time prior to a Repurchase Event of Default, such proceeds may be reinvested in Additional Purchased Assets (whether by curing any resulting Mortgage Repo Margin Deficit, effecting a substitution or by entering into a new Repurchase Transaction).

Mortgage Repo Margin Deficit and Mortgage Repo Margin Excess

The Mortgage Custodian will determine whether the aggregate Mortgage Repo Market Value of Purchased Assets in the Buyer's account is less than the Mortgage Repo Margin Value of such Repurchase Transaction as of such date (such amount, a "**Mortgage Repo Margin Deficit**") or whether the aggregate Mortgage Repo Market Value of Purchased Assets in the Buyer's account exceeds the Mortgage Repo Margin Value of such Repurchase Transaction as of such date (such amount, a "**Mortgage Repo Margin Excess**"). The "**Mortgage Repo Market Value**" of Purchased Assets is the valuation obtained by the Mortgage Custodian under the Mortgage Repo Custodial Agreement. See further "*—Mortgage Repo Custodial Agreements*" below. The "**Mortgage Repo Margin Value**" is obtained, as of any date of determination, by multiplying the Purchase Price to be paid in connection with such Repurchase Transaction and the applicable margin percentage for such Purchased Asset. The margin percentage for each type of Eligible Asset will be listed in the related Schedule of Eligible Assets. The Seller is obligated to cure any Mortgage Repo Margin Deficit that exists related to any Repurchase Transaction by transferring (or causing the transfer of) cash or additional Eligible Assets to the related Mortgage Repo Collateral Account no later than (x) if notice of such Mortgage Repo Margin Deficit is given before noon (New York time), 4:00 p.m. (New York time) on such date and (y) if notice of such Mortgage Repo Margin Deficit is given after noon (New York time), 10:00 a.m. (New York time) on the next business day, which assets will automatically be subject to the security interest granted by the LLP to the Collateral Agent for the benefit of the applicable Mortgage Repo Secured Creditors. The LLP and the Seller have agreed that no transfers will be required to occur to eliminate any Mortgage Repo Margin Deficit or Mortgage Repo Margin Excess, as applicable, unless the amount to be transferred is greater than $250,000.

With respect to any Repurchase Transaction in which the collateral is denominated in a currency other than the currency in which the purchase price is denominated (such currency of the purchase price, the "**Repo MRA Base Currency**"), such amounts denominated in currencies other than the Repo MRA Base Currency will be converted into the Repo MRA Base Currency by the related Mortgage Repo Custodian in accordance with such Mortgage Repo Custodian’s customary practices.

Representations and Warranties of the Sellers

Pursuant to the Mortgage Asset Repurchase Agreement, the Seller and the LLP have made certain representations and warranties. On the Purchase Date for any Repurchase Transaction or as of each such delivery, as the case may be, the Seller will be deemed to repeat all the foregoing representations made by it. Such representations and warranties include, among other things, that (a) it is duly authorised to execute and deliver the Mortgage Asset Repurchase Agreement, to enter into Repurchase Transactions contemplated thereunder and to perform its obligations thereunder, and has taken all necessary action to authorise such execution, delivery and performance; (b) it will engage in such Repurchase Transactions as principal (or, if agreed in writing in advance of any Repurchase Transaction by the LLP, as agent for a disclosed principal); (c) the person signing the Mortgage Asset Repurchase Agreement on its behalf is duly authorised to do so on its behalf (or on behalf of any such disclosed principal); (d) it has obtained all authorisations of any governmental body required in connection with the Mortgage Asset Repurchase Agreement and the Repurchase Transactions thereunder and such authorisations are in full force and effect; (e) the execution, delivery and performance of the Mortgage Asset Repurchase Agreement and the Repurchase Transactions thereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected.

Seller further represents and warrants, with respect to each Purchased Asset, that: (a) it has all rights, interest and title to the Purchased Assets and such Purchased Assets are free and clear of any lien, claim, security interest or other encumbrance, other than any liens in favour of the LLP and the right of the Underlying Seller to repurchase all Purchased Assets, (b) information set forth in the Mortgage Repo Confirmation relating to the sale of such Asset is true and correct in all material respects, (c) the LLP's purchase of such Asset shall not constitute a violation of any

restriction on transfer applicable to such Asset pursuant to its terms, (d) such Asset is an Eligible Asset for the related Repurchase Transaction and (e) the Underlying Seller Documents are in full force and effect.

The Seller will not make any loan-level representations or warranties and Underlying Sellers will not enter into any assignment and assumption agreements with the LLP or Collateral Agent. However, Seller will take such steps with respect to violations or alleged violations of any representations and warranties of the Underlying Seller made with respect to the related Purchased Assets, and any other breaches or alleged breaches by the Underlying Seller, the Servicer or the applicable Sub-Custodian of the related Underlying Seller Documents, in each case in a manner consistent with its usual and customary procedures therefor and generally as though such Purchased Assets and the benefit of the related Underlying Seller Documents were not subject to the lien granted to the Buyer thereunder. The Seller will periodically furnish the Underlying Seller Documents to the LLP or its designee.

Repurchase Events of Default

If a Repurchase Event of Default (as described in "*Global Collateralised Medium Term Notes Overview—Repurchase Transactions—Repurchase Events of Default*" above) occurs, all of the Repurchase Transactions will, at the non-defaulting party's option (which option will be deemed to have been exercised immediately upon the occurrence of an Insolvency Event), be accelerated. The non-defaulting party may then either: (a) where the non-defaulting party is the LLP, (i) require that the Seller immediately repurchase the Purchased Assets at the previously determined Repurchase Price; (ii) subject to the rights of the Underlying Seller(s), sell the Purchased Assets to one or more third parties in a recognised market (or otherwise in a commercially reasonable manner), and apply the proceeds to the aggregate unpaid Repurchase Price and any other amounts owing by the Seller; and (iii) give the Seller credit for such Purchased Assets in an amount equal to the price therefor on such date, obtained from a generally recognised source or the most recent closing bid quotation from such a source, against the unpaid Repurchase Price of the related Repurchase Transaction and any other amounts owing by the Seller under the Mortgage Asset Repurchase Agreement with respect to such Repurchase Transaction; and (b) where the defaulting party is the LLP, (i) immediately purchase, in a recognised market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, assets ("**Replacement Assets**") of substantially similar characteristics and amount as any Purchased Assets that are not delivered by the defaulting party to the non-defaulting party as required under the Mortgage Asset Repurchase Agreement or (ii) in its sole discretion elect, in lieu of purchasing Replacement Assets, to be deemed to have purchased Replacement Assets at the price therefor on such date, obtained from a generally recognised source or the most recent closing offer quotation from such a source, and in each case such price will reduce the Repurchase Price of the related Repurchase Transaction and any other amounts owing by the defaulting party under the Mortgage Asset Repurchase Agreement with respect to such Repurchase Transaction and, if applicable, be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Assets over the Repurchase Price for the Purchased Assets replaced thereby and for any amounts payable by the defaulting party under the Mortgage Asset Repurchase Agreement; *provided*, *however*, that the LLP will make such payments solely to the extent it has funds available with respect to such Class in accordance with the Mortgage Repo Post-Acceleration Priority of Payments. If the proceeds received by the LLP and the amounts retained in relation to (a) above exceed the aggregate Repurchase Price and other amounts due and payable by the Seller to the LLP, the LLP will pay such excess to the Seller in accordance with the Mortgage Repo Post-Acceleration Priority of Payments.

As the rights of the LLP have been pledged to the Collateral Agent for the benefit of the Mortgage Repo Secured Creditors pursuant to the Mortgage Asset Security Agreement, the Collateral Agent will, in accordance with the terms of the Mortgage Asset Security Agreement, exercise the rights of the LLP as non-defaulting party under the Mortgage Asset Repurchase Agreement. In addition, as the parties have structured each Repurchase Transaction under the Mortgage Asset Repurchase Agreement to be separate and distinct obligations between the Seller and the LLP and as the LLP has pledged its rights in the Purchased Assets to the Collateral Agent for the benefit of the related Mortgage Repo Secured Creditors, if the non-defaulting party exercises or is deemed to have exercised the option to declare a Repurchase Event of Default, the resulting rights and obligations of the Seller and the LLP will be determined separately for each outstanding Repurchase Transaction and such obligations may only be netted against each other to the extent that more than one Repurchase Transaction relates to a single Class of Notes.

The defaulting party will be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of a Repurchase Event of Default, (ii)

damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of a Repurchase Event of Default, (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of a Repurchase Event of Default in respect of a Repurchase Transaction, and (iv) interest on any amounts owing by the defaulting party under the Mortgage Asset Repurchase Agreement.

The failure of the Seller to make any payment or delivery respect of any Repurchase Transaction will not be a Repurchase Event of Default if such failure arises solely by reason of an error or omission of an administrative or operational nature made by the Seller or the Mortgage Custodian, subject to the satisfaction of certain conditions.

Other provisions

Each Underlying Seller (or the related Servicer on its behalf) shall be entitled to receive all Income paid or distributed on or in respect of the Purchased Assets related to the Underlying Transaction to which such Underlying Seller is a party, unless and until Seller exercises or is deemed to exercise its remedies with respect to such Income pursuant to the related Underlying Seller Agreement. Seller shall immediately notify the LLP and the Mortgage Custodian upon the exercise or deemed exercise of any such remedies. If (i) Seller exercises or is deemed to exercise its remedies with respect to Income pursuant to any Underlying Seller Agreement and (ii) a Repurchase Event of Default has occurred and is continuing thereunder, Seller shall remit all Income that it is entitled to and receives under the applicable Underlying Seller Agreement to the applicable Mortgage Repo Collateral Account promptly, but in any event, not later than the second (2nd) Business Day following its receipt thereof.

Mortgage Repo Custodial Agreements

The Bank of New York Mellon, as Master Mortgage Custodian, executed a Custodial Undertaking, amended and restated on or about the Mortgage Repo Amendment Closing Date, with the Bank as a seller and the LLP as buyer (the "**BNYM Mortgage Repo Custodial Undertaking**") and U.S. Bank National Association, as Master Mortgage Custodian, executed a Custodial Undertaking, amended and restated on or about 11 January 2021, with the Bank as a seller and the LLP as buyer (the "**U.S. Bank Mortgage Repo Custodial Undertaking**") and together with the BNYM Mortgage Repo Custodial Agreement and each any other custodial agreement, if any, entered into from time to time, a "**Mortgage Repo Custodial Agreement**"). Additional Mortgage Repo Custodial Agreements may be executed in the future in connection with the Global Collateralised Medium Term Note Series, or another Series.

The BNYM Mortgage Repo Custodial Undertaking is governed by the laws of New York and is generally in the standard form utilised by The Bank of New York Mellon in respect of its mortgage financing business. The U.S. Bank Mortgage Repo Custodial Undertaking is governed by the laws of New York and is generally in the standard form utilised by U.S. Bank National Association in respect of its mortgage financing business.

On or before the date on which the initial Repurchase Transaction occurs with each Sub-Custodian, the Seller will cause the respective Sub-Custodian to execute and deliver a Trust Receipt to the Mortgage Custodian acting on behalf of the LLP. The Master Mortgage Custodian will hold only one Trust Receipt from each Sub-Custodian relating to all Mortgage Assets held by such Sub-Custodian for the benefit of the Master Mortgage Custodian under the Mortgage Repo Custodial Agreement. The Master Mortgage Custodian will mark its books to reflect that portion of the Assets relating to each Trust Receipt that have been transferred to the Buyer's account under the Mortgage Repo Custodial Agreement from time to time. The Master Mortgage Custodian will be under no obligation at any time to update, revise or amend any Trust Receipt received by it except to the extent it receives modifications from the related Sub-Custodian to such Trust Receipt. The data file prepared by the Master Mortgage Custodian (the "**Mortgage Repo Investor Allocation Report**") will be amended and restated each Business Day after the Purchase Date to take into account any substitutions of Purchased Assets. Upon receipt of a notice of default from either LLP or Seller, the Master Mortgage Custodian shall, at the request of such party, (i) convert the most recently delivered Mortgage Repo Investor Allocation Report to a paper copy and (ii) request the related Sub-Custodian to execute and deliver a new Trust Receipt to the registered holder with respect to each Class of Notes, reflecting only the Mortgage Assets that have been allocated to the applicable Class of Notes.

The Master Mortgage Custodian will provide the Seller with a daily data file (the "**Spreads File**"), which will be amended and restated each Business Day after the Purchase Date to reflect all Mortgage Assets evidenced by each

Trust Receipt and the identity of the person for whom the Master Mortgage Custodian is holding such asset (whether the LLP, the Bank or another person). The Master Mortgage Custodian will examine the Trust Receipt to ensure that it is in proper form and it conforms to all of Seller's instructions. The Master Mortgage Custodian shall notify Seller of any defect in the Trust Receipt. On or before the Purchase Date on which the initial Repurchase Transaction occurs, the Seller shall provide notice to the applicable Sub-Custodian of assignment of the Trust Receipts to Master Custodian for the benefit of the LLP.

The Mortgage Custodian's responsibilities generally include, among other things: (a) maintaining a Seller's Account and following only such Seller's instructions with respect such Seller's account; (b) maintaining an account for cash and interests in Mortgage Assets for the benefit of the LLP in one or more Mortgage Repo Collateral Accounts, and following the LLP's instructions (or the instructions of the Administrator, Collateral Administrator or Collateral Agent on behalf of the LLP) with respect to the Buyer's account; (c) twice on each Business Day, with respect to each applicable Repurchase Transaction, determining the then Mortgage Repo Margin Value of all Purchased Assets held in the Buyer's account in respect such Repurchase Transaction; (d) upon receipt of the Seller's instructions with respect to specific Repurchase Transactions, transferring or directing transfer of amounts and Purchased Assets between the Buyer's account and such Seller's account; and (e) crediting to the Seller's account all Income received by the Mortgage Custodian, except in the event the Mortgage Custodian receives a notice of a Repurchase Event of Default, in which event such amounts will be credited to the Buyer's account.

The Mortgage Custodian will also process requests for substitutions, and deliver notices regarding Mortgage Repo Margin Deficits and Mortgage Repo Margin Excesses, if any, following their valuations of the Purchased Assets held by them under their Mortgage Repo Custodial Agreement. The Mortgage Repo Custodial Agreements do not specify the exact methodology or pricing services to be used by the Mortgage Custodian in valuing securities, and accordingly the Mortgage Custodian is expected to use, in respect of the Programme, the same methodologies and processes as are used by them in their mortgage loan custodial business generally. Under the Mortgage Repo Custodial Undertaking, "**Mortgage Repo Market Value**" means with respect to (1) cash, the face amount thereof; (2) Mortgage Assets eligible to be included in mortgage-backed securities issued or guaranteed by a government-sponsored entity ("**Agency MBS**"), the lesser of the outstanding balance or the face amount of the mortgage note relating to such Mortgage Loan multiplied by the price, as quoted by a recognised pricing service not earlier than the close of business on the immediately preceding business day, of an Agency MBS backed by residential mortgage assets with (i) a coupon that most closely approximates, but does not exceed, the coupon on the Mortgage Loan to be priced, and (ii) a maturity date within three months of the weighted average maturity of such Mortgage Loan; and (3) all other Purchased Assets, the price provided by the Seller to the Mortgage Custodian. With respect to any Purchased Asset the Mortgage Repo Market Value for which is determined pursuant to clause (3) above, Seller will provide to the Mortgage Custodian by 11:00 a.m. (New York time) on each Business Day, a valuation, in United States dollars, for each such Purchased Asset. Each such valuation will be made by Seller using the same valuation methodology that it uses when it is the purchaser under repurchase agreement facilities for comparable assets from third parties, including any such Purchased Assets and each valuation will be made as of the end of business on the previous Business Day. If the LLP or Seller disputes the Mortgage Repo Market Value of any Purchased Asset determined by the Mortgage Custodian, the LLP or Seller will have the right to contest such Mortgage Repo Market Value, and the parties shall negotiate in good faith to resolve the dispute. If such dispute is not resolved or if the LLP disputes a Mortgage Repo Market Value determined by Seller, then the LLP may engage a nationally recognised third party valuation provider unaffiliated with Seller or the LLP to determine the Mortgage Repo Market Value of the applicable Purchased Assets, which determination shall be considered final and binding.

In connection with any release of Mortgage Assets to any Underlying Seller pursuant to any Repurchase Transaction, any transfer of replacement Eligible Assets or cash from the Seller's account to the Buyer's account may not occur simultaneously with such release but will instead occur upon notice from the Master Custodian of any resulting Mortgage Repo Margin Deficit by (x) if such notice is delivered at or before noon (New York time), no later than 4:00 p.m. (New York time) or (y) if any such notice is given after noon (New York time), no later than 10:00 a.m. (New York time) on the next Business Day.

The LLP Undertaking (Mortgage Repo)

The LLP entered into a New York law undertaking on or about 17 September 2018 in respect of the Collateral relating to the Mortgage Asset Security Agreement (the "**LLP Undertaking (Mortgage Repo)**") in favour of the Collateral Agent.

The obligations of the LLP under the LLP Undertaking (Mortgage Repo) for the applicable Class of Notes are limited recourse obligations that are limited to the Collateral expressed in the Mortgage Asset Security Agreement to such Class and the proceeds thereof, and any payments with respect to such Class under the LLP Undertaking (Mortgage Repo) are limited by and subject to the priorities of payments related to such Class of the Global Collateralised Medium Term Notes. Therefore, in the event the amount realised upon any liquidation or distribution of Collateral applicable to any Class following an Acceleration Event is less than the Mortgage Repo Payment Amount with respect thereto, no holder of the Global Collateralised Medium Term Notes of such Class will have any recourse to any other Collateral, including without limitation, any Mortgage Repo Class Collateral of any other Class, or any excess proceeds derived from the liquidation or distribution of the Mortgage Repo Class Collateral applicable to any other Class, nor will it have recourse to any of the LLP's other assets or its contributed capital.

Subject to the limited recourse nature of the LLP's obligations in respect of the LLP Undertaking (Mortgage Repo) discussed in the immediately preceding paragraph, the LLP, as primary obligor and not merely as surety, has promised to make full and prompt payment, when a Class is Due for Payment and at all times thereafter, of the Issuer's obligations with respect to each such Class of the Global Collateralised Medium Term Note Series to pay all Mortgage Repo Payment Amounts with respect to each such Class of the Global Collateralised Medium Term Note Series, as the same may be amended, modified, extended or renewed from time to time. Delivery or receipt of notice of the occurrence of an Acceleration Event (a "**Mortgage Repo Acceleration Notice**") will not be a condition to the foregoing obligations of the LLP, nor will non-receipt of a Mortgage Repo Acceleration Notice or defects therein constitute an excuse to avoid or delay such payment. With respect to Mortgage Repo Classes, "**Mortgage Repo Payment Amount**" means (without giving effect to any cancellation, modification or change in the liability or form of liability of the Issuer, resulting from the making of a special bail-in provision (as such term is defined in section 48B of the Banking Act), with respect to any Global Collateralised Medium Term Note (x) issued on a discount basis, the face amount thereof, *provided that* if such Global Collateralised Medium Term Note is accelerated on a date prior to its maturity date, the Mortgage Repo Payment Amount for such Global Collateralised Medium Term Note will be the sum of the amount paid by the related original Holder to the Issuer for such Global Collateralised Medium Term Note, plus an amount equal to the portion of the discount accreted through the Acceleration Date (or, solely with respect to any Class the Final Terms for which provide for the accrual of discount after the Acceleration Date, the date on which all amounts owing with respect thereto are reduced to zero), and (y) issued on an interest-bearing basis, the outstanding principal amount thereof plus the accrued but unpaid interest; *provided that* if such Global Collateralised Medium Term Note is accelerated on a date prior to its maturity date, the Mortgage Repo Payment Amount for such Global Collateralised Medium Term Note will be the outstanding principal amount thereof plus the accrued but unpaid interest thereon only through the Acceleration Date (or, solely with respect to any Class the Final Terms for which provide for the accrual of interest after the Acceleration Date, the date on which all amounts owing with respect thereto are reduced to zero); *provided further* the foregoing clauses (x) or (y) will not include any amount representing an additional amount owed, owing or to be paid to any holder of any Class by either Issuer on account of or in respect of any deduction or withholding for tax.Should any payment in respect of the Global Collateralised Medium Term Notes, whether by the LLP under the LLP Undertaking (Mortgage Repo) or by the Issuer, be made subject to any deduction or withholding on account of any Taxes, the LLP will not be obliged to pay any additional amounts in respect of any sum deducted or withheld.

The Mortgage Asset Security Agreement

Pursuant to the Mortgage Asset Security Agreement, the LLP, as grantor, grants to the Collateral Agent:

(a) for the benefit of the Mortgage Repo Secured Creditors, a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising (all of which being hereinafter collectively referred to as the "**Mortgage Repo Class Collateral**" with respect to such Class): (i) each Mortgage Repo Collateral Account related to such Class of the Global Collateralised Medium Term Notes and the Mortgage Repo Escrow Account, including all Purchased

Assets, securities, cash or other property from time to time credited thereto or carried therein (the "**Loan Collateral**" for such Class); (ii) the funds from time to time credited to or carried in the Series Operating Account that are related to such Class and relate to Loan Collateral, including funds debited therefrom and provided to the Seller or its custodian or agent on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions; (iii) any funds received with respect to any Loan Collateral from time to time credited to the Barclays Cash Account; (iv) any funds provided to the Seller or its custodian or agent on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions; and (v) all supporting obligations and all proceeds of the foregoing.

(b) for the benefit of each of the Holders of each Class a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising (all of which being hereinafter collectively referred to as the "**Mortgage Repo Intangible Collateral**" with respect to the Global Collateralised Medium Term Notes): (i) the rights of the LLP that are related to such Class in respect of Mortgage Repo Class Collateral and Loan Collateral, under the Mortgage Asset Repurchase Agreement and each of the other Transaction Documents to the extent related to the Global Collateralised Medium Term Notes; and (ii) all supporting obligations and all proceeds of the foregoing that are related to such Class.

(c) for the benefit of each of the Holders of each Class (the "**Mortgage Repo Secured Creditors**") in respect of whom funds are being carried in or credited to the Series Operating Account, but which funds are not identifiable as relating to any particular such Class related to the Global Collateralised Medium Term Notes, a lien on and security interest in all the LLP's right, title and interest in, to and under the funds from time to time credited to or carried in the Series Operating Account or the Note Payment Account that are not identifiable as being related to any particular Class, or any Mortgage Repo Collateral Accounts or the Mortgage Repo Escrow Account that for any reason are not identifiable as being related to any particular Class, together with all supporting obligations and all proceeds of the foregoing, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "**Mortgage Repo Unallocated Collateral**".

The security interests in the Mortgage Repo Class Collateral created pursuant to the Mortgage Asset Security Agreement secure, and the Mortgage Repo Class Collateral is collateral security for, the prompt and complete payment or performance in full when due of all Mortgage Repo Payment Amounts owing by the LLP to the Mortgage Repo Secured Creditors, arising under the LLP Undertaking (Mortgage Repo) (the "**Mortgage Repo Secured Obligations**"). The security interests in the Mortgage Repo Intangible Collateral created pursuant to the Mortgage Asset Security Agreement secure, and the Mortgage Repo Intangible Collateral is additional collateral security for, all Mortgage Repo Secured Obligations owing by the LLP to the Mortgage Repo Secured Creditors.

By its purchase of a Note, each Noteholder will be deemed to have agreed and acknowledged that: (a) the Mortgage Repo Class Collateral will be allocated and credited to each Mortgage Repo Collateral Account related to the related Class pursuant to the related Repurchase Transactions, the related Mortgage Repo Custodial Agreements and the Collateral Administration Agreement, and may be moved from each Mortgage Repo Collateral Account related to such Class to the Mortgage Repo Escrow Account related to such Class following an Acceleration Event; (b) such allocation of the Mortgage Repo Class Collateral will constitute the preferential right of the Noteholders of the related Class in such Mortgage Repo Class Collateral to be paid with or from the proceeds of such Mortgage Repo Class Collateral pursuant to the Mortgage Asset Security Agreement, and in accordance with the applicable Priority of Payments for such Class; (c) the establishment of a Mortgage Repo Collateral Account for each Class and the Mortgage Repo Escrow Account and the allocation of the Mortgage Repo Class Collateral thereto pursuant to the related Repurchase Transactions, the related Mortgage Repo Custodial Agreements and the Collateral Administration Agreement, will not impair the validity or perfection of the security interest granted to the Collateral Agent by the Mortgage Asset Security Agreement; (d) the rights to repayment or satisfaction of amounts due to the Noteholders of such Class with respect to the LLP Undertaking (Mortgage Repo), will be satisfied solely from the Mortgage Repo Class Collateral for such Class and not from the Mortgage Repo Class Collateral allocated to any other Classes; and (e) although the benefit of the Mortgage Repo Unallocated Collateral is to be shared by the Mortgage Repo Secured Creditors without distinction as to Class, all property realised as proceeds of the granted security interests in the Mortgage Repo Class Collateral and Mortgage Repo Intangible Collateral will be allocated by the Collateral Agent as Mortgage Repo Class Collateral segregated for the benefit of the Mortgage Repo Secured Creditors of each applicable Class, and not as a general pool for all Mortgage Repo Secured Creditors.

The Collateral Agent will maintain records and allocate funds in the Series Operating Account to each applicable Mortgage Repo Collateral Account and/or Mortgage Repo Escrow Account. If the Collateral Agent does not maintain a method of tracing, including application of equitable principles, that is permitted under law other than Article 9 of the Uniform Commercial Code for the State of New York, with respect to commingled property of the type credited to or carried in the Series Operating Account or any funds provided to the Seller or Mortgage Custodian on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions, then in connection with the exercise of remedies pursuant to the Mortgage Asset Security Agreement, the Affected Mortgage Repo Secured Creditors will be deemed to have directed the Collateral Agent to allocate all funds then on deposit in the Series Operating Account (or any funds provided to the Seller or Mortgage Custodian on behalf of the Seller in anticipation of settlement of one or more Repurchase Transactions) to the Mortgage Repo Escrow Account for each related Class, *pro rata* according to the respective amounts owed to such Classes pursuant to the LLP Undertaking (Mortgage Repo), and thereafter treat such funds as Mortgage Repo Class Collateral segregated for the benefit of the Mortgage Repo Secured Creditors of each applicable Class.

Establishment of Accounts

Within two (2) Business Days of its receipt of notice from the Administrator that the Issuer is proposing to issue a new Class pursuant to the Administration Agreement, the LLP will establish with the Mortgage Custodian (with respect to the Master Mortgage Custodian, pursuant to the Mortgage Custodial Undertaking), and thereafter maintain, accounts (which shall be deemed to consist of a "**securities account**" (within the meaning of Section 8-501 of the UCC) with respect to financial assets other than Cash and a "deposit account" (within the meaning of Section 9-102 of the UCC) with respect to Cash deposited therein) for the applicable Class Collateral (each a "**Mortgage Repo Collateral Account**" for such Class). Loan Collateral will be maintained by or on behalf of the Collateral Agent in the Mortgage Repo Collateral Account of the related Class at all times prior to an Acceleration Event for such Class. At any time the Collateral Agent so requests, the LLP will establish with the Collateral Agent, and thereafter maintain, a segregated, non-interest bearing trust account in respect of all Classes which have a Mortgage Repo Collateral Account with the Master Mortgage Custodian (the "**Mortgage Repo Escrow Account**"). The Mortgage Repo Class Collateral may be deposited therein in accordance with the Mortgage Asset Security Agreement to facilitate dispositions thereof. The designation of any Mortgage Repo Collateral Account or the Mortgage Repo Escrow Account will be altered as directed by the LLP, if and to the extent that such alteration is necessary to clearly identify the particular Class to which each such Mortgage Repo Collateral Account or the Mortgage Repo Escrow Account relates.

Permitted Dispositions

Subject to the terms of the Mortgage Asset Security Agreement, neither the LLP nor any of its agents will dispose, sell, transfer, assign, pledge or otherwise convey all or any part of the Collateral, except: (a) the pledge to the Collateral Agent under the Mortgage Asset Security Agreement; (b) prior to the occurrence of an Acceleration Event, the sale and repurchase of Purchased Assets for such Class, and/or the return of additional Eligible Assets ("**Additional Purchased Assets**") and Income to the Seller, pursuant to and in accordance with the related Repurchase Transactions, the related Mortgage Repo Custodial Agreements and the Collateral Administration Agreement, *provided that*, if such transfers of Purchased Assets, Additional Purchased Assets, and/or Income occur as a result of the acceleration and early close-out of the Repurchase Transactions following the occurrence of a Repurchase Event of Default as to which the LLP is the defaulting party, the resulting cash proceeds shall constitute Mortgage Repo Class Collateral for each related Class of Global Collateralised Medium Term Notes, and the Collateral Agent shall distribute the same in accordance with the priority of payments set forth in "*—Application of Mortgage Repo Class Collateral following a Repurchase Event of Default of LLP*" below; (c) prior to the occurrence of an Acceleration Event, substitutions of the related Purchased Assets pursuant to and in accordance with the related Repurchase Transactions, the related Mortgage Repo Custodial Agreements and the Collateral Administration Agreement; (d) prior to the occurrence of an Acceleration Event, after repayment of the related Class, delivery of any remaining Mortgage Repo Class Collateral to the Issuer in repayment of the Advance under the Intercompany Loan related to such Class; and (e) prior to the occurrence of a Repurchase Event of Default with respect to the Mortgage Asset Repurchase Agreement, the reallocation of Purchased Assets and Additional Purchased Assets from the Mortgage Repo Collateral Account for one Class to the Mortgage Repo Collateral Account for another Class pursuant to the related Repurchase Transactions, the related Mortgage Repo Custodial Agreements and the Collateral Administration Agreement. The excess, if any, of (i) the cash received in connection with such disposition over (ii) the sum of (A) the reasonable and customary out-

of-pocket expenses incurred by the party effecting such disposition, and (B) sales, use, transfer, value-added, documentary, recording or other taxes or fees reasonably estimated to be actually payable or actually paid in connection therewith (the "**Net Cash Proceeds**"), will be remitted directly to the Mortgage Repo Collateral Account for the related Class (or with respect to any Mortgage Asset Repurchase Agreement the Seller for which is Barclays, to the Barclays Cash Account (for further application to the Series Operating Account to the extent required under the Mortgage Asset Repurchase Agreement)) and applied in accordance with the Pre-Acceleration Priority of Payments or the Mortgage Repo Post-Acceleration Priority of Payments for such Class, as applicable.

Enforcement following Acceleration Event

Upon the occurrence of an Acceleration Event with respect to a Class, the Collateral Agent will, on the Acceleration Date with respect to such Acceleration Event, to the extent that the Collateral Agent has received written notice or has actual knowledge thereof, give a Mortgage Repo Acceleration Notice. Upon the occurrence of such Acceleration Event, each applicable Class of Notes is and each Class will thereupon immediately become, due and repayable in an amount equal to its principal amount outstanding plus accrued interest and/or accreted discount through the Acceleration Date (or, solely with respect to any Class the Final Terms for which provide for the accrual of discount after the Acceleration Date, the date on which all amounts owing with respect thereto are reduced to zero). The Collateral Agent will, on the Acceleration Date with respect to any Acceleration Event of which the Collateral Agent has received written notice or has actual knowledge, (i) provide a copy of the related Mortgage Repo Acceleration Notice to the Administrator, the Mortgage Custodian, the Collateral Administrator, and each Noteholder and (ii) notify any Underlying Sellers of the occurrence of such Acceleration Event and instruct such Underlying Sellers to cease remitting funds to the Barclays Cash Account and thereafter remit funds (whether in connection with the exercise of any right of an Underlying Seller to repurchase the assets it sold pursuant to any Underlying Transaction following the occurrence of an "Event of Default" by the Seller as "buyer" under and as defined in the Underlying Seller Documents (an "**Underlying Seller Repurchase Option**"), receipt of Income or upon the occurrence of the applicable repurchase date under the applicable Underlying Transaction) to the applicable Mortgage Repo Collateral Account or Mortgage Repo Escrow Account (or such other account subject to the control of the Collateral Agent) for allocation to the applicable Class. Certain Noteholders may benefit from remedies in addition to or different from those set forth below. See "*—Mortgage Repo Qualified Directing Investors*" below. During the continuance of an Acceleration Event, the Collateral Agent may exercise in respect of the Mortgage Repo Class Collateral with respect to each related Class, in addition to all other rights and remedies provided for in the Mortgage Asset Security Agreement or otherwise available to it at law or in equity, all the rights and remedies of a Mortgage Repo Secured Creditor under the Uniform Commercial Code, as it is in effect from time to time in the State of New York (the "**UCC**"), (whether or not the UCC applies to the affected Mortgage Repo Class Collateral) to collect, enforce or satisfy any Mortgage Repo Secured Obligations related to such Class then owing, whether by acceleration or otherwise, and also may, without notice except as specified below or under the UCC or other applicable law, following delivery of the notice required pursuant to the Mortgage Asset Security Agreement, sell or assign such Mortgage Repo Class Collateral or any part thereof in one or more parcels at public or private sale, at all or any part of the Collateral Agent's offices or elsewhere, for cash, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable, and in respect of the Mortgage Repo Intangible Collateral, in addition to all other rights and remedies provided for in the Mortgage Asset Security Agreement or otherwise available to it at law or in equity, all the rights and remedies of a Mortgage Repo Secured Creditor under the UCC (whether or not the UCC applies to the Mortgage Repo Intangible Collateral) to collect, enforce or satisfy any Mortgage Repo Secured Obligations then owing, whether by acceleration or otherwise.

Any Mortgage Repo Secured Creditor may be the purchaser of all or any part of the Collateral at any public or private sale in accordance with the UCC and other applicable law and, with prior notice to the Collateral Agent, any such Mortgage Repo Secured Creditor will be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of such Collateral sold at any such sale made in accordance with the UCC, to use and apply its proportionate share any of the Mortgage Repo Secured Obligations (which may be limited, with respect to such Mortgage Repo Secured Creditor, to related Mortgage Repo Secured Obligations) as a credit on account of the purchase price for any such Collateral payable by such Mortgage Repo Secured Creditor at such sale. Each purchaser at any such sale will hold the property sold absolutely free from any claim or right on the part of the LLP, and the LLP has waived (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Collateral Agent will not be obligated to conduct any sale of Collateral regardless of notice of sale having

been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The LLP waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Mortgage Repo Secured Obligations related to the applicable Class or Shared Collateral Class Group, as applicable, the LLP will not be liable for the deficiency. In connection with any public or private sale of Collateral, the Collateral Agent may appoint one or more brokers, investment bankers, consultants, legal advisors, affiliates, liquidation agents or other professionals and the costs and expenses of any such brokers, investment bankers, affiliates, consultants, legal advisors, liquidation agents and other professionals will be paid from the proceeds of the sale of such Collateral. Any such appointment by the Collateral Agent will be conclusive and binding on all Mortgage Repo Secured Creditors, but will not relieve the Collateral Agent of its obligations to fulfil its duties under the Mortgage Asset Security Agreement.

In connection with the exercise of remedies with respect to any Mortgage Repo Class Collateral pursuant to the Mortgage Asset Security Agreement, the Collateral Agent will seek that all Mortgage Repo Class Collateral then in the Series Operating Account or the Note Payment Account be identified as Mortgage Repo Class Collateral and allocated to the related Mortgage Repo Escrow Account for disposition in accordance with the Mortgage Asset Security Agreement, and be permitted to deliver instructions to the Mortgage Custodian with respect to any Mortgage Repo Class Collateral; and retain (at its own cost and not in duplication of liquidation expenses) and rely upon advisory services provided by the Collateral Administrator, *provided that* such retention and reliance will not relieve the Collateral Agent from the performance of its duties and obligations as set forth in the Mortgage Asset Security Agreement and the other Transaction Documents.

By reason of certain prohibitions contained under applicable law, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral conducted without prior registration or qualification of such Collateral under such securities laws or other applicable laws, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof and meet any applicable selling restrictions under any applicable law with respect thereto. Any such private sale may be at prices and on terms less favourable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement, prospectus, or similar document under applicable securities laws) and, notwithstanding such circumstances, any such private sale will be deemed to have been made in a commercially reasonable manner and the Collateral Agent will have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under applicable securities laws, even if such issuer would, or should, agree to so register it.

The Collateral Agent and its agents will conduct any sale under the Mortgage Asset Security Agreement in accordance with the procedures set forth in the Mortgage Asset Security Agreement, and in the case of a public sale the UCC. Except as required by applicable law, any sale of Collateral by the Collateral Agent and its agents may be made without assuming any credit risk. The Collateral Agent, in connection with any exercise of any of its rights or remedies, may exercise the same without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the LLP or any other person (all and each of which demands, presentment, protect, advertisements or notices have been waived). The Collateral Agent and its agents may sell Collateral in one or more lots, and to one or more purchasers. The Collateral Agent and its agents will conduct any sale on a "where is, as is" basis, without any representations and warranties relating to title, possession, quiet enjoyment or the like, express or implied. Any process undertaken by the Collateral Agent in accordance with the terms of the Mortgage Asset Security Agreement (to the extent permitted by applicable law) is deemed "reasonable." In addition, any timing requirements in connection with any Collateral, sale or bid process will be extended to the extent necessary or appropriate to comply with applicable law or otherwise operationally or administratively necessary.

Only the Collateral Agent may pursue the remedies available under the general law or under the Mortgage Asset Security Agreement to enforce the security interest set forth therein with respect to any Collateral and no other party nor any of the Noteholders will be entitled to proceed directly against the LLP to enforce any such security interest.

Mortgage Repo Qualified Directing Investors

A "**Mortgage Repo Qualified Directing Investor**" means, as of any date of determination, a Noteholder that is a Mortgage Repo Secured Creditor and that provides a Mortgage Repo Directing Investor notice pursuant to the Mortgage Asset Security Agreement to the Collateral Agent, with respect to a Mortgage Repo Directing Investor Class as to which it is acting, for itself or on behalf of an Affiliate which has so authorised it to act. Any Class of Notes secured by Collateral which is wholly owned by a Noteholder or one or more of its Affiliates, or by a Noteholder in conjunction with one or more of its Affiliates, and (if it is not the Noteholder with respect to such Class or if such Class is wholly owned by the Noteholder in conjunction with one or more of its Affiliates) as to which such Noteholder has provided evidence satisfactory to the Collateral Agent that it has authorisation from the Affiliate that is the sole Noteholder (or, with whom, such Class is wholly owned by such Noteholder) to give instructions to the Collateral Agent as a Mortgage Repo Qualified Directing Investor, will be a "**Mortgage Repo Directing Investor Class**", and be eligible for certain remedies following an Acceleration Event different from those of Classes that are not Mortgage Repo Directing Investor Classes, as set forth below.

Each Noteholder of a Mortgage Repo Directing Investor Class, or an authorised Affiliate thereof, may, no later than 6:00 p.m. (New York time) on the fifth (5^{th}) Business Day after an Acceleration Event, provide to the Collateral Agent by facsimile, overnight courier service, telecopier, certified or registered post, by hand or by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Collateral Agent, a duly completed and executed Mortgage Repo Directing Investor notice (the "**Mortgage Repo Directing Investor Notice**"), substantially in the form of the corresponding exhibit attached to the Mortgage Asset Security Agreement. The form may be obtained from the Administrator or the Collateral Agent. If the Final Terms for a Class contains an indicator that such Class is not a Mortgage Repo Directing Investor Class, such indicator shall control, and any Mortgage Repo Directing Investor notice received in respect of such Class will be deemed to be ineffective and disregarded by the Collateral Agent.

With respect to each Class which is a Mortgage Repo Directing Investor Class, the related Mortgage Repo Qualified Directing Investor will be entitled to give instructions that comply with the provisions set forth below (such instructions, "**Mortgage Repo Qualified Instructions**") to the Collateral Agent with respect to the disposition of the related Mortgage Repo Class Collateral, and the Collateral Agent will accept and promptly act upon all Mortgage Repo Qualified Instructions with respect to the disposition of the Mortgage Repo Class Collateral related to each such Class.

After the occurrence of an Acceleration Event and delivery of a satisfactory Mortgage Repo Directing Investor Notice, subject to the immediately succeeding paragraph, Mortgage Repo Qualified Directing Investors may give the Collateral Agent any or all of the following disposition instructions with respect to the Mortgage Repo Class Collateral for each related Mortgage Repo Directing Investor Class in respect of which they are acting: (a) that some or all of the Mortgage Repo Class Collateral (including any Trust Receipts (or interests therein) evidencing Mortgage Repo Class Collateral) be sold by the Collateral Agent pursuant to collateral sales conducted in accordance with the Mortgage Asset Security Agreement for the best price offered to the Collateral Agent for such Mortgage Repo Class Collateral, with or without instructions as to the specific timing of such sales, or the markets or processes to be employed; (b) that some or all of the Mortgage Repo Class Collateral be sold to named purchasers, with or without instructions as to the purchase price therefor; (c) that some or all of the Mortgage Repo Class Collateral be delivered to the Mortgage Repo Qualified Directing Investor or its nominee Affiliate in kind, *provided that* the Mortgage Repo Qualified Directing Investor must comply with all applicable securities laws and ensure (and satisfy the Collateral Agent) that any such delivery will be in compliance therewith; and/or (d) that some or all of the Mortgage Repo Class Collateral be maintained by the Collateral Agent or the Mortgage Custodian pending further instructions, subject to the limitations set forth below.

Mortgage Repo Qualified Directing Investors may give the Collateral Agent instructions on any Business Day, but may not submit instructions that: (a) if implemented, would cause or result in a violation of the Mortgage Asset Security Agreement, any other Transaction Document, any Underlying Seller Agreement or any applicable laws or any rules or regulations, including without limitation the terms of any permissive or mandatory stay imposed by a governmental authority that applies to the Mortgage Repo Class Collateral; (b) if implemented, would result in such Mortgage Repo Qualified Directing Investor receiving an aggregate amount of cash and/or value (calculated as described above) in excess of the sum of the Mortgage Repo Payment Amounts due to such Mortgage Repo Qualified

Directing Investor in respect of all its Mortgage Repo Directing Investor Classes; (c) do not adequately describe the Mortgage Repo Class Collateral the subject of such instruction, are lacking sufficient clarity, completeness or detail, or otherwise are too vague for the Collateral Agent to understand and comply with such instructions; (d) are commercially unreasonable, whether as to timing, method, requirements, the administrative burden such instructions would place on the Collateral Agent, or for any other reason; (e) involve fraudulent action, including without limitation, transactions at an undervalue, or which involve round-trip or undisclosed consideration or which are not conducted for consideration which is fully disclosed to the Collateral Agent and which is equal to the price for the related Mortgage Repo Class Collateral that could be obtained from a generally recognised source or the most recent closing bid quotation from such a source; (f) would require the Collateral Agent to incur liquidation costs that cannot be recouped from the cash proceeds of sale, unless such costs are borne by the Mortgage Repo Qualified Directing Investor or otherwise assured to the Collateral Agent in its reasonable discretion; (g) unless otherwise agreed by the Collateral Agent in writing, are submitted by a method other than through the notification features of the clearing systems utilised by the Issue and Paying Agent for the issuance and settlement of the Global Collateralised Medium Term Notes; *provided,* that no Mortgage Repo Class Collateral constituting Mortgage Assets may be sold at any time the related Underlying Seller is not then in default under the related Underlying Transaction (it being understood and agreed that Purchased Assets may be delivered to the applicable Underlying Seller in accordance with any Underlying Seller Repurchase Option or upon the occurrence of the applicable repurchase date under the applicable Underlying Transaction against receipt by the Collateral Agent of the applicable repurchase price, which amounts shall be applied as Net Cash Proceeds in accordance with the Mortgage Repo Post-Acceleration Priority of Payments.

If a Mortgage Repo Qualified Directing Investor that has previously delivered a Mortgage Repo Directing Investor notice (x) fails to submit Mortgage Repo Qualified Instructions as to the applicable Mortgage Repo Class Collateral for a period of thirty (30) days, or (y) by the date thirty (30) days following the Acceleration Date (with such period tolled for any period that a permissive or mandatory stay prevents a disposition), fails to direct the Collateral Agent to dispose of sufficient Mortgage Repo Class Collateral to generate sufficient Net Cash Proceeds, and/or to direct the Collateral Agent to deliver to the Seller Purchased Assets, in an aggregate amount equal to the amount due and payable from the LLP to the Seller pursuant to the Mortgage Asset Repurchase Agreement with respect to the Repurchase Transactions related to each Mortgage Repo Directing Investor Class in respect of which such Mortgage Repo Qualified Directing Investor is acting, the related Class will thereafter be deemed not to be a Mortgage Repo Directing Investor Class, and such Mortgage Repo Class Collateral will be sold by the Collateral Agent in accordance with the Mortgage Asset Security Agreement, and the Net Cash Proceeds applied in accordance with the Mortgage Repo Post-Acceleration Priority of Payments for Classes other than Mortgage Repo Directing Investor Classes. If a Mortgage Repo Qualified Directing Investor submits Mortgage Repo Qualified Instructions, but such Mortgage Repo Qualified Instructions do not instruct the Collateral Agent to dispose of such applicable Mortgage Repo Class Collateral within six (6) months after the Acceleration Date (with such period tolled for any period that a permissive or mandatory stay prevents such disposition), then, subject to clause (b) in the immediately preceding paragraph, such Mortgage Repo Qualified Directing Investor must either: (i) submit a Mortgage Repo Qualified Instruction that the remaining Mortgage Repo Class Collateral for each Mortgage Repo Directing Investor Class as to which the Mortgage Repo Qualified Directing Investor is acting be delivered to such Mortgage Repo Qualified Directing Investor or its nominee Affiliate in kind, or (ii) agree with the Collateral Agent in an arrangement that comports with the paragraph immediately below. In the absence of compliance with (i) or (ii) above, the related Class will thereafter be deemed not to be a Mortgage Repo Directing Investor Class, and such Mortgage Repo Class Collateral will be sold by the Collateral Agent in accordance with the Mortgage Asset Security Agreement, and the Net Cash Proceeds applied in accordance with the Mortgage Repo Post-Acceleration Priority of Payments for Classes other than Mortgage Repo Directing Investor Classes.

Mortgage Repo Post-Acceleration Priority of Payments

Subject to compliance with any mandatory stay imposed by any governmental authority under applicable law, beginning on the date on which any Acceleration Event occurs and on each Business Day thereafter, the Collateral Agent will exercise remedies in accordance with the Mortgage Asset Security Agreement, including without limitation, on the first Business Day following the Acceleration Date, undertaking the following actions with respect to the Mortgage Repo Class Collateral, and making the following payments (the "**Mortgage Repo Post-Acceleration Priority of Payments**"):

(a) Classes Other Than Mortgage Repo Directing Investor Classes. With respect to each related Class of the Global Collateralised Medium Term Notes which is not a Mortgage Repo Directing Investor Class, the Collateral Agent will:

(i) with respect to any Mortgage Repo Class Collateral (x) for which the Underlying Seller of the Mortgage Loan relating thereto is not then in default under the related Underlying Transaction Documents, make commercially reasonable efforts to offer for sale any Trust Receipts (or interests therein) relating to such Mortgage Repo Class Collateral until such time as the Trust Receipts are sold (provided that the Collateral Agent will not sell any such Trust Receipt until and unless the Trust Receipt Sale Condition is satisfied with respect to the related Mortgage Repo Class Collateral) or (y) for which the Underlying Seller of the Mortgage Loan relating thereto is then in default under the related Underlying Transaction Documents, sell any Mortgage Repo Class Collateral related to each such Class in accordance with this Agreement; provided, that, until such time as all obligations of the related Seller or Underlying Seller to the LLP or Seller, as applicable, under the Mortgage Asset Repurchase Agreement or Underlying Transaction Documents, as applicable, are discharged, Collateral Agent will maintain any interests of Seller, as "buyer" under the applicable Underlying Transactions, in such applicable Underlying Transactions, and apply any amounts remitted by Underlying Sellers with respect to the Mortgage Repo Class Collateral (whether in connection with the exercise of any Underlying Seller Repurchase Option, receipt of any Income or upon the occurrence of the applicable repurchase date under the applicable Underlying Transaction or otherwise) as Net Cash Proceeds in accordance with clause (ii) below; and

(ii) apply the Net Cash Proceeds received pursuant to clause (i) above for each related Class to make the following payments in the following order of priority:

(A) *first*, *pro rata* according to the respective amounts thereof, in or towards satisfaction of the Mortgage Repo Payment Amounts due to the Noteholders of each such Class pursuant to the LLP Undertaking (Mortgage Repo);

(B) *second*, to pay each related Seller any amounts due and payable by the LLP to the Seller pursuant to the Repurchase Transactions related to such Class; and

(C) *third*, the remaining amount, if any, to the LLP Master Account.

(b) Mortgage Repo Directing Investor Classes. The Collateral Agent will accept and promptly act upon all Mortgage Repo Qualified Instructions received from each applicable Mortgage Repo Qualified Directing Investor, with respect to the disposition of the Mortgage Repo Class Collateral related to each affected Class unless and until all Mortgage Repo Payment Amounts due to the Holder of each related Class pursuant to the LLP Undertaking (Mortgage Repo) have been satisfied. In connection with any disposition of some or all of the Mortgage Repo Class Collateral for a Mortgage Repo Directing Investor Class:

(i) to the extent such disposition is for cash, the Collateral Agent will apply the Net Cash Proceeds arising from such disposition in or towards satisfaction of the Mortgage Repo Payment Amounts due to the Noteholder of each related Class pursuant to the LLP Undertaking (Mortgage Repo); and

(ii) to the extent such disposition is not for cash, the Collateral Agent will reduce the Mortgage Repo Payment Amounts due to the Holder of each related Class pursuant to the LLP Undertaking (Mortgage Repo) by an amount equal to the Mortgage Repo Market Value of the portion of the Mortgage Repo Class Collateral that is the subject of such disposition, such Mortgage Repo Market Value (to be as determined by the Mortgage Custodian) as of the close of business on the Business Day prior to such disposition; *provided that*, to the extent that (x) the Mortgage Repo Market Value of the portion of the Mortgage Repo Class Collateral that is the subject of such disposition exceeds (y) the Mortgage Repo Payment Amounts due to the Holder of each related Class pursuant to the LLP Undertaking (Mortgage Repo), the Collateral Agent will require such Holder to remit to the Collateral Agent an amount in immediately available funds equal to such difference prior to delivery of such Mortgage Repo Class Collateral;

provided, that Mortgage Assets may be delivered to the applicable Underlying Seller in accordance with any Underlying Seller Repurchase Option or upon the occurrence of the applicable repurchase date under the applicable Underlying Transaction against receipt by the Collateral Agent of the applicable repurchase price, which amounts will be applied as Net Cash Proceeds in accordance with clause (i) above. For purposes of this section, "**Trust Receipt Sale Condition**" means either (a) the proposed disposition of the applicable Trust Receipts (or interests therein) will result in Net Cash Proceeds equal to or exceeding the Repurchase Price of the Repurchase Transaction to which such Mortgage Repo Class Collateral relates or (b) the Holders of not less than a majority of the Principal Amount Outstanding of the applicable Class consent to such disposition.

If any Mortgage Repo Class Collateral remains after satisfaction of the Mortgage Repo Payment Amount due to the Noteholder of a Mortgage Repo Directing Investor Class, the remaining portion of such Mortgage Repo Class Collateral will be sold by the Collateral Agent in accordance with the Mortgage Asset Security Agreement and the Net Cash Proceeds thereof will be applied in the following order: (A) to pay the Seller any amounts due and payable by the LLP to the Seller pursuant to the Repurchase Transactions related to such Class; and (B) the remaining amount, if any, to the LLP Master Account.

Application of Mortgage Repo Class Collateral following a Repurchase Event of Default of LLP

With respect to each Class of the Global Collateralised Medium Term Notes as to which a Repurchase Event of Default has occurred where the LLP is the defaulting party, following the exercise of remedies by the Seller, the Collateral Agent will be permitted to instruct the Mortgage Custodian or the applicable Sub-Custodian to return the Mortgage Repo Class Collateral to the Seller against payment by the Seller of the associated Repurchase Price in immediately available funds (which funds will be deposited by the Seller, Mortgage Custodian or such Sub-Custodian into each related Mortgage Repo Collateral Account and/or the Escrow Account for each such Class). On each date that amounts become due to the Holders of each such Class pursuant to the LLP Undertaking (Mortgage Repo), the Collateral Agent will withdraw (or where applicable, direct the Mortgage Custodian to do so) the applicable funds representing the Mortgage Repo Class Collateral from each Mortgage Repo Collateral Account for such Class and/or the Mortgage Repo Escrow Account for such Class, and apply the funds to make the following payments in the following order of priority, with no application to be made until all actual or contingent liabilities under the LLP Undertaking (Mortgage Repo) to the Holders of such Class in respect of Payment Amounts have been satisfied in full: (a) *first,* pro rata according to the respective amounts thereof, in or towards satisfaction of any amounts due to the Holders of each such Class pursuant to the LLP Undertaking (Mortgage Repo); and (b) *second*, the remaining amount, if any, to the LLP Master Account.

Removal or Resignation of Collateral Agent

The Collateral Agent may resign upon 90 days' prior written notice to the LLP and the Administrator. The Collateral Agent may be removed for any of the following causes upon at least 90 days' prior written notice by the LLP or the Administrator: (a) a material adverse change in the business and operations of the Collateral Agent has occurred and is continuing, such that as a result of such change, the Collateral Agent no longer has the capacity or the competence to perform its obligations as Collateral Agent; (b) the Collateral Agent wilfully violates or wilfully breaches any provision of any of the Transaction Documents applicable to the Collateral Agent; (c) the Collateral Agent breaches in any material respect any provision of any of the Transaction Documents applicable to the Collateral Agent, which breach if capable of being cured, is not cured within 30 days of the Collateral Agent becoming aware of, or receiving notice from the LLP or the Administrator of, such breach; (d) the failure of any representation, warranty, certification or statement made or delivered by the Collateral Agent in or pursuant to any of the Transaction Documents to be correct in any material respect when made and no correction is made for a period of 45 days after the Collateral Agent becoming aware of, or its receipt of notice from the LLP or the Administrator of, such failure; (e) the Collateral Agent is wound up or dissolved or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer; or the Collateral Agent (i) ceases to be able to, or admits in writing its inability to, pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Collateral Agent or of any substantial part of its properties or assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced without such authorisation, consent or application against the Collateral Agent and continue undismissed for 60 days or any such

appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Collateral Agent without such authorisation, application or consent and remain undismissed for 60 days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 days or (f) the criminal indictment of the Collateral Agent for the occurrence of an act by the Collateral Agent that constitutes fraud or criminal activity in the performance of its obligations under any of the Transaction Documents applicable to the Collateral Agent, as determined by a final adjudication by a court of competent jurisdiction or the indictment for criminal prosecution of any senior officer of the Collateral Agent for a criminal offense materially related to its obligations under the Mortgage Asset Security Agreement.

No institution will be eligible to serve as a successor Collateral Agent unless it: (a) is not an affiliate of the outgoing Collateral Agent; (b) is legally qualified and has the capacity to act as Collateral Agent under the Mortgage Asset Security Agreement and under the terms of the other Transaction Documents and (c) has a combined capital and surplus of at least US $200,000,000, a short term debt rated at least "P-1" by Moody's and at least "A-1" by S&P and a long term debt rated at least "Baa1" by Moody's and at least "BBB+" by S&P.

In addition, if The Bank of New York Mellon is appointed as Collateral Agent, it has the right to resign as Collateral Agent, without regard to any notice requirement set forth in the Mortgage Asset Security Agreement but subject to the appointment of a successor Collateral Agent and the satisfaction of certain other conditions, if its appointment as the Master Mortgage Custodian is terminated.

ELIGIBLE ASSETS FOR MORTGAGE REPO

Certain categories of mortgage assets described below may constitute Eligible Assets. Such categories correspond with the Bank's guidelines and practices for making such determinations in entering into repurchase transactions as the 'buyer' of mortgage assets with counterparties, including the Underlying Sellers, which criteria are subject to change. The Final Terms relating to any Mortgage Repo Class will identify which of such categories of mortgage assets are Eligible Assets for that particular Mortgage Repo Class and identify the applicable form of collateral eligibility statement issued by the Mortgage Custodian ("**Collateral Eligibility Statement**"), which will establish haircuts with respect to each such category of mortgage asset. For each Mortgage Repurchase Transaction, the completed Collateral Eligibility Statement will be consistent with the description of the Eligible Assets set forth in the related Final Terms for the related Mortgage Repo Class.

Prospective investors in any Class of Global Collateralised Medium Term Notes that is a Mortgage Repo Class should carefully review the related Final Terms for such Mortgage Repo Class, and the description of Eligible Assets set forth therein.

Residential Mortgage Loans

The Bank lends to various originators or aggregators of residential mortgage loans and applies its internal quality and review standards to each warehouse borrower and to the mortgage loans financed. Not all residential mortgage loans that are financed by the Bank through its warehouse facilities will become Mortgage Repo Class Collateral.

Currently the Bank lends to warehouse borrowers with respect to a variety of residential loan types that include, but are not limited to, the following types (each as described herein below, and with their assigned categorisation as described below):

- Agency Eligible Loans (new origination) and FHA Modifications ("Category B")
- Agency "wet" Loans ("Category C")
- HECM Buyouts (active) ("Category D")
- FHA Buyout/HECM Buyouts (inactive) ("Category E")
- Qualified Jumbo Loans ("Category F")
- Small Balance Commercial Mortgages ("Category G")
- Non-Qualified Mortgages (Qualified Mortgage is defined below) ("Category H")
- Residential Transition Loans ("Category I")
- HECM Mortgages ("Category J")
- Reverse Mortgages ("Category K"); and
- Seasoned ("Category L")
- Commercial Mortgage Loans that are not Small Balance Commercial Mortgage Loans ("Category M")

Borrower's cash held by the Bank is always treated as "Category A."

In connection with each type of residential mortgage loan it finances, the Bank relies on the representations and warranties made by each respective warehouse borrower with respect to, among other things, the relevant loan type (as described above) categorisation (i.e.: Agency Eligible, Qualified Jumbo, etc.) and such loan's conformance to the borrower's stated underwriting standards. In addition in connection with the Bank's warehouse lending business, the Bank will engage third parties to conduct due diligence on a sample set of the residential mortgage loans to review that the mortgage loans were underwritten to the borrower's stated underwriting guidelines to detect any trends or deviations. It should be noted, however, that (i) certain residential mortgage loans, predominantly Agency Eligible mortgage loans, may be removed from the warehouse program before normal due diligence can be conducted and (ii) the number of loans in a sample set and the type of diligence conducted may differ from that customarily done in respect of a typical newly issued securitisation transaction. The combination of representations made by the warehouse borrower and the due diligence conducted by the Bank, as qualified above, will influence whether the mortgage loan will be correctly categorised by loan type, which in turn will affect its inclusion as an Eligible Asset/Purchased Asset.

See below for a brief summary of each mortgage loan type:

Type	Description
Agency Eligible (other than Agency Wet)	Residential mortgage loans that comply with the eligibility requirements of Ginnie Mae, Fannie Mae or Freddie Mac. • Mortgage loans eligible for inclusion in Ginnie Mae pools must be guaranteed or insured by a federal government agency. Most are insured by the FHA or guaranteed by the VA. • Fannie Mae and Freddie Mac purchase loans that meet their respective eligibility requirements, including, among other things, a cap on the principal balance of the mortgage loans, as well as creditworthiness criteria such as loan-to-value ratios, credit score requirements, debt service coverage ratios and the like. The eligibility requirements are set forth in guides published by these Agencies. Underlying Sellers typically sell Agency Eligible loans to the Bank from the time of origination until the loans are repurchased by the related Underlying Seller in the underlying repo financing and pooled with other Ginnie Mae eligible loans for inclusion in a Ginnie Mae mortgage-backed security or sold to Fannie Mae or Freddie Mac (or sometimes sold to other whole loan buyers).
FHA Modifications	A servicer may be required to purchase an FHA loan out of a Ginnie Mae pool as a result of delinquent borrower payments, among other reasons. Before any FHA insurance claim is made the servicer may attempt to modify the terms of the loan. A test period follows to see whether the borrower is capable of making payments under the modified terms. Once the trial period is complete, if the borrower is paying, the loan is considered "re-performing" and is eligible for repooling with Ginnie Mae. FHA loans that have been purchased out of Ginnie Mae pools and are eligible for repooling are known as "**FHA Modifications**".
Agency Wet	In order to originate mortgage loans, an originator typically must disburse funds to a settlement agent, which obtains the mortgage note and other mortgage documents from the borrower, records the mortgage and releases the funds to the borrower. In a wet funding, the Bank remits a portion of the funds directly to the settlement agent on behalf of the Underlying Seller, and the Underlying Seller as originator remits to the settlement agent the remainder of the funds needed to fund the loan. After closing, the settlement agent delivers the mortgage note to a custodian. The loans are referred to as "wet", as though the ink on the mortgage note has not "dried", until the mortgage note is received by the custodian and the custodian issues a trust receipt. An Agency Wet loan is reclassified as an Agency Eligible mortgage loan as soon as the Bank receives the trust receipt from the custodian, which confirms that the loan has "dried".
HECM Buyout (active)	Most HECMs are pooled with other Ginnie Mae eligible loans for inclusion in a Ginnie Mae mortgage-backed security after the Underlying Seller repurchases such HECMs. • Because the interest that accrues on a HECM is added to the principal balance rather than being paid currently, the principal balance of a HECM grows over time. Ginnie Mae requires the servicer of a HECM that has been included in a

	Ginnie Mae mortgage-backed security to purchase the HECM out of the Ginnie Mae pool when its outstanding principal balance reaches 98% of its maximum FHA insured claim amount. • A HECM that reaches the 98% threshold must be bought back from Ginnie Mae (a "**HECM Buyout**") but cannot be submitted to FHA for an insurance claim until there is a "maturity event" related to the HECM, as described above. • A HECM Buyout that has reached the 98% threshold is considered "active" if it has been bought out and no maturity event has occurred. A servicer's holding period for an active HECM Buyout is uncertain and could be long. • Many Underlying Sellers, as servicers, finance their HECM Buyouts with the Bank pursuant to an Underlying Seller Agreement.
HECM Buyout (inactive)	Once a maturity event (as described above) occurs, a HECM Buyout is considered "inactive" and assigned to the corresponding eligibility category listed above.
FHA Buyout	An FHA Buyout is a residential mortgage loan insured by the FHA that has been bought out of a Ginnie Mae pool. • An FHA loan is one in which the owner of the loan including a lender such as the Bank can obtain insurance coverage from the FHA if it suffers a loss. • Most FHA loans are pooled into Ginnie Mae pools after the Underlying Seller repurchases such loans from the Bank. • When an FHA loan becomes delinquent, the servicer may purchase the loan out of the Ginnie Mae pool, at which point it will be treated as an FHA Buyout.
Qualified Mortgage (Jumbo)	A Qualified Mortgage is a first lien conventional mortgage loan that does not meet eligibility requirements of Ginnie Mae, Fannie Mae or Freddie Mac due to any number of factors, typically because the principal balance exceeds agency limits. On the other hand, these loans do satisfy the criteria for a "qualified mortgage" in connection with the ability-to-repay provisions of the Truth in Lending Act.
Small Balance Commercial	Although not residential mortgage loans, small balance commercial mortgage loans are managed by the Bank using the same platform as that used for residential mortgage loans (and not the platform used by the Bank for other commercial mortgage loans, as described below). Small balance commercial mortgage loans are secured by a first lien generally on either various types of smaller commercial properties or residential rental properties consisting of one- to four-family dwelling units.
Non-Qualified Mortgage	A mortgage loan that does not satisfy the eligibility requirement of the Agencies or criteria for a "qualified mortgage" in connection with the ability-to-repay provisions of the Truth in Lending Act.
Residential Transition	Residential Transition Loans are secured by residential, one- to four-family properties, but they are not owner occupied. Instead, they are owned by investors who may be making improvements on the property before selling the properties. The loan terms on these loans are typically no longer than 24 months.

Home Equity Conversion Mortgage (HECM)	HECMs are reverse mortgage loans that are administered and guaranteed by the FHA. • Reverse mortgage loans are loans made to senior citizens (i.e., people over the age of 62). The principal amount that may be borrowed is determined by using a combination of valuations on the home and actuarial information about the borrower. The lender advances funds to the borrower, either in a lump sum or in more than one advance. • Unlike a forward mortgage loan, the borrower in a reverse mortgage loan does not make monthly payments. Interest accrues on the mortgage loan but is not paid currently. Instead, the accrued interest is added to the principal balance of the mortgage loan. • Principal and interest are paid on reverse mortgage loans only upon a "maturity event". Maturity events include the death of the borrower, the relocation of the borrower, or the failure of the borrower to pay taxes or insurance on the property. • After the lender is paid in full, any excess proceeds from the sale of a home will be returned to the borrower (or, if the borrower is deceased, to the borrower's estate). • The FHA guarantees HECMs, which means that if a maturity event occurs and the property is not worth enough to pay off the balance due under the related mortgage note, the owner of the note can make a claim for insurance for the deficiency (subject to a number of restrictions). • If any Eligible Asset that is a HECM has undrawn amounts and the Underlying Seller fails to make required advances, such mortgage loan will no longer be an Eligible Asset.
Reverse	Not all reverse mortgage loans are insured by FHA. • A lender may originate a reverse mortgage loan and choose not to obtain insurance because the loan does not meet eligibility requirements of HECMs, due to a number of factors, such as having an original principal balance in excess of FHA limits. • Because these loans are not eligible for pooling with other Ginnie Mae eligible loans, the Bank finances these loans from origination until the Underlying Seller repurchases the loan in order to sell it to a third party take-out investor or in order to securitise it in a securitisation that does not involve one of the Agencies. • If any Eligible Asset that is a reverse mortgage loan has undrawn amounts and the Underlying Seller fails to make required advances, such mortgage loan will no longer be an Eligible Asset.
Seasoned	A seasoned mortgage loan is a non-performing or re-performing forward or reverse mortgage loan that is not Agency Eligible and is not government insured.
Commercial Mortgage Loans	See below for a description.

Commercial Mortgage Loans

The Bank finances various types of commercial mortgage assets. The types of commercial mortgage assets the Bank finances through its warehouse facilities are:

- whole senior loans,
- pari passu senior loans,
- whole participations in senior loans, and
- pari passu participations in senior loans.

Not all commercial mortgage loans or commercial mortgage assets that are financed by the Bank through its warehouse facilities will become Mortgage Repo Class Collateral. The commercial real estate property types in respect of which the Bank is willing to provide warehouse finance include multifamily, office, retail, hospitality, industrial, self-storage and manufactured housing communities. Some commercial mortgage assets may have delayed draw or other features that require one or more additional advances to be made to the related borrower. If any such Eligible Asset has undrawn amounts and the Underlying Seller fails to make required advances, such mortgage loan will no longer be an Eligible Asset.

Except to the extent that the Bank is providing warehouse finance in connection with the senior loan, the Bank does not provide warehouse finance for:

- B notes or other junior or subordinated loans,
- subordinated or junior participations in senior loans, or
- mezzanine loans or participations in mezzanine loans.

None of these types of commercial mortgage interests will be Eligible Assets except to the extent such interest is included in the same Repurchase Transaction as the related senior loan.

For each commercial mortgage asset that is intended to be funded on a repo facility, Bank personnel request and receive a variety of documentation, including the prospective seller's Asset Summary Report ("**ASR**"), third party reports as appropriate (e.g. appraisal, environmental (Phase I/II), engineering (PCR) and zoning reports), operating financial statements (including historical and current, budget and rent rolls) and any other documentation necessary to evaluate the credit risk associated with the commercial mortgage asset. The Bank prepares its own underwriting, and prepares a confidential internal ASR that supplements the prospective seller's ASR. Additionally, the Bank may perform a site inspection on the prospective property. For floating rate assets, the Bank may engage external counsel to review all legal, assignment and pledge documents, exception reports and other documents necessary to perfect the Bank's legal interest.

Once an asset is funded by the Bank on its warehouse lines, the Bank will collect and review updated servicing data (e.g. outstanding principal balance, additional advances made and the paid through date) in addition to reviewing the underlying loan performance as evidenced by operating financial statements, budget and rent rolls, as well as other information relayed by the servicers, the borrowers and the asset seller. On a monthly basis, Bank personnel reviews the information received to identify any material changes in asset condition or loan performance including reviewing the status of planned renovations, any changes to the operating and fixed expense structure, confirming compliance with loan conditions and payment remittances, and updates to leasing activity. Bank personnel also review submarket rents, vacancy rates, absorption statistics and construction figures as available through third party vendor reports. Bank personnel also review monthly national and submarket capitalization rates as reported by third party vendors. This information is compiled and summarized in a confidential internal Asset Management Report, which is prepared for each floating rate asset detailing loan performance and updated underwriting information, and analysis of progress on the business plan. The Bank's credit officers periodically review individual loan performance, assets to watch, and

property specific details. At these periodic meetings, the Bank assigns a risk rating for each asset based on a scale of 1 to 5 as detailed below:

Rating	Name of Rating	Description of Rating
1	Performing - Strong	The loan/property has strong metrics that are in line or better than anticipated, and is in line or ahead of business plan.
2	Performing - Good	The loan/property has good metrics that are in line with expectations, and is in line with the business plan.
3	Performing - Fair	The loan/property has acceptable metrics that are near expectations, and is close to the business plan with no material valuation implications.
4	Watch List	The loan/property is materially underperforming expectations on metrics and/or business plan, potentially with material valuation implications.
5	Non-Performing	The loan/property has a history of late payments and/or is currently in monetary or other material default, or there are material valuation implications.

If a borrower's performance is materially different from the business plan or the asset is underperforming compared to the initial underwriting, the Bank may make a margin call requiring additional cash collateral to be posted by the seller.

In order to be an Eligible Asset, commercial mortgage assets must be in categories 1 – 3 on the above list. The LLP does not participate in the credit underwriting or monitoring of the mortgage assets, and will be entirely dependent upon the Bank as Seller notifying it if a mortgage asset is assigned to category 4 or category 5 above.

PRO FORMA FINAL TERMS FOR GLOBAL COLLATERALISED MEDIUM TERM NOTES

Final Terms

IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Global Collateralised Medium Term Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any EEA Retail Investor in the European Economic Area (EEA). For these purposes: (i) an "EEA Retail Investor" means a person who is one (or more) of: (x) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, EU MiFID II); (y) a customer within the meaning of Directive No. 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II, or (z) not a qualified investor as defined in Regulation (EU) No. 2017/1129 (as amended, the "Prospectus Regulation"); and (ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Global Collateralised Medium Term Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Global Collateralised Medium Term Notes. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (the "EU PRIIPs Regulation") for offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to EEA Retail Investors in the EEA has been prepared and therefore offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to any EEA Retail Investor in the EEA might be unlawful under the EU PRIIPs Regulation.

IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Global Collateralised Medium Term Notes are not intended to be offered, sold or otherwise made available to (and should not be offered, sold or otherwise made available to) any UK Retail Investor in the United Kingdom. For these purposes: (i) a "UK Retail Investor" means: (x) a client as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA"); (y) a customer within the meaning of the Financial Services and Markets Act 2000 (as amended, the "FSMA"), of the United Kingdom and any rules or regulations made under the FSMA to implement Directive (EU) No. 2016/97 (as amended), 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 United Kingdom domestic law by virtue of the EUWA; or (z) not a qualified investor as defined in Article 2 of Regulation (EU) No. 2017/1129 (as amended) as it forms part of United Kingdom domestic law by virtue of the EUWA; and (ii) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Global Collateralised Medium Term Notes to be offered so as to enable an investor to decide to purchase or subscribe for such Global Collateralised Medium Term Notes. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended) as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to UK Retail Investors in the United Kingdom has been prepared and, therefore, offering or selling the Global Collateralised Medium Term Notes or otherwise making them available to any UK Retail Investor in the United Kingdom might be unlawful under the UK PRIIPs Regulation.

EU MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Global Collateralised Medium Term Notes has led to the conclusion that: (i) the target market for the Global Collateralised Medium Term Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, EU MiFID II); and (ii) all channels for distribution of the Global Collateralised Medium Term Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Global Collateralised Medium Term Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Global Collateralised Medium Term Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Global Collateralised Medium Term Notes has led to the conclusion that: (i) the target market for the Global Collateralised Medium Term Notes is only eligible counterparties (as defined in the FCA Handbook Conduct of Business Sourcebook) and professional clients (as defined in Regulation (EU) No. 600/2014 as it forms part of United Kingdom domestic law by virtue of the [EUWA/European Union (Withdrawal) Act 2018] (as amended, "UK MiFIR")), and (ii) all channels for distribution of the Global Collateralised Medium Term Notes to such eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Global Collateralised Medium Term Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Global Collateralised Medium Term Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

[[**Australian Investors** – The Issuer is regulated as a foreign authorised deposit-taking institution ("**Foreign ADI**") for the purposes of the Banking Act 1959 (Cth) of Australia (the "**Australian Banking Act**"). The depositor protection provisions of Division 2 of Part II of the Australian Banking Act do not apply to the Issuer. The Notes are neither "protected accounts" nor "deposit liabilities" within the meaning of the Australian Banking Act nor are they obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. Notes that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act and issued and transferred in compliance with the terms of the exemption from compliance with section 66 of the Australian Banking Act that is available to the Issuer. Such Notes are issued or transferred in, or into, Australia in parcels of not less than A$500,000 in aggregate principal amount.][1]

[**Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes [are]/[are not] "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][2]

BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

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1 For any Notes where raising funds in the Australian wholesale capital markets or distributing information and documents to wholesale investors in Australia in connection with such Notes is contemplated.

2 For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Legal Entity Identifier (LEI): G5GSEF7VJP5I7OUK5573

$50,000,000,000

GLOBAL COLLATERALISED MEDIUM TERM NOTE SERIES

supported by a limited recourse undertaking by Barclays CCP Funding LLP

Series Number [●]

[Classes]

Issue Price: [*issue price*] [of Aggregate Nominal Amount] [(to be consolidated and form a single series with Class [●] Notes originally issued on [●] (the "**Original Notes**"))]

This document constitutes the final terms of the Class of Global Collateralised Medium Term Notes (the "**Final Terms**") [described herein for the purposes of Regulation (EU) No. 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive No. 2003/71/EC (as amended, the "**Prospectus Regulation**")] and is prepared in connection with the $50,000,000,000 Global Collateralised Medium Term Note Series established by Barclays Bank PLC (the "**Bank**" or the "**Issuer**") and should be read in conjunction with the Base Prospectus dated 18 October 2024 [, as supplemented by the Base Prospectus supplement dated [●]] (the "**Base Prospectus**")[, which constitutes a base prospectus for the purpose of the Prospectus Regulation][3], [, save in respect of the Terms and Conditions which are extracted from the Base Prospectus dated [●], as supplemented on [●] (the "**Original Base Prospectus**"), which are incorporated by reference in the Base Prospectus]. [4] Full information on the Issuer and the offer of the Global Collateralised Medium Term Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus[, save in respect of the Terms and Conditions which are extracted from the Original Base Prospectus]. The Base Prospectus [and the Original Base Prospectus] [is/are] available electronically at https://live.euronext.com. The Base Prospectus is available for viewing during normal business hours at the registered office of the Issuer and the specified office of the Issuer and Paying Agent for the time being in London, and copies may be obtained from such office. Words and expressions defined in the Base Prospectus and not defined in this document shall bear the same meanings when used herein.

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

Investors should refer to the sections headed "*Risk Factors*" in the Base Prospectus for a discussion of certain matters that should be considered when making a decision to invest in the Global Collateralised Medium Term Notes.

The distribution of this document and the offer of the Global Collateralised Medium Term Notes in certain jurisdictions may be restricted by law. Persons into whose possession these Final Terms come are required by the Bank to inform themselves about and to observe any such restrictions. Details of selling restrictions for various jurisdictions are set out in "Clearance, Settlement and Transfer Restrictions" and "Purchase and Sale" in the Base Prospectus. In particular, the Global Collateralised Medium Term Notes have not been, and will not be, registered under the US Securities Act of 1933, as amended, and are subject to US tax law requirements.

Barclays

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[3] Delete bracketed text in the case of unlisted securities.

[4] To be used if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Final Terms dated [*Issue Date*]

Part A

Terms and Conditions of the Global Collateralised Medium Term Notes

[Rule 144A Global Notes (as defined herein) may be deposited in DTC, Euroclear and Clearstream. Notwithstanding anything to the contrary contained in the Base Prospectus, Registered Notes of each Class sold to qualified institutional buyers within the meaning of Rule 144A under the Securities Act may initially be represented by a global restricted note (each a "**Rule 144A Global Note**") without interest coupons, which will be deposited with a common depositary on behalf of DTC, Clearstream and Euroclear.]

Parties

Issuer:	Barclays Bank PLC
Administrator:	Barclays Bank PLC
Issue and Paying Agent:	[The Bank of New York Mellon, acting through its London branch] [●]
Registrar:	[The Bank of New York Mellon] [The Bank of New York Mellon S.A./N.V., Luxembourg Branch] [N/A]
Paying Agents:	[The Bank of New York Mellon] [The Bank of New York Mellon S.A./N.V., Luxembourg Branch] [Other (specify)] [N/A]
Calculation Agent:	[The Bank of New York Mellon, acting through its London branch] [●]
Additional Agents:	[●] [N/A]

Provisions relating to the Global Collateralised Medium Term Notes

1.	Class(es):	[●]
2.	Currency:	[●]
3.	Class details:	
	(i) (a) Aggregate Nominal Amount as at the Issue Date:	[●]

	(b) Tranche [●]:[5]	[●]
	(c) Aggregate Nominal Amount as at the Tranche [●] Issue Date: [6]	[●]
	(d) Date on which the Notes become fungible:	Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [●] on [[●]/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [4] below [which is expected to occur on or about [●]].]
	(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].] *[N.B. The minimum denomination of each Note admitted to trading on a regulated exchange in the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Prospectus Regulation is €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency.*] [●]
	(iii) Calculation Amount:	[Aggregate Nominal Amount] [●] *[If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. NB: There must be a common factor in the case of two or more Specified Denominations.]*
	(iv) Seller	[●]
	(v) Custodian(s)	[●]
	(vi) Security Agreement	[●]
4.	Form:	
	(i) Global/Uncertificated and dematerialised:	[Global Bearer Notes:]

[5] Insert Tranche number. Insert additional lines in the event of multiple further issues.

[6] Insert number of Tranche issued pursuant to these Final Terms.

		[Temporary Global Note Exchangeable for Permanent Global Note] [Permanent Global Note] [Global Registered Notes:] [Regulation S Global Note; and/or Rule 144A Global Note available on the Issue Date] [Definitive Registered Securities:] [*Where the Global Collateralised Medium Term Notes issued in NGN Form are intended to be held in a manner which would allow Eurosystem eligibility, add the following wording, as applicable:* delivered to a common safekeeper for Euroclear and Clearstream] [*Where the Global Collateralised Medium Term Notes issued in registered form and held under NSS are intended to be held in a manner which would allow Eurosystem eligibility, add the following wording, as applicable*: delivered to, and registered in the name of, a nominee for a common safekeeper for Euroclear and Clearstream]
	(ii) NGN Form:	[Applicable] [N/A]
	(iii) Held under the NSS:	[Applicable] [N/A]
	(iv) CGN Form:	[Applicable] [N/A]
	(v) CDIs:	[Applicable] [N/A]
5.	Trade Date:	
	(i) Original Trade Date:	[●]
	(ii) Tranche [●] Trade Date: [7]	[●]
6.	Issue Date:	
	(i) Original Issue Date:	[●]
	(ii) Tranche [●] Issue Date: [8]	[●]

[7] Insert Tranche number. Insert additional lines in the event of multiple further issues.

[8] Insert Tranche number. Insert additional lines in the event of multiple further issues.

7.	Maturity Date:	[●]
8.	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*)
9.	Relevant Stock Exchange[s]:	[Euronext Dublin] [[●] (*specify exchange*)] [N/A]

Provisions relating to interest (if any) payable on the Global Collateralised Medium Term Notes

10.	Interest:	[Applicable] [N/A]
11.	Interest Amount/Broken Amount:	Interest Amount: [The Interest Amount is [●]] [N/A] [As per Conditions 3 and 22 of the Conditions of the Global Collateralised Medium Term Notes] Broken Amount: [The Broken Amount is [●]] [N/A] [As per Conditions 3 and 22 of the Conditions of the Global Collateralised Medium Term Notes]
12.	Interest Rate[s]:	
	(i) Fixed Rate:	[●] per cent. per annum [N/A]
	(ii) Floating Rate:	[ISDA Determination] [Screen Rate Determination] [Bank of England Base Rate Determination] [N/A]
	(iii) Variable Rate:	[N/A]
	(iv) Zero Coupon:	[N/A] [Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(a) Accrual Yield:	[[●] per cent. per annum]
	(b) Reference Price:	[●]
	(c) Day Count Fraction in relation to Optional Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
	(v) Discount note:	[N/A] [Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

	(a) Fixed Rate:	[[●] per cent. per annum] [N/A]
	(b) Floating Rate:	[ISDA Determination] [Screen Rate Determination] [Bank of England Base Rate Determination] [N/A]
	(c) Accrual Yield:	[[●] per cent. per annum]
13.	Screen Rate Determination:	[Applicable] [N/A] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) Reference Rate:	[EURIBOR] [AUD LIBOR] [CAD LIBOR] [CHF LIBOR] [DKK LIBOR] [EUR LIBOR] [GBP LIBOR] [JPY LIBOR] [NZD LIBOR] [SEK LIBOR] [USD LIBOR] [SONIA] [SOFR] [€STR] [OBFR] [Constant Maturity Swap Rate]
	(ii) Relevant Screen Page:	[●]/[Bloomberg Page SONIO/N Index]/[New York Federal Reserve's Website]/[ECB's Website]
	(iii) Relevant Financial Centre:	[●]
	(iv) Calculation Method:	[Weighted Average/Compounded Daily/Not Applicable]
	(v) Observation Method:	[Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
	(vi) Observation Look-back Period	[●]/[Not Applicable][9]
	(vii) D:	[365/360/[●]/[Not Applicable]]
	(viii) Rate Cut-off Date:	[The date falling [●] Business Days prior to the Maturity Date or the date fixed for redemption, as applicable - *used*

[9] The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise, select "Not Applicable".

		for Payment Delay only][10]/[OBFR Rate Cut-Off Date]/[Not Applicable]
	Insert only if Index Determination is applicable	
	(i) SONIA Compounded Index:	[Applicable]/[Not Applicable]
	(ii) SOFR Compounded Index:	[Applicable]/[Not Applicable]
	(iii) Interest Determination Date:	[●]/The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from the relevant Interest Period)]
	(iv) Relevant Decimal Place:	[●]/[As per the Conditions][11]
	(v) Relevant Number:	[●]/[As per the Conditions]
	(vi) Numerator:	[●]/[As per the Conditions]
14.	ISDA Determination:	[Applicable/Not Applicable] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) ISDA Definitions:	[2006 ISDA Definitions]/[2021 ISDA Definitions]
	(ii) Floating Rate Option:	[[●] / CHF-SARON / EUR-EURIBOR-Reuters (*if 2006 ISDA Definitions apply*) / EUR-EURIBOR (*if 2021 ISDA Definitions apply*) / EUR-EuroSTR / EUR-EuroSTR Compounded Index / GBP-SONIA / GBP-SONIA Compounded Index / HKD-HONIA / JPY-TONA / USD-SOFR / USD-SOFR Compounded Index] (*These are the only floating rate options envisaged by the terms and conditions*)
	(iii) Designated Maturity:	[●] / [Not Applicable] *(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)*
	(iv) Reset Date:	[●] / [[First/last] day of the relevant Interest Period, [subject to adjustment in accordance with the Business Day Convention set out in (v) above and as specified in the ISDA Definitions]]/ [As specified in the ISDA Definitions] *(The latter is the preferred option, consider others in light of the then current ISDA Definitions)*

[10] The Rate Cut-off Date should be at least 5 Business Days before the Maturity Date or the date fixed for redemption, unless otherwise agreed with the Agent.

[11] This should be a number that is five or greater where Compounded Daily SONIA is applicable and two or greater where Compounded Daily SOFR is applicable.

(v) Compounding: [Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*

[(a) Compounding Method: [Compounding with Lookback

Lookback: [●] Applicable Business Days]

[Compounding with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Compounding with Lockout

Lockout: [●] Lockout Period Business Days

Lockout Period Business Days: [●]/[Applicable Business Days]]

(vi) Averaging: [Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

[(a) Averaging Method: [Averaging with Lookback

Lookback: [●] Applicable Business Days]

[Averaging with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Averaging with Lockout

Lockout: [●] Lockout Period Business Days

Lockout Period Business Days: [●]/[Applicable Business Days]]

(vi) Index Provisions: [Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

	[(a) Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
15.	[Mid-Swap Floating Leg Benchmark Rate:	[EURIBOR/ AUD LIBOR/ CAD LIBOR/ CHF LIBOR/ DKK LIBOR/ EUR LIBOR/ GBP LIBOR/ JPY LIBOR/ NZD LIBOR/ SEK LIBOR/ USD LIBOR/ SONIA/ SOFR/ €STR/ OBFR]]
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] [(*specify date*)] [N/A]
19.	Interest Determination Date:	[As per Conditions 3 and 22 of the Conditions of the Global Collateralised Medium Term Notes] [Arrears Setting applicable] [(*specify date*)]
20.	Interest Periods:	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes] [N/A]
	(i) Interest Period End Dates:	[Each Interest Payment Date] [(*specify date(s)*)] [N/A]
	(ii) Interest calculation method for short or long Interest Periods:	[Linear Interpolation] [N/A]
	(iii) Interest Accrual Post Acceleration Event:	[Yes][No]
21.	Interest Payment Dates:	[[●] in each year] [Maturity Date] [(*specify date*)] [N/A]

		[*specify whether relevant date(s) are subject to adjustment in accordance with Condition 5.2, which will not normally be the case for Fixed Rate Notes:* The Interest Payment Date(s) are subject to adjustment in accordance with the Business Day Convention set out in item 32 below]
22.	Day Count Fraction:	[Actual/Actual (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.	Final Redemption Amount:	[[●] per Calculation Amount] [At par]

Optional Redemption

24.	Call Option:	[Applicable] [N/A] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) Optional Redemption Amount:	[●] [[●] per Calculation Amount per Global Collateralised Medium Term Note as at the Issue Date, subject to Condition 5.3 of the Conditions of the Global Collateralised Medium Term Notes] [N/A]
	(ii) Optional Redemption Date(s):	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes] [N/A]
	(iii) Issuer Option Exercise Date(s):	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes] [●] [N/A]
	(iv) Issuer Option Exercise Period:	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes] [●] [N/A]
	(v) Issuer Notice Period:	[As per Condition 4.3 of the Conditions of the Global Collateralised Medium Term Notes]

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

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which, in the case of Euroclear and Clearstream, Luxembourg, require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements that may apply, for example, as between the Issuer and the Issue and Paying Agent

25. Put Option:

[Applicable]
[N/A]
(*if not applicable, delete the remaining subparagraphs of this paragraph*)

(i) Optional Redemption Amount:

[●]
[[●] per Calculation Amount per Global Collateralised Medium Term Note as at the Issue Date, subject to Condition 5.3 of the Conditions of the Global Collateralised Medium Term Notes]

[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]

(ii) Optional Redemption Date(s):

[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]

[(*specify date*)]

[N/A]

(iii) Put Option Exercise Date(s):

[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]

[(*specify date*)]

[N/A]

(iv) Put Option Exercise Period:

[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]

[(*specify period*)]

[N/A]

(v) Put Notice Period:

[As per Condition 4.2 of the Conditions of the Global Collateralised Medium Term Notes]

[(*specify date*)]

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems

(which, in the case of Euroclear and Clearstream, Luxembourg, require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements that may apply, for example, as between the Issuer and the Issue and Paying Agent)

26.	Extension Option:	[Applicable] [Exercisable by Noteholder.] [Exercisable by Issuer.] [N/A] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) Minimum Extendible Amount:	[●] [multiple of $1,000 in excess of [●], subject to Condition 4.5 of the Conditions of the Global Collateralised Medium Term Notes]
	(ii) Extension Option Notice Period:	[(*specify period*)] [N/A] [as per Condition 4.5 of the Conditions of the Global Collateralised Medium Term Notes]
	(iii) Extension Option Exercise Date(s):	[(*specify date*)] [N/A] [As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]
	(iv) Extension Option Exercise Period:	[(*specify date*)] [N/A] [As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]
	(v) Extension Period:	[(*specify period*)] [N/A]
	(vi) Final Maturity Date:	[(*specify date*)] [N/A]
27.	Make-Whole Redemption Option:	[Applicable] [N/A] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) Make-Whole Redemption Amount:	[●] [[●] per Calculation Amount per Global Collateralised

		Medium Term Note as at the Issue Date, subject to Condition 5.3 of the Conditions of the Global Collateralised Medium Term Notes]
		[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]
		[N/A]
	(ii) Make-Whole Redemption Date(s):	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]
		[N/A]
	(iii) Issuer Make-Whole Redemption Notice Period:	[As per Condition 4.7 of the Conditions of the Global Collateralised Medium Term Notes]
		[(*specify period*)]
		[N/A]
		(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which, in the case of Euroclear and Clearstream, Luxembourg, require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements that may apply, for example, as between the Issuer and the Issue and Paying Agent
	(iv) Redemption Margin:	[●]
	(v) Redemption Rate:	[●]
Definitions		
28.	Business Day:	[As defined in Condition 22 of the Conditions of the Global Collateralised Medium Term Notes]
		[(*specify*)]
29.	Additional Business Centre(s):	[●]
		[N/A]
		[NB: Items 28 and 29 will be relevant for all Notes issued under the Programme as they relate to "place of presentation" under Condition 6.6]
30.	Early Redemption Amount:	[●]
Selling restrictions and provisions relating to certification		
31.	Non-US Selling Restrictions:	[As described in section "*Purchase and Sale*" of the Base Prospectus]

			[N/A]
32.	Applicable TEFRA exemption:		[TEFRA: C Rules Applicable] [TEFRA: D Rules Applicable] [Excluded Issue]

General

33.	Business Day Convention:		[Following] [Modified Following] [Nearest] [Preceding] *[See note to item 20 above]*
34.	Relevant Clearing System[s]:		[Euroclear] [Clearstream] [DTC] [(specify)] [s*pecify details including address if different*]
35.	(i)	Method of distribution:	[Syndicated/Non-syndicated]
	(ii)	If syndicated, names [and addresses] of Dealers [and underwriting commitments]:	[*give names and addresses and underwriting commitments*] [N/A]
	(iii)	If non-syndicated, name [and address] of relevant Dealer:	[●] [Not Applicable]
	(iv)	US Selling Restrictions:	[Reg. S Compliance Category 2] [Rule 144A] [Rule 144] [Section 4(a)(2)]
36.	Relevant securities codes:		ISIN: [●] CEI: [●] FISN: [●] Common Code: [●] [Valoren: [●]] [WKN: [●]] [CUSIP: [●]] [(*specify*)]

Part B

Other Information

1. **Listing and Admission to Trading**

(i)	Listing:	[Ireland] [Luxembourg] [None]
(ii)	Admission to trading:	[Application has been made to the [Irish Stock Exchange plc trading as Euronext Dublin/ Luxembourg Stock Exchange] for the Class of Global Collateralised Medium Term Notes to be admitted to the Official List and trading on its regulated market with effect from [●].] [Application will be made to the [Irish Stock Exchange plc trading as Euronext Dublin / Luxembourg Stock Exchange] for the Class of Global Collateralised Medium Term Notes to be admitted the Official List and trading on its regulated market] on or around the Issue Date.] [N/A] [The Notes are to be consolidated and form a single series with the Original Notes, which are listed on the Official List and admitted to trading on the regulated market of the [Irish Stock Exchange plc trading as Euronext Dublin / Luxembourg Stock Exchange]
(iii)	Estimate of total expenses related to admission to trading:	[●]

2. **Ratings**

[The Issuer has not submitted the Class of Global Collateralised Medium Term Notes for an individual rating.]

[Upon issuance, the Class of Global Collateralised Medium Term Notes are expected to be rated:

[S&P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[The above disclosure should reflect the rating allocated to the Global Collateralised Medium Term Notes of the type being issued under the Programme generally or, where the Global Collateralised Medium Term Notes to be issued have been specifically rated, that rating.]

[The credit rating[s] referred to above will be treated for the purposes of Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**") as having been issued by [S&P Global Ratings Europe Limited][Moody's Deutscheland Gmbh][S&P Global Ratings UK Limited], which is established in the European Union and is registered under the EU CRA Regulation.]

[[*Insert credit rating agency*]]: [●]]

[The credit rating referred to above will be treated for the purposes of Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "**EU CRA Regulation**") as having been issued by [[*Insert credit rating agency*]].

[[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended)**.** [As such [*insert the legal name of the relevant credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [*Insert the legal name of the relevant non-EU credit rating agency entity*] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). The ratings [[have been]/[are expected to be]] endorsed by *[insert the legal name of the relevant EU-registered credit rating agency entity]* in accordance with the EU CRA Regulation. *[Insert the legal name of the relevant EU-registered credit rating agency entity*] is established in the European Union and registered under the EU CRA Regulation [As such [*insert the legal name of the relevant EU credit rating agency entity*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the EU CRA Regulation.]

[*[Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**", but it [is]/[has applied to be] certified in accordance with the EU CRA Regulation [[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [[OR:] although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert the legal name of the relevant non-EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the EU CRA Regulation].]

[[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority[and [*insert the legal name of the relevant credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]

[[*Insert the legal name of the relevant non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**EU CRA Regulation**"). However, the application for registration under the EU CRA Regulation of [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*][, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority and [*insert the legal name of the relevant EU credit rating agency entity*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the EU CRA Regulation].]

[The above additional disclosure in respect of the relevant credit rating agencies is only required in Final Terms for Global Collateralised Medium Term Notes that are to be admitted to trading on a regulated market in the European Union.]

3. **Interests of Natural and Legal Persons involved in the [Issue/Offer]**

[*Need to include a description of any interests, including conflicting ones, that are material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

Save as discussed in ["Purchase and Sale" of the Base Prospectus], so far as the Issuer is aware, no person involved in the offer of the Global Collateralised Medium Term Notes has an interest material to the offer.

[N/A]

[*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)*]

4. **Net Proceeds**

[*Include the use and estimated net amount of the proceeds.*]

5. **Reasons for the Offer**

[See the paragraph entitled "Use of Proceeds" in the "General Information" section of the Base Prospectus] [*specify if other reasons*]

6. **Fixed Rate Securities Only – Yield**

[Indication of yield:	[●] [N/A] [As set out above, the][The] yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

7. **Floating Rate Securities Only – Historic Interest Rates**

[Details of historic rates can be obtained from [Reuters].]

[N/A]

8. **Benchmarks Regulation (*Floating Rate Notes only*)**

The below is provided in connection with the EU Benchmarks Regulation (Regulation (EU) No. 2016/1011) of 8 June 2016 (the "*Benchmarks Regulation*").

(a)	Name of "benchmark administrator" as described in the Benchmarks Regulation:	[ ]
(b)	Such "benchmark administrator" appears on the register of administrators maintained pursuant to Article 36 of the Benchmarks Regulation:	[Yes][No]

9. **Operational Information**

Intended to be held in a manner which would	[Yes] [No. Whilst the designation is specified as "no" at the

	allow Eurosystem eligibility:	date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common Safekeeper] [*include this text for Registered Notes that are to be held under the NSS*]. Note that this does not necessarily mean that the Notes 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.] [Note that the designation "yes" simply means that the Global Collateralised Medium Term Notes are intended upon issue to be deposited with one of the International Central Securities Depositaries ("**ICSDs**") as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,] [*include this text for Registered Notes that are to be held under the NSS*] and does not necessarily mean that the Global Collateralised Medium Term Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][*include this text if "yes" selected, in which case the Global Collateralised Medium Term Notes must be issued in NGN Form or be held under the NSS*]
10.	**Collateral Eligibility Statement:**	[Clearstream Banking, société anonyme] [BNYM (European System)] [BNYM (US System)] [JPMorgan Chase Bank, N.A.] [J.P. Morgan SE – Luxembourg Branch] [BNYM (Mortgage Repo)] [*(specify the name and form of Collateral Eligibility Statement(s) relating to the relevant Custodian and, where applicable, its identification number)]*
11.	**Eligible Securities:**	[*NB: For each category of Eligible Securities, specify the relevant information using terminology from the applicable Collateral Eligibility Statement(s). Repeat list as necessary for each subsequent category*]

[N/A] [The information below is derived from the Collateral Eligibility Statement prepared by the Issuer using the form provided by the applicable Custodian. For each Repurchase Transaction relating to the Class subject to these Final Terms, the completed Collateral Eligibility Statement for such Repurchase Transaction will be consistent with the principal characteristics of the Eligible Securities as described below.] [Margin ratios will be applied in accordance with the terms set forth in the Collateral Eligibility Statement.] See the section headed *Eligible Securities*.

(i)	Category of issuer(s):	[●] [N/A] (*specify category of eligible issuers as identified in the applicable Collateral Eligibility Statement*)
(ii)	Security/issuer rating:	[●] [N/A]
(iii)	Specific issuer(s) included:	[●] [N/A]
(iv)	Specific issuer(s) excluded	[●] [N/A]
(v)	Specific country(ies) included:	[●] [N/A]
(vi)	Specific country(ies) excluded	[●] [N/A]
(vii)	Eligible security type:	[●] [N/A] (*specify security type using exact terminology set forth in applicable Collateral Eligibility Statement)*
(viii)	Denomination currency(ies)	[●] [N/A]
(ix)	Specific security identification number (s) excluded	[●] [N/A]
(x)	Concentration limits:	[●] [N/A]
(xi)	Maturity range:	[From [●]] [Up to [●]] [N/A]
(xii)	Exchanges:	[●] [N/A]
(xiii)	Indices/description:	[●] [N/A]
(xiv)	Equity indices of underlying stock:	[●] [N/A]
(xv)	Eligible currencies for cash collateral:	[●] [N/A]
(xvi)	Minimum collateral value:	[●] [N/A]
(xvii)	Restricted Securities Collateral:	[Yes. Pursuant to the Restricted Securities Collateral Protocol applicable to Visa B Common Stock, Transfer of any Restricted Securities Collateral consisting of Class B Common Stock shall be prohibited to any Person other than (a) to a Transferee that is a Permitted Restricted Securities Collateral, pursuant to Section 4.25(a)(iv) of the Certificate of Incorporation of Visa Inc. and in accordance with a Visa Inc. Class B Common Stock Transfer Letter; and (b) to a Transferee that is an Affiliate of the Transferor, pursuant to Section 4.25(a)(v) of the Certificate of Incorporation of Visa Inc. and in accordance with a Visa Inc. Class B

Common Stock Transfer Letter. Visa B Common Stock shall be an Eligible Security.] [N/A]]

12. **Eligible Assets (Mortgage Repo Classes):**

[N/A] [For each Repurchase Transaction relating to the Mortgage Repo Class subject to these Final Terms, the completed Collateral Eligibility Statement for such Repurchase Transaction will be consistent with the principal characteristics of the Eligible Assets as described below. See the section headed *Exhibit I—Eligible Assets*.

In addition to cash ("Category A"), Mortgage Loans of the indicated categories below will be Eligible Assets for purposes of such Class:

- Agency Eligible Loans (new origination) and FHA Modifications ("Category B") [Yes/No]
- Agency "wet" Loans ("Category C") [Yes/No]
- HECM Buyouts (active) ("Category D") [Yes/No]
- FHA Buyout/HECM Buyouts (inactive) ("Category E") [Yes/No]
- Qualified Jumbo Loans ("Category F") [Yes/No]
- Small Balance Commercial Mortgages ("Category G") [Yes/No]
- Non-Qualified Mortgages ("Category H") [Yes/No]
- Residential Transition Loans ("Category I") [Yes/No]
- HECM Mortgages ("Category J") [Yes/No]
- Reverse Mortgages ("Category K"); and [Yes/No]
- Seasoned ("Category L") [Yes/No]
- Commercial Mortgage Loans that are not Small Balance Commercial Mortgage Loans ("Category M") [Yes/No]

provided that, Eligible Securities, if any, indicated in paragraph 11 above may constitute Eligible Assets subject to the Security Agreement and Custodial Agreements indicated in these Final Terms at any time no Mortgage Repo Collateral is then included as Class Collateral, and provided further that:

(i) any Mortgage Loan that is or becomes real estate owned shall cease to be an Eligible Asset at the time of the related foreclosure;

(ii) any Mortgage Loan as to which future draws are available to the borrower shall cease to be an Eligible Asset upon any default in performance by the related Underlying Seller;

(iii) any Mortgage Loan shall cease to be an Eligible Asset on the last day of any permitted refinancing period established by HUD or FHA with respect to such type of Mortgage Loan; and

(iv) any Mortgage Loan shall cease to be an Eligible Asset if the Seller is aware the related servicer therefor does not have, or has not maintained as current, the requisite licenses and approvals for the applicable mortgage loan type, or if the Seller has terminated such servicer's servicing rights with respect to such Mortgage Loan, and in either case, a replacement Servicer has not been appointed within forty-five (45) days or such shorter period as may be required by applicable law or government or Agency guidelines.]

13. **Additional Terms relating to Restricted Securities Collateral**

Indicate if Class includes Restricted Securities Collateral: [Yes] [N/A]].

The Final Terms for each Class of Notes the Class Collateral for which includes Restricted Securities Collateral shall incorporate the additional eligibility restrictions set out in Section 6.18 of the Restricted Collateral Disposition Agreement.

[The Class is entitled to an extended QDI Designation Deadline of 60 days.]

TERMS AND CONDITIONS OF THE GLOBAL COLLATERALISED MEDIUM TERM NOTES

The following are the Base Conditions that will apply to the Global Collateralised Medium Term Notes. In all cases, the Base Conditions shall be subject to the applicable Final Terms, and will not apply to the extent they are inconsistent with the provisions of such Final Terms. Words and expressions defined or used in the applicable Final Terms shall have the same meanings where used in these Base Conditions unless the context otherwise requires or unless otherwise stated. All capitalised terms that are not defined in Condition 22 or elsewhere in these Base Conditions will have the meanings given to them in the applicable Final Terms. Those definitions will be endorsed on Definitive Notes. References in these Base Conditions to "Global Collateralised Medium Term Notes" are to the Global Collateralised Medium Term Notes of one Class only, not to all Global Collateralised Medium Term Notes that may be issued under the Global Collateralised Medium Term Note Series.

The Global Collateralised Medium Term Notes are issued by Barclays Bank PLC (or any New Bank Issuer substituted in accordance with Condition 14, the "**Bank**"), as specified in the applicable Final Terms, and references to "**Global Collateralised Medium Term Notes**" shall be construed accordingly. The Global Collateralised Medium Term Notes are supported by a limited recourse payment undertaking by Barclays CCP Funding LLP (the "**LLP**") limited only to the Collateral expressed in the relevant Security Agreement as applicable to the Class held by such Noteholder (the "**LLP Undertaking**"). Global Collateralised Medium Term Notes are issued pursuant to the Agency Agreement in respect of the Global Collateralised Medium Term Notes and with the benefit of a Deed of Covenant dated as of the Series Closing Date, as further amended and/or supplemented and/or restated as at the Issue Date (the "**Deed of Covenant**") executed by the Issuer. The date of execution of the GCMTN Series Documents is referred to herein as the Series Closing Date (the "**Series Closing Date**").

These Base Conditions include summaries of, and are subject to, the provisions of the Agency Agreement. The Noteholders, holders of interest coupons (and, where applicable, talons for further coupons ("**Talons**")) (the "**Coupons**", which term shall be deemed to include Talons) relating to interest bearing Global Collateralised Medium Term Notes in bearer form are entitled to the benefit of, and are deemed to have notice of and are bound by, the provisions of the Agency Agreement (insofar as they relate to the Global Collateralised Medium Term Notes and/or Coupons) and the applicable Final Terms, which are binding on them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the registered office of the Issuer and the specified offices of the Paying Agents, the Transfer Agents and the Registrars. The calculation agent, the issue and paying agent, the registrar, the paying agents and the transfer agents for the time being are referred to respectively as the "**Calculation Agent**", the "**Issue and Paying Agent**", the "**Registrar**", the "**Paying Agents**", and the "**Transfer Agents**".

"**Agents**" means the Calculation Agent and the Issue and Paying Agent together with, in the case of such Global Collateralised Medium Term Notes in bearer form ("**Bearer Notes**"), the other Paying Agents and, in the case of such Global Collateralised Medium Term Notes in registered form ("**Registered Notes**"), the Registrar and the other Transfer Agents, and any other agent or agents appointed from time to time in respect of such Global Collateralised Medium Term Notes.

Unless otherwise specified in the applicable Final Terms, the initial Agents shall be as follows:

(a) the initial Calculation Agent shall be The Bank of New York Mellon;

(b) the initial Issue and Paying Agent shall be The Bank of New York Mellon, acting through its London branch;

(c) the initial Registrar in respect of Registered Notes shall be The Bank of New York Mellon S.A./N.V., Luxembourg Branch (the "**Luxembourg Registrar**") in respect of Global Collateralised Medium Term Notes that are distributed outside the United States and shall be The Bank of New York Mellon (acting through its New York branch) in respect of Global Collateralised Medium Term Notes that are distributed within the United States (the "**NY Registrar**" and, together with the Luxembourg Registrar, the "**Registrars**" and each a "**Registrar**");

(d) the initial Paying Agents in respect of Bearer Notes shall be the initial Issue and Paying Agent together with The Bank of New York Mellon S.A./N.V., Luxembourg Branch (the "**Luxembourg Agent**") in

respect of Global Collateralised Medium Term Notes that are distributed outside the United States and The Bank of New York Mellon (acting through its New York branch) in respect of Global Collateralised Medium Term Notes that are distributed within the United States (the "**New York Agent**");

(e) the initial Transfer Agents in respect of Registered Notes shall be the initial Issue and Paying Agent together with the Luxembourg Agent in respect of Global Collateralised Medium Term Notes that are distributed outside the United States and the New York Agent in respect of Global Collateralised Medium Term Notes that are distributed within the United States; and

(f) the initial Exchange Agent shall be The Bank of New York Mellon (acting through its New York branch) in respect of Cleared Notes for which DTC is the Relevant Clearing System.

In connection with any issue of Global Collateralised Medium Term Notes, the Issuer may appoint agents other than, or additional to, the Agents specified above. Such other or additional Agents shall be specified in the applicable Final Terms. References in these Base Conditions or the applicable Final Terms to Agents shall be to the initial Agents specified above, as applicable, or as specified in the applicable Final Terms, or the then current Successor (whether direct or indirect) of such Agent appointed in accordance with these Base Conditions, the applicable Final Terms and the Agency Agreement with respect to such Global Collateralised Medium Term Notes.

The Global Collateralised Medium Term Notes of any Class are subject to these Base Conditions, together with the applicable Final Terms. The specific terms of each Class will be set out in the applicable Final Terms. The Issuer reserves the right to amend or replace Final Terms to present new or corrected information in compliance with the provisions of the Prospectus Regulation.

1. Form, Title and Transfer

1.1 Form

(a) Form of Global Collateralised Medium Term Notes

Global Collateralised Medium Term Notes will be issued in bearer form as Bearer Notes (with or without Coupons) or in registered form as Registered Notes, in each case, as specified in the applicable Final Terms. Bearer Notes may not be exchanged for Registered Notes and vice versa.

Global Collateralised Medium Term Notes will initially be issued in global form (which in respect of Bearer Notes shall be represented by global bearer securities ("**Global Bearer Notes**") and in respect of Registered Notes shall be represented by global registered securities ("**Global Registered Notes**"), Global Bearer Notes and Global Registered Notes being global securities ("**Global Notes**")), and may only be exchanged for Global Collateralised Medium Term Notes in definitive form (which in respect of Bearer Notes shall be issued as definitive bearer securities ("**Definitive Bearer Notes**"), and in respect of Registered Notes shall be represented by definitive registered securities ("**Definitive Registered Notes**"), Definitive Bearer Notes and Definitive Registered Notes being definitive securities ("**Definitive Notes**"), with the terms and conditions endorsed on such Definitive Notes) if specified in the applicable Final Terms, or an Exchange Event occurs and Global Notes are to be exchanged for Definitive Notes in accordance with the terms of the relevant Global Note. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs.

Bearer Notes will be issued in compliance with requirements necessary to qualify such Global Collateralised Medium Term Notes as "foreign targeted obligations" that will be exempt from Code Section 4701 excise tax. In order to comply with such requirements, Bearer Notes with a maturity of more than one year will be issued in compliance with the D Rules unless (i) the applicable Final Terms state that the Bearer Notes are issued in compliance with the C Rules or (ii) the Bearer Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Bearer Notes will not constitute "*registration required obligations*" under section 4701(b) of the United States Internal Revenue Code (an "**Excluded Issue**"), which circumstances will be referred to in the applicable Final Terms as an Excluded Issue.

(b) **Initial Issue of Global Notes**

If "NGN Form" is specified as applicable in the applicable Final Terms with respect to a Global Bearer Note or the applicable Final Terms specify that a Global Registered Note is to be held under the New Safekeeping Structure ("**NSS**"), such Global Bearer Note or Global Registered Note will be delivered on or prior to the original issue date of the Class to a common safekeeper (a "**Common Safekeeper**"). Depositing the Global Bearer Note or the Global Registered Note with the Common Safekeeper does not necessarily mean that the Global Collateralised Medium Term Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

If "CGN Form" is specified in the applicable Final Terms, the Global Note will be delivered on or prior to the original issue date of the Class to a common depositary (a "**Common Depositary**") for the Relevant Clearing System.

If the Global Note is in CGN Form or is a Global Registered Note held under NSS, upon the initial deposit of such Global Note with a Common Depositary or, as the case may be, Common Safekeeper and, in the case of a Global Registered Note, its registration in the name of a nominee for the Common Depositary or, as the case may be, Common Safekeeper, the Relevant Clearing System will credit each subscriber with a nominal amount of Global Collateralised Medium Term Notes equal to the nominal amount thereof for which it has subscribed and paid.

If the Global Note is in NGN Form, the nominal amount of the Global Collateralised Medium Term Notes shall be the relevant aggregate amount from time to time entered in the records of the Relevant Clearing System. For purposes of a Global Note in NGN Form, the records of the Relevant Clearing System shall be conclusive evidence of the nominal amount of Global Collateralised Medium Term Notes, represented by such Global Note and a statement issued by the Relevant Clearing System at any time shall be conclusive evidence of the records of the Relevant Clearing System at that time.

(c) **Exchange of Global Notes**

Each Class of Bearer Notes issued in compliance with the D Rules will be initially issued in the form of a temporary global security in bearer form (a "**Temporary Global Note**") and will be exchangeable, free of charge to the holder, on and after its Exchange Date, in whole or in part, upon certification as to non-US beneficial ownership in the form set out in the Agency Agreement for interests in a permanent bearer global security (a "**Permanent Global Note**").

Each Class of Bearer Notes issued in compliance with the C Rules or in respect of which TEFRA does not apply will be initially issued in the form of a Permanent Global Note.

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date, in whole but not in part, for Definitive Notes only upon the occurrence of an Exchange Event.

Temporary Global Notes will not be exchangeable for Definitive Notes.

If the Global Note is a CGN, on or after any due date for exchange, the holder of such Global Note may surrender it or, in the case of a partial exchange, present it for endorsement to or to the order of the Issue and Paying Agent. In exchange for any such Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note (other than a Global Bearer Note in NGN Form), deliver, or procure the delivery of, a Permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of the Temporary Global Note that is being exchanged and, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note (other than a Global Bearer Note in NGN form) exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or (iii) if the Global Note is a Global Bearer Note in NGN Form, the Issuer will procure that details of such exchange be entered pro rata in the records of the Relevant Clearing

System. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

(d) **Registered Notes**

Registered Notes of each Class which are sold in an "**offshore transaction**" within the meaning of Regulation S under the Securities Act ("**Unrestricted Notes**") will be represented by interests in a Regulation S Global Note, without Coupons, deposited with, and registered in the name of, a Common Depositary or a Common Safekeeper on behalf of the Relevant Clearing System on its issue date.

Registered Notes of each Class resold pursuant to Rule 144A of the Securities Act ("**Restricted Notes**") will be represented by a Rule 144A Global Note, without Coupons, deposited with either (i) a custodian for, and registered in the name of a nominee of, DTC or (ii) a Common Depositary or a Common Safekeeper on behalf of the Relevant Clearing System on its issue date.

1.2 **Denomination**

The applicable Final Terms will specify, among other things, the denomination or denominations (each a "**Specified Denomination**") in which such Global Collateralised Medium Term Notes are issued, the Aggregate Nominal Amount, the Issue Price per Global Collateralised Medium Term Note, the relevant Currency and the Calculation Amount per Global Collateralised Medium Term Note as at the Issue Date. All Registered Notes of a Class shall have the same Specified Denomination.

1.3 **Title**

Title to Bearer Notes and any Coupons passes by delivery and title to Registered Notes passes by registration in the Register that the Issuer shall procure is kept by the Registrar in accordance with the provisions of the Agency Agreement.

The Issuer and the relevant Agents shall (except as otherwise required by law or ordered by a court of competent jurisdiction) deem and treat the holder (as defined herein) of any Bearer Note, Coupon or Registered Note as its absolute owner for all purposes (whether or not such Global Collateralised Medium Term Note is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it (or on the Global Note representing it) or its theft or loss) and no person shall be liable for so treating the holder.

In these Base Conditions, "**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered, and "**holder**" means, in relation to a Bearer Note or Coupon, the bearer of such Bearer Note or Coupon and, in relation to a Registered Note, the person in whose name such Registered Note is registered.

1.4 **Transfers**

(a) **Transfer of Bearer Notes**

Subject to Condition 1.4(c), Bearer Notes and Coupons will be transferred by delivery.

(b) **Transfer of Registered Notes**

Subject to Condition 1.4(c), Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the relevant Definitive Registered Note or Global Registered Note (provided such Global Collateralised Medium Term Note is not a Cleared Note) representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Definitive Registered Note or Global Registered Note (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by a single Definitive Registered Note or Global Registered Note (provided such Global Collateralised

Medium Term Note is not a Cleared Note), a new Definitive Registered Note shall be issued to the transferee in respect of the part transferred and a further new Definitive Registered Note or Global Registered Note in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Global Collateralised Medium Term Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Global Collateralised Medium Term Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and each Noteholder. A copy of the current regulations will be made available by the Registrar, to the extent provided to it, to any Noteholder upon request. For the avoidance of doubt, if Registered Notes are Cleared Notes, then all (and not some only) of the Registered Notes of the same Class shall be Cleared Notes.

Investors in the Global Collateralised Medium Term Notes are referred to the Sections in the Base Prospectus headed "Purchase and Sale" and "Clearance, Settlement and Transfer Restrictions".

(c) **Transfer of Cleared Notes**

Notwithstanding Conditions 1.4(a) and (b), transfers of beneficial interests in Cleared Notes may only be effected in accordance with the Relevant Rules.

If the applicable Final Terms specify that the Global Collateralised Medium Term Notes are to be represented by a Permanent Global Note on issue, the following will apply in respect of transfers of Cleared Notes. These provisions will not prevent the trading of interests in the Global Collateralised Medium Term Notes within the Relevant Clearing System whilst they are held on behalf of such Relevant Clearing System, but will limit the circumstances in which the Global Collateralised Medium Term Notes may be withdrawn from the Relevant Clearing System.

Transfers of the holding of Global Collateralised Medium Term Notes represented by any Global Note pursuant to Condition 1.4(b) may only be made in part:

(i) if an Exchange Event occurs; or

(ii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding of Registered Notes pursuant to this Condition 1.4(c), the registered holder has given the Registrar not less than 10 Business Days' written notice at its specified office of the registered holder's intention to effect such transfer.

Investors in the Global Collateralised Medium Term Notes are referred to the Sections in the Base Prospectus headed "Purchase and Sale", "Clearance, Settlement and Transfer Restrictions" and "Book-entry Procedures for Rule 144A Global Notes Deposited with DTC".

(d) **Exercise of Options or Partial Redemption in Respect of Registered Notes**

In the case of an exercise of an Issuer's or Noteholder's option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Definitive Registered Note or Global Registered Note, as the case may be, a new Definitive Registered Note or, as the case may be, Global Registered Note shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, a separate Definitive Registered Note or Global Registered Note shall be issued in respect of those Registered Notes of that holding that have the same terms. New Definitive Registered Notes shall only be issued against surrender of the relevant existing Definitive Registered Note or Global Registered Note to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Definitive Registered Note representing the enlarged holding shall only be issued against surrender of the Definitive Registered Note or Global Registered Note representing the existing holding.

(e) **Delivery of New Registered Notes**

Each new Definitive Registered Note or Global Registered Note to be issued pursuant to Condition 1.4(b) or (d) shall be available for delivery within three business days of receipt of the form of transfer, the Option Exercise Notice or notice of redemption and surrender of the Definitive Registered Note or Global Registered Note, as the case may be. Delivery of a new Definitive Registered Note or Global Registered Note shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery of such form of transfer, the relevant Exercise Notice or notice of redemption and surrender of such Definitive Registered Note or Global Registered Note shall have been made or, at the option of the holder making such delivery and surrender as aforesaid and as specified in the relevant form of transfer, the relevant Exercise Notice, notice of redemption or otherwise in writing shall be mailed by uninsured post at the risk of the holder entitled to the new Definitive Registered Note or Global Registered Note, to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 1.4(e), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar.

(f) **Transfer Free of Charge**

Transfers of Registered Notes will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any Taxes that may be imposed in relation to it (or the giving of such indemnity as the Issuer, the Registrar or the relevant Transfer Agent may require).

(g) **Registered Note Closed Periods**

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 calendar days ending on the due date for redemption or exercise of that Global Collateralised Medium Term Note, (ii) on any day after the date of any Option Exercise Notice delivered by such Noteholder in respect of such Registered Note, (iii) during the period of 15 calendar days before any date on which Global Collateralised Medium Term Notes may be called for redemption by the Issuer at its option pursuant to Condition 4.3 or 4.4, (iv) after any such Global Collateralised Medium Term Note has been called for redemption or has been exercised or (v) during the period of seven calendar days ending on (and including) any Record Date.

2. Status

The Global Collateralised Medium Term Notes and any Coupons relating to them constitute unsecured and unsubordinated obligations of the Issuer and rank equally among themselves. The payment obligations of the Issuer under the Global Collateralised Medium Term Notes and any related Coupons will rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer (except for such obligations as may be preferred by provisions of law that are both mandatory and of general application). The Global Collateralised Medium Term Notes do not evidence deposits of the Issuer. The Global Collateralised Medium Term Notes are not insured or guaranteed by any government or government agency.

The obligations of the LLP under the LLP Undertakings constitute direct, unsubordinated and secured limited recourse obligations of the LLP.

3. Interest

If the applicable Final Terms specify that interest applies to any Class of Global Collateralised Medium Term Notes, each Global Collateralised Medium Term Note of such Class will bear interest on the applicable Principal Amount Outstanding from and including the Interest Commencement Date at a rate or rates per annum (expressed as a percentage) (the "**Interest Rate**") specified in, or determined in accordance with, the provisions of this Condition 3 and applicable Final Terms. Interest will be payable in arrears on the date or dates specified in the applicable Final Terms (the "**Interest Payment Dates**" and each an "**Interest Payment Date**").

If Fixed Rate Notes are issued in definitive form, except as provided in the applicable Final Terms, the amount of interest payable in respect of each Interest Period will amount to the Interest Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Except in the case of Global Collateralised Medium Term Notes in definitive form where an applicable Interest Amount or Broken Amount is specified in the applicable Final Terms, the Interest Amount payable in respect of each Interest Period in respect of any Global Collateralised Medium Term Note will, subject to Condition 5, be calculated by the Calculation Agent in respect of the immediately preceding Interest Period and shall be equal to the product of:

(i) the applicable Interest Rate, as adjusted, if applicable, in accordance with Condition 3.2(d) (Floating Rate Note Provisions and Benchmark Replacement – Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFT or €STR);

(ii) (a) in the case of Global Collateralised Medium Term Notes represented by a Global Bearer Note or a Global Registered Note, the aggregate outstanding nominal amount of the Global Collateralised Medium Term Notes represented by such Global Note or (b) in the case of Global Collateralised Medium Term Notes in definitive form, the applicable Calculation Amount specified in the applicable Final Terms; and

(iii) the Day Count Fraction for the relevant Interest Period,

and rounding the resultant figure in accordance with Condition 5.1 (*Calculations*).

Where the Specified Denomination of a Global Collateralised Medium Term Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Global Collateralised Medium Term Note shall, in accordance with Condition 5.3, be the product of the amount for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

If the applicable Final Terms specify Global Collateralised Medium Term Notes to be Zero Coupon Notes, the Global Collateralised Medium Term Notes of such Class will not bear interest except in respect of any overdue principal following the Maturity Date (or such other date as specified in the applicable Final Terms).

Unless otherwise stated in the Final Terms, the Interest Amount for an Interest Period may be a positive or negative value or zero. When the Interest Amount is a negative value (either due to a negative Interest Rate (whether a Floating Rate, Variable Rate or otherwise) or by operation of a negative Margin that is added to the Reference Rate), the negative Interest Amount shall be offset against the Redemption Amount on the Maturity Date, Early Redemption Date, Make-Whole Redemption Date or Optional Redemption Date, as applicable. The Redemption Amount may be zero, but may not be a negative value.

3.1 Interest on Fixed Rate Notes

If "**Fixed Rate**" is specified as the Interest Rate in the applicable Final Terms, the Interest Rate will be the rate specified in the applicable Final Terms.

3.2 Floating Rate Note Provisions and Benchmark Replacement

(a) **Application**: Condition 3.2(b) (*Floating Rate Note Provisions and Benchmark Replacement—Accrual of interest*) to 3.2(g) (*Floating Rate Note Provisions and Benchmark Replacement—ISDA Determination)* and 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement – Maximum or Minimum Interest Rate*) to 3.2(m) (*Floating Rate Note Provisions and Benchmark Replacement—Notifications etc.*) are applicable to the Global Collateralised Medium Term Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable; Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) is

applicable to the Global Collateralised Medium Term Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may, applicable to the Global Collateralised Medium Term Notes is not SOFR; and Condition 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event*) is applicable to the Global Collateralised Medium Term Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Global Collateralised Medium Term Notes is SOFR.

(b) ***Accrual of interest***: The Global Collateralised Medium Term Notes bear interest from (and including), the Interest Commencement Date at the Interest Rate payable in arrear on each Interest Payment Date, subject as provided in Condition 6 (*Payments and Deliveries*). Each Global Collateralised Medium Term Note will cease to bear interest from (and including) the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 3.2(b) (*Floating Rate Note Provisions and Benchmark Replacement—Accrual of interest*) (as well after as before judgment) until (and including) whichever is the earlier of (i) the day on which all sums due in respect of such Global Collateralised Medium Term Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day on which notice is given to the holder of such Global Collateralised Medium Term Note that sufficient funds for payment of such sums have been received by the Paying Agent.

(c) ***Screen Rate Determination (other than Floating Rate Notes which reference SONIA, SOFR, €STR or OBFR)***: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined and the Reference Rate specified in the relevant Final Terms is not SONIA, SOFR, €STR or OBFR, the Interest Rate applicable to the Global Collateralised Medium Term Notes for each Interest Period will (subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) and Condition 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement—Maximum or Minimum Interest Rate*)) be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the relevant time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Interest Rate for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the relevant time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Determination Agent shall determine such rate at such time and by reference to such sources as it determines appropriate; and

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the relevant time on the relevant

Interest Determination Date,

and the Interest Rate for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined**; provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Interest Rate applicable to the Global Collateralised Medium Term Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Global Collateralised Medium Term Notes in respect of a preceding Interest Period.

(d) ***Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR or €STR***

(i) If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined, Index Determination is specified in the relevant Final Terms as not applicable and the Reference Rate specified in the relevant Final Terms is SONIA, SOFR or €STR:

(A) where the Calculation Method in respect of the relevant Series is specified in the relevant Final Terms as being "**Compounded Daily**", the Interest Rate applicable to the Global Collateralised Medium Term Notes for each Interest Period will (subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) or 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event)*, as the case may be, and Condition 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement—Maximum or Minimum Interest Rate*) and subject as provided below) be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(B) where the Calculation Method in respect of the relevant Series is specified in the relevant Final Terms as being "**Weighted Average**", the Interest Rate applicable to the Global Collateralised Medium Term Notes for each Interest Period will (subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) or 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event)*, as the case may be, and Condition 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement—Maximum or Minimum Interest Rate*) and subject as provided below) be the Weighted Average Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.

(ii) Where "**SONIA**" is specified as the Reference Rate in the relevant Final Terms, subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*), if, in respect of any Business Day, the Calculation Agent determines that the SONIA rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA rate shall be:

(A) (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant Business Day; plus (ii) the mean of the spread of the SONIA rate to the Bank Rate over the previous five days on which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

(B) if the Bank Rate is not published by the Bank of England at 5.00 p.m. (or, if earlier, close of business) on the relevant Business Day, the SONIA rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the SONIA rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors),

and, in each case, "**r**" shall be interpreted accordingly.

Notwithstanding the paragraph above, and without prejudice to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*), in the event of the Bank of England publishing guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent shall, in accordance with the instructions of the Issuer, follow such guidance in order to determine the SONIA rate, for purposes of the Global Collateralised Medium Term Notes, for so long as the SONIA rate is not available or has not been published by the authorised distributors.

(iii) Where "**SOFR**" is specified as the Reference Rate in the relevant Final Terms, subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*), if, in respect of any Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the SOFR for the first preceding Business Day on which the SOFR was published on the Relevant Screen Page ("**r**" shall be interpreted accordingly).

(iv) where "**€STR**" is specified as the Reference Rate in the relevant Final Terms, subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*), if, in respect of any Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the €STR for the first preceding Business Day on which the €STR was published on the Relevant Screen Page; ("**r**" shall be interpreted accordingly).

(v) In the event that the Interest Rate for the relevant Interest Period cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) or 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event)*, as the case may be, the Interest Rate for such Interest Period shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Global Collateralised Medium Term Notes, the initial Interest Rate which would have been applicable to such Series for the first Interest Period had the Global Collateralised Medium Term Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Interest Rate or Minimum Interest Rate applicable to the first Interest Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Global Collateralised Medium Term Notes, the Interest Rate that applied to the immediately preceding Interest Period.

(vi) If the relevant Series become due and payable in accordance with Condition 7 (Acceleration Events), the last Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Global Collateralised Medium Term Notes became due and payable and the Interest

Rate on such Global Collateralised Medium Term Notes shall, for so long as any such Global Collateralised Medium Term Note remains outstanding, be that determined on such date.

(vii) For the purposes of this Condition 3.2(d) *(Floating Rate Note Provisions and Benchmark Replacement—Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR or €STR*):

If "**Payment Delay**" is specified in the relevant Final Terms as being applicable, all references in these Conditions to interest on the Global Collateralised Medium Term Notes being payable on an Interest Payment Date shall be read as reference to interest on the Global Collateralised Medium Term Notes being payable on an Effective Interest Payment Date instead;

"**Applicable Period**" means,

(A) where "**Lag**", "**Lock-out**" or "**Payment Delay**" is specified as the Observation Method in the relevant Final Terms, Interest Period; and

(B) where "**Observation Shift**" is specified as the Observation Method in the relevant Final Terms, Observation Period;

"**Business Day**" or "**BD**", means, (i) where "**SONIA**" is specified as the Reference Rate, any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London; (ii) where "**SOFR**" is specified as the Reference Rate, any day which is a U.S. Government Securities Business Day and is not a legal holiday in New York and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed; and (iii) where "**€STR**" is specified as the Reference Rate, a TARGET Settlement Day;

"**Compounded Daily Reference Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{r_{i-pBD}\times n_i}{\mathrm{D}}\right)-1\right]\times\frac{\mathrm{D}}{d}$$

"**D**" is the number specified in the relevant Final Terms;

"**d**" means, for the relevant Applicable Period, the number of calendar days in such Applicable Period;

"**d_o**" means, for the relevant Applicable Period, the number of Business Days in such Applicable Period;

"**€STR**" means, in respect of any Business Day, a reference rate equal to the daily euro short-term rate for such euro Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank as at the date of this Base Prospectus at http://www.ecb.europa.eu, or any successor website officially designated by the European Central Bank (the "**ECB's Website**") in each case, on or before 9:00 a.m., (Central European Time) on the euro Business Day immediately following such Business Day;

"**i**" means, for the relevant Applicable Period, a series of whole numbers from one to d_o, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Applicable Period;

"**Lock-out Period**" means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date;

"**ni**", for any Business Day "i" in the Applicable Period, means the number of calendar days from, and including, such Business Day "i" up to but excluding the following Business Day;

"**Observation Period**" means, in respect of the relevant Interest Period, the period from, and including, the date falling "p" Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is "p" Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" Business Days prior to such earlier date, if any, on which the Global Collateralised Medium Term Notes become due and payable);

"**p**" means, for any Interest Period:

(A) where "**Lag**" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified five Business Days);

(B) where "**Lock-out**" is specified as the Observation Method in the relevant Final Terms, zero;

(C) where "**Observation Shift**" is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five Business Days);

"**r**" means:

(A) where in the relevant Final Terms "**SONIA**" is specified as the Reference Rate and either "**Lag**" or "**Observation Shift**" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day;

(B) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and either "**Lag**" or "**Observation Shift**" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day;

(C) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and either "**Lag**" or "**Observation Shift**" is specified as the Observation Method, in respect of any Business Day, the €STR in respect of such Business Day;

(D) where in the relevant Final Terms "**SONIA**" is specified as the Reference Rate and "**Lock-out**" is specified as the Observation Method:

(i) in respect of any Business Day "i" that is a Reference Day, the SONIA rate in respect of the Business Day immediately preceding such Reference Day, and

(ii) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SONIA rate in respect of the Business Day immediately preceding the last Reference Day of the relevant

Interest Period (such last Reference Day coinciding with the Interest Determination Date);

(E) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and "**Lock-out**" is specified as the Observation Method:

(i) in respect of any Business Day "i" that is a Reference Day, the SOFR in respect of the Business Day immediately preceding such Reference Day, and

(ii) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the SOFR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);

(F) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and "**Lock-out**" is specified as the Observation Method:

1) in respect of any Business Day "i" that is a Reference Day, the €STR in respect of the Business Day immediately preceding such Reference Day, and

2) in respect of any Business Day "i" that is not a Reference Day (being a Business Day in the Lock-out Period), the €STR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date);

(G) where in the relevant Final Terms "**SONIA**" is specified as the Reference Rate and "**Payment Delay**" is specified as the Observation Method, in respect of any Business Day, the SONIA rate in respect of such Business Day, provided however that, in the case of the last Interest Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "**r**" shall be the SONIA rate in respect of the Rate Cut-off Date;

(H) where in the relevant Final Terms "**SOFR**" is specified as the Reference Rate and "**Payment Delay**" is specified as the Observation Method, in respect of any Business Day, the SOFR in respect of such Business Day, provided however that, in the case of the last Interest Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "**r**" shall be the SOFR in respect of the Rate Cut-off Date; and

(I) where in the relevant Final Terms "**€STR**" is specified as the Reference Rate and "**Payment Delay**" is specified as the Observation Method, in respect of any Business Day, the €STR in respect of such Business Day, **provided however that**, in the case of the last Interest Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, "**r**" shall be the €STR in respect of the Rate Cut-off Date;

"**Reference Day**" means each Business Day in the relevant Interest Period, other than any Business Day in the Lock-out Period;

"**ri-pBD**" means the applicable Reference Rate as set out in the definition of "r" above for, (i) where, in the relevant Final Terms, "**Lag**" is specified as the Observation Method, the Business Day (being a Business Day falling in the relevant Observation Period) falling "p"

Business Days prior to the relevant Business Day "i" or, (ii) otherwise, the relevant Business Day "i";

"**SOFR**" means, in respect of any Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Federal Reserve's Website, in each case on or about 5.00 p.m. (New York City Time) (the "**SOFR Determination Time**") on the Business Day immediately following such Business Day;

"**SONIA**" means, in respect of any Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors in each case on the Business Day immediately following such Business Day; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**Weighted Average Reference Rate**" means:

(A) where "**Lag**" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and

(B) where "**Lock-out**" is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period, **provided however that** for any calendar day of such Interest Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(e) ***Index Determination***: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined and Index Determination is specified in the relevant Final Terms as being applicable, the Interest Rate applicable to the Global Collateralised Medium Term Notes for each Interest Period will be the compounded daily reference rate for the relevant Interest Period, calculated in accordance with the following formula and to the Relevant Decimal Place, all as determined and calculated by the Calculation Agent on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Margin:

$$\left(\frac{Compounded\ Index\ End}{Compounded\ Index\ Start} - 1\right) \times \frac{Numerator}{d}$$

where:

"**Compounded Index**" shall mean either SONIA Compounded Index or SOFR Compounded Index, as specified in the relevant Final Terms;

"**Compounded Index End**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Period);

"**Compounded Index Start**" means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Period.

"**d**" is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined;

"**Index Days**" means, in the case of the SONIA Compounded Index, London Banking Days, and, in the case of the SOFR Compounded Index, U.S. Government Securities Business Days;

"**London Banking Day**" means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**Numerator**" shall, unless otherwise specified in the relevant Final Terms, be 365 in the case of the SONIA Compounded Index and 360 in the case of the SOFR Compounded Index;

"**Relevant Decimal Place**" shall, unless otherwise specified in the relevant Final Terms, be the fifth decimal place in the case of the SONIA Compounded Index and the seventh decimal place in the case of the SOFR Compounded Index, in each case rounded up or down, if necessary (with 0.000005 or, as the case may be, 0.00000005 being rounded upwards);

"**Relevant Number**" shall, unless otherwise specified in the relevant Final Terms, be five in the case of the SONIA Compounded Index and two in the case of the SOFR Compounded Index;

"**SOFR Compounded Index**" means the compounded daily SOFR rate, as published at 15:00 (New York time) by the Federal Reserve Bank of New York (or a successor administrator of SOFR) on the website of the Federal Reserve Bank of New York, or any successor source; and

"**SONIA Compounded Index**" means the compounded daily SONIA rate as published at 10:00 (London time) by the Bank of England (or a successor administrator of SONIA) on the Bank of England's Interactive Statistical Database, or any successor source.

Provided that a Benchmark Event has not occurred in respect of SONIA or a Benchmark Transition Event and its related Benchmark Replacement Date has not occurred in respect of SOFR, as the case may be, if, with respect to any Interest Period, the relevant Compounded Index Start and/or Compounded Index End is not published by the administrator, the Calculation Agent shall calculate the Interest Rate for that Interest Period in accordance with Condition 3.2(d) (*Floating Rate Note Provisions and Benchmark Replacement—Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR or €STR*) as if Index Determination was not specified in the relevant Final Terms as being applicable. For these purposes, (i) the Reference Rate shall be deemed to be SONIA in the case of SONIA Compounded Index and SOFR in the case of SOFR Compounded Index, (ii) the Calculation Method shall be deemed to be Compounded Daily, (iii) the Observation Method shall be deemed to be Observation Shift, (iv) the Observation Look-back Period shall be deemed to be the Relevant Number, (v) D shall be deemed to be the Numerator and (vi) in the case of SONIA, the Relevant Screen Page will be determined by the Issuer in consultation with the Calculation Agent. If a Benchmark Event has occurred in respect of SONIA, the provisions of Condition 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Replacement*) shall apply

mutatis mutandis in respect of this Condition 3.2(e) or if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR, the provision of Condition 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event*) shall apply *mutatis mutandis* in respect of this Condition 3.2(e), as applicable.

(f) ***Screen Rate Determination for Floating Rate Notes which reference OBFR*:** If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate(s) is/are to be determined and the Reference Rate specified in the relevant Final Terms is OBFR, the Interest Rate applicable to the Global Collateralised Medium Term Notes for each Interest Period will ((subject to Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*) and Condition 3.2(j) (*Floating Rate Note Provisions and Benchmark Replacement—Maximum or Minimum Interest Rate*) and subject as provided below) be calculated by multiplying the principal amount of the Global Collateralised Medium Term Notes by an accrued interest factor, computed by adding the interest factor calculated for each day in an Interest Period (such interest factor being computed by dividing the sum of (i) OBFR as the reference rate applicable to that day (ii) plus or minus the Margin by 360, all as determined by the Calculation Agent.

(g) ***ISDA Determination***: If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate that would be determined by the Agent Bank under an interest rate swap transaction if the Agent Bank were acting as Agent Bank for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) if the Final Terms specify either "2006 ISDA Definitions" or "2021 ISDA Definitions" as the applicable ISDA Definitions:

(A) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

(B) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;

(C) the relevant Reset Date (as defined in the ISDA Definitions) is as specified in the relevant Final Terms; and

(D) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent Bank by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

1) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

2) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period,

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Determination Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

(E) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the

relevant Final Terms and:

1) Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;

2) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

3) Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms, then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

(F) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:

1) Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms, then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) as specified in the relevant Final Terms;

2) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms, (a) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (c) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

3) Averaging with Lockout is specified as the Averaging Method in the relevant Final Ter`ms, then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and

(G) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms;

(ii) references in the ISDA Definitions to:

(A) "Confirmation" shall be references to the relevant Final Terms;

(B) "Calculation Period" shall be references to the relevant Interest Period;

(C) "Termination Date" shall be references to the Maturity Date; and

(D) "Effective Date" shall be references to the Interest Commencement Date;

(iii) if the Final Terms specify "2021 ISDA Definitions" as the applicable ISDA Definitions:

(A) "Administrator/Benchmark Event" shall be disapplied; and

(B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate"; and

(iv) each of CHF-SARON, EUR-EURIBOR, EUR-EURIBOR-Reuters, EUR-EuroSTR, EUR-EuroSTR Compounded Index, GBP-SONIA, GBP-SONIA Compounded Index, HKD-HONIA, JPY-TONA, USD-SOFR and USD-SOFR Compounded Index has the meaning given in the ISDA Definitions.

(h) ***Benchmark Replacement***: Where the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Global Collateralised Medium Term Notes is not SOFR, in addition and notwithstanding the provisions above in this Condition 3.2 (*Floating Rate Note Provisions and Benchmark Replacement*), if the Issuer determines that a Benchmark Event has occurred or there is a Successor Rate, in either case when any Interest Rate (or the relevant component part thereof) remains to be determined by such Reference Rate or Mid-Swap Floating Leg Benchmark Rate, then the Issuer may elect (acting in good faith and in a commercially reasonable manner) to apply the following provisions:

(A) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner), no later than 5 Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**"), a Successor Rate (as defined below) or, alternatively, if the Independent Adviser determines that there is no Successor Rate, an Alternative Reference Rate (as defined below) for purposes of determining the Interest Rate (or the relevant component part thereof) applicable to the Global Collateralised Medium Term Notes;

(B) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine a Successor Rate or an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if the Issuer determines that there is no Successor Rate, an Alternative Reference Rate;

(C) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*)); **provided, however, that** if sub-paragraph (B) applies and the Issuer is unable to or does not

determine a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date, the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Global Collateralised Medium Term Notes in respect of the preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the Interest Rate shall be the initial Interest Rate) (subject, where applicable, to substituting the Margin that applied to such preceding Interest Period for the Margin that is to be applied to the relevant Interest Period); for the avoidance of doubt, the proviso in this sub-paragraph (C) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*);

(D) if the Independent Adviser (in consultation with the Issuer) or (if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine whether an Adjustment Spread should be applied) the Issuer (acting in good faith and in a commercially reasonable manner) determines that an Adjustment Spread should be applied to the relevant Successor Rate or the relevant Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Rate or Alternative Reference Rate (as applicable). If the Independent Adviser or the Issuer is unable to determine, prior to the Interest Determination Date relating to the next succeeding Interest Period, the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

(E) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate or Mid-Swap Floating Leg Benchmark Rate applicable to the Global Collateralised Medium Term Notes, and the method for determining the fallback rate in relation to the Global Collateralised Medium Term Notes, in order to follow market practice in relation to the Successor Rate, the Alternative Reference Rate (as applicable) and/or the Adjustment Spread. For the avoidance of doubt, the Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*). Noteholder consent shall not be required in connection with implementing the Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread or such other changes, including for the execution of any documents, amendments or other steps by the Paying Agent (if required); and

(F) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread, give notice thereof to the Paying Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate, Alternative Reference Rate (as applicable) and/or any Adjustment Spread and any consequential changes made to these Conditions.

For the purposes of this Condition 3.2(h) (*Floating Rate Note Provisions and Benchmark Replacement—Benchmark Replacement*):

"**Adjustment Spread**" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), determines is required to be applied to the Successor Rate or the

Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders and Couponholders as a result of the replacement of the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is recommended in relation to the replacement of the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(B) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or

(C) if no such customary market usage is recognised or acknowledged, the Independent Adviser (in consultation with the Issuer) or the Issuer in its discretion (as applicable), determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

"**Alternative Reference Rate**" means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable);

"**Benchmark Event**" means:

(A) the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be published as a result of such benchmark ceasing to be calculated or administered; or

(B) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that it has ceased, or will cease, publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)); or

(C) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) that such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has been or will be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) as a consequence of which such Mid-Swap Floating Leg Benchmark Rate or Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Global Collateralised Medium Term Notes; or

(E) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating

Leg Benchmark Rate or Reference Rate (as applicable) that, in the view of such supervisor, such Mid-Swap Floating Leg Benchmark Rate or Reference Rate is no longer representative of an underlying market or the methodology to calculate such Mid-Swap Floating Leg Benchmark Rate or Reference Rate has materially changed; or

(F) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, if applicable);

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense;

"**Relevant Nominating Body**" means, in respect of a reference rate or mid-swap floating leg benchmark rate:

(G) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, or any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark rate; or

(H) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the reference rate or mid-swap floating leg benchmark rate relates, (b) any other central bank or other supervisory authority which is responsible for supervising the administrator of the reference rate or mid-swap floating leg benchmark rate, (c) a group of the aforementioned central banks or other supervisory authorities, (d) the International Swaps and Derivatives Association, Inc. or any part thereof, or (e) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate (as applicable) (for the avoidance of doubt, whether or not such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has ceased to be available) which is formally recommended by any Relevant Nominating Body.

(i) ***Effect of Benchmark Transition Event***: Where the relevant Reference Rate or Mid-Swap Floating Leg Benchmark Rate, as the case may be, applicable to the Global Collateralised Medium Term Notes is SOFR, in addition and notwithstanding the provisions above in this Condition 3.2 (*Floating Rate Note Provisions and Benchmark Replacement*), this Condition 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event*) shall apply.

(i) **Benchmark Replacement:** If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Global Collateralised Medium Term Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) **Benchmark Replacement Conforming Changes:** In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

(iii) **Decisions and Determinations:** Any determination, decision or election that may be made

by the Issuer or its designee pursuant to this Condition 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event*), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable, and, notwithstanding anything to the contrary in the documentation relating to the Global Collateralised Medium Term Notes, shall become effective without consent from the Holders or any other party.

In the event that the Interest Rate for the relevant Interest Period cannot be determined in accordance with the foregoing provisions by the Issuer or its designee, the Interest Rate for such Interest Period shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate (as specified in the relevant Final Terms) is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period, in place of the Margin relating to that immediately preceding Interest Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Period is the first Interest Period for the Global Collateralised Medium Term Notes, the initial Interest Rate which would have been applicable to such Series for the first Interest Period had the Global Collateralised Medium Term Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Interest Rate or Minimum Interest Rate applicable to the first Interest Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Period is not the first Interest Period for the Global Collateralised Medium Term Notes, the Interest Rate that applied to the immediately preceding Interest Period.

For the purposes of this Condition 3.2(i) (*Floating Rate Note Provisions and Benchmark Replacement—Effect of Benchmark Transition Event*):

"**Benchmark**" means, initially, SOFR; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(A) the sum of: (a) the alternate Interest Rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;

(B) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or

(C) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. Dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

"**Benchmark Replacement Adjustment**" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(A) the spread adjustment, or method for calculating or determining such spread

adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(B) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or

(C) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated floating rate notes at such time;

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or its designee decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decide that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determine is reasonably necessary);

"**Benchmark Replacement Date**" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(A) in the case of sub-paragraph (A) or (B) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(B) in the case of clause (C) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"**Benchmark Transition Event**" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

(A) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that,** at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);

(B) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a

resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark (or such component), which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, **provided that,** at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(C) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"**designee**" means a designee as selected and separately appointed by the Issuer as designee for the Global Collateralised Medium Term Notes in writing;

"**ISDA Fallback Adjustment**" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is SOFR, the SOFR Determination Time, and (2) if the Benchmark is not SOFR, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(j) ***Maximum or Minimum Interest Rate***: If any Maximum Interest Rate or Minimum Interest Rate is specified in the relevant Final Terms, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Final Terms, the Minimum Interest Rate shall be deemed to be zero.

(k) ***Calculation of Interest Amount***: The Calculation Agent will, as soon as practicable after the time at which the Interest Rate is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Global Collateralised Medium Term Note for such Interest Period. The Interest Amount will be calculated by applying the Interest Rate for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a subunit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Global Collateralised Medium Term Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(l) ***Publication***: The Calculation Agent will cause each Interest Rate and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be

determined by it together with any relevant payment date(s) to be notified to the Issuer and Paying Agents and the competent authority and/or stock exchange by which the Global Collateralised Medium Term Notes have then been admitted to listing and/or trading as soon as possible after such determination but (in the case of each Interest Rate, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also be given to the Noteholders in accordance with Condition 13 (Notices) as soon as possible after the determination or calculation thereof. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Global Collateralised Medium Term Note having the minimum Specified Denomination.

(m) ***Notifications etc***: All notifications, opinions, communications, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 3.2 (*Floating Rate Note Provisions and Benchmark Replacement*) by the Calculation Agent will (in the absence of manifest error) be final and binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders. No Noteholder or Couponholder shall be entitled to proceed against the Calculation Agent, the Paying Agents or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder, including without limitation in respect of any notification, opinion, communication, determination, certificate, calculation, quotation or decision given, expressed or made for the purposes of this Condition 3.2 (*Floating Rate Note Provisions and Benchmark Replacement*).

3.3 Variable Rate Notes

Each Variable Rate Note bears interest at a rate or rates (the "**Variable Rate**") determined on the basis of the formula or method as may be specified for such purpose in a supplement to the Base Prospectus and as otherwise determined by the Calculation Agent in accordance with Condition 5.

3.4 Zero Coupon Notes

If "Zero Coupon" is specified as the Interest Rate in the applicable Final Terms, the Global Collateralised Medium Term Notes will not bear interest and references to interest and Coupons in these Base Conditions are not applicable, provided however that where any such Global Collateralised Medium Term Note is repayable prior to the Maturity Date (or such other date specified in the applicable Final Terms) and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount for such Global Collateralised Medium Term Note.

3.5 Accrual of Interest

Subject to Condition 6.5(c), interest shall cease to accrue on each interest bearing Global Collateralised Medium Term Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgement) at the Interest Rate in the manner provided in this Condition 3 to the Relevant Date as if such period was an Interest Period.

4. Redemption

4.1 Redemption

Unless previously redeemed in accordance with this Condition 4 or purchased and cancelled in accordance with Condition 19, each Global Collateralised Medium Term Note will, subject to Conditions 5 and 6, be redeemed in whole at the Final Redemption Amount on the Maturity Date.

4.2 **Early Redemption at the Option of Noteholders**

If "Put Option" is specified to apply in the applicable Final Terms, upon the Noteholder giving not less than the Put Notice Period Number of Business Days' irrevocable notice to the Issuer, with a copy to the Issue and Paying Agent (such notice, an "**Option Exercise Notice**") (such period the "**Put Notice Period**") on any Put Option Exercise Date within the Put Option Exercise Period, the Issuer shall, subject to Conditions 5 and 6 and the conditions to exercise set out below, redeem or, directly or through an intermediary, repurchase each Global Collateralised Medium Term Note to which such notice relates in whole (but not in part) at its Optional Redemption Amount on the Optional Redemption Date.

Notwithstanding anything to the contrary herein, to exercise such option the Noteholder must deposit (in the case of Bearer Notes) the relevant Bearer Notes (together with all unmatured or unexchanged Coupons) with any Paying Agent or (in the case of Registered Notes) the relevant Global Registered Note or Definitive Registered Note representing such Registered Notes with the Registrar or any Transfer Agent at its specified office together with the duly completed irrevocable option exercise notice (such notice, an "**Option Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable). If the Global Collateralised Medium Term Notes are Cleared Notes, such option may be exercised by the relevant Noteholder giving an Option Exercise Notice to the Issue and Paying Agent through the Relevant Clearing Systems stating the nominal amount of Global Collateralised Medium Term Notes in respect of which the Put Option is exercised and the relevant Common Depositary, Common Safekeeper, custodian or nominee shall deposit and surrender the relevant Global Collateralised Medium Term Notes in accordance with the Relevant Rules. No transfers of interests in Cleared Notes in respect of which an Option Exercise Notice has been delivered will be valid and an Option Exercise Notice in respect of Cleared Notes must be accompanied by a copy of instructions given to the Relevant Clearing System by the relevant accountholder that the accountholder's account be blocked for such purposes. No Global Collateralised Medium Term Notes so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Any Option Exercise Notice delivered after 8:00 a.m. (New York time) shall be deemed delivered the following Business Day.

For the avoidance of doubt, if the last day of the relevant Put Notice Period is the same date as the Maturity Date, unless otherwise specified in the applicable Final Terms, the Global Collateralised Medium Term Notes shall be redeemed or repurchased in accordance with this Condition 4.2.

4.3 **Early Redemption at the Option of the Issuer**

If "Call Option" is specified to apply in the applicable Final Terms, the Issuer may, on giving not less than the Issuer Notice Period Number of Business Days' irrevocable notice to Noteholders, with a copy to the Issuer and Paying Agent (such notice, an "**Early Redemption Notice**") (such period, the "**Issuer Notice Period**") and provided that if the notice relates to a Call Option such notice is delivered on the Issuer Option Exercise Date within the Issuer Option Exercise Period and subject to Conditions 5 and 6, redeem or, directly or through an intermediary, repurchase some or all of the Global Collateralised Medium Term Notes in whole (but not in part) at its Optional Redemption Amount together with accrued interest on the Optional Redemption Date.

For the avoidance of doubt, if the last day of the relevant Issuer Notice Period is the same date as the Maturity Date, unless otherwise specified in the applicable Final Terms, the Global Collateralised Medium Term Notes shall be redeemed or repurchased in accordance with this Condition 4.3.

In the event that any option of the Issuer is exercised with respect to some but not all of the Global Collateralised Medium Term Notes of any Class and such Global Collateralised Medium Term Notes are Cleared Notes, such Global Collateralised Medium Term Notes will (i) in the case of Cleared Notes represented by Definitive Bearer Notes, be selected individually by lot note more than 30 days prior to the date fixed for redemption and (ii) in the case of Cleared Notes represented by a Global Note, be selected in accordance with the standard procedures and Relevant Rules (to be reflected in the records of the Relevant Clearing System as either a pool factor or a reduction in nominal amount, as applicable at their discretion).

With respect to any Class the Collateral for which includes Restricted Securities Collateral comprised of Visa B Common Stock, if (i) the "Escrow Termination Date" (as defined in the Certificate of Incorporation of Visa Inc.) shall occur, (ii) the Issuer shall determine that Visa Inc. (or any affiliate or agent thereof) is reasonably likely to challenge the validity of any transfer or pledge of such Restricted Securities Collateral pursuant to the GCMTN Series Documents or (iii) Restricted Collateral Disposition Administrator shall cease to act in such capacity or the Issuer shall reasonably determine that the Restricted Collateral Disposition Administrator cannot continue to act in such capacity, then the Issuer may, at its sole and absolute discretion, on giving irrevocable notice thereof to Noteholders, with a copy to the Issue and Paying Agent, redeem or, directly or through an Intermediary, repurchase all of the Global Collateralised Medium Term Notes of such Class in whole, subject to Conditions 5 and 6, at their Early Redemption Amount on the date specified in such notice.

The section entitled "*Definitions*" beginning on page 258 of the Base Prospectus shall be amended by the insertion of the following terms in the appropriate alphabetical order.

"**Restricted Securities Collateral**" means (a) Visa B Common Stock and (b) such other securities so designated from time to time subject to any Restricted Securities Collateral Protocol (as defined in any Security Agreement).

"**Visa B Common Stock**" means (a) the shares originally designated by Visa Inc. as Class B Common Stock and having a par value of $0.0001 per share and that were redesignated by Visa Inc. as Class B-1 Common Stock, par value $0.0001 per share, (b) if such Class B-1 Common Stock are treated as Class B-X Common Stock (hereinafter as defined in the Certificate of Incorporation of Visa Inc.) for purposes of any Class B-X Exchange Offer (hereinafter as defined in the Certificate of Incorporation of Visa Inc.), the resulting Class B-Y Common Stock (hereinafter as defined in the Certificate of Incorporation of Visa Inc.) issued in such Class B-X Exchange Offer, and (c) if such Class B-Y Common Stock are in turn treated as Class B-X Common Stock for purposes of any additional Class B-X Exchange Offer, the resulting Class B-Y Common Stock issued in such additional Class B-X Exchange Offer, in each case regardless of whether such Class B-Y Common Stock is designed as Class B-2 Common Stock, par value $0.0001 per share, Class B-3 Common Stock, par value $0.0001 per share, Class B-4 Common Stock, par value $0.0001 per share, or Class B-5 Common Stock, par value $0.0001 per share.

4.4 **Early Redemption or Adjustment following the Occurrence of an Additional Disruption Event**

If an Additional Disruption Event occurs, the Issuer may, at its sole and absolute discretion:

(a) request that the Calculation Agent determines, at its sole and absolute discretion, whether an appropriate adjustment can be made to the Conditions and any other provisions relating to the Global Collateralised Medium Term Notes to account for the economic effect of such event on the Global Collateralised Medium Term Notes and to preserve substantially the economic effect to the Noteholders of a holding of the relevant Global Collateralised Medium Term Note. If the Calculation Agent determines that such adjustment(s) can be made, the Issuer shall determine the effective date of such adjustment(s) and take the necessary steps to effect such adjustment(s). The Issuer shall notify Noteholders of any such adjustment(s) in accordance with Condition 13 as soon as reasonably practicable after the nature and effective date of the adjustments are determined. If the Calculation Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the Noteholders of a holding of the relevant Global Collateralised Medium Term Note, it shall notify the Issuer of such determination and no adjustment(s) shall be made. None of the Calculation Agent, the Issuer or any other party shall be liable to any holder, Noteholder or any other person for any determination and/or adjustment made by the Calculation Agent and/or the Issuer pursuant to this Condition 4.4(a); or

(b) on giving not less than 10 Business Days' irrevocable notice to Noteholders, with a copy to the Issue and Paying Agent (or such other notice period as may be specified in the applicable Final Terms) (such period, the "**Early Redemption Notice Period**") in accordance with Condition 13 (such notice an "**Additional Disruption Event Redemption Notice**"), redeem or, directly or through an Intermediary, repurchase all of the Global Collateralised Medium Term Notes of the relevant Series in whole, subject to Conditions 5 and 6, at their Early Redemption Amount on the Early Redemption Date.

4.5 **Extension Option**

If "Extension Option" is specified to apply in the applicable Final Terms, the Noteholder and/or the Issuer, as specified in the Final Terms, may elect to cause the Issuer to extend the Maturity Date applicable to all of the Global Collateralised Medium Term Notes that are subject to an Extension Option or, if permitted in the applicable Final Terms, any portion thereof greater than the Minimum Extendible Amount (or any multiple of $1,000 in excess thereof) specified in the applicable Final Terms, by giving not less than the Extension Option Notice Period Number of Business Days' irrevocable notice to the Issuer and/or to the Noteholder, as applicable, setting forth the principal amount of the Global Collateralised Medium Term Notes to be extended, with a copy to the Issue and Paying Agent (such notice, an "**Extension Option Exercise Notice**") (such period the "**Extension Option Notice Period**") on any Extension Option Exercise Date within the Extension Option Exercise Period, provided that no such proposed extension may result in any remaining Global Collateralised Medium Term Notes of such Noteholder having an outstanding principal amount of less than the Specified Denomination. The new Maturity Date specified in the Extension Option Exercise Notice shall be no more than the Extension Period specified in the applicable Final Terms following the previously scheduled Maturity Date, and in any event may not be later than the Final Maturity Date. The applicable Final Terms may specify more than one Extension Option Notice Period. Any Extension Option Exercise Notice delivered after 8:00 a.m. (New York time) shall be deemed delivered the following Business Day.

For all Global Collateralised Medium Term Notes with respect to which an Extension Option Exercise Notice is delivered during an Extension Option Notice Period, the existing security code and the maturity of such Global Collateralised Medium Term Notes will be extended from the then-scheduled maturity date to the maturity date specified in the Extension Option Exercise Notice. If only a portion of the Global Collateralised Medium Term Notes held by such Noteholder are the subject of an Extension Option Exercise Notice (the Notes not so extended, collectively, "**Unextended Notes**") and concurrently with the extension of the other Notes held by such Noteholder, a new security code will be made available by the Issue and Paying Agent in respect of such Unextended Notes, with a maturity date equal to the then-scheduled maturity date (without giving effect to the extension described above). The principal amount of such Unextended Notes, and all unpaid interest accrued thereon through the then-scheduled maturity date, will remain due and payable on the then-scheduled maturity date (without giving effect to the extension described above).

4.6 **Conflicting Elections**

(a) **Conflicting Put Option and Call Option**

(i) If the Call Option is validly exercised following a valid exercise of a Put Option but prior to the Optional Redemption Date, any such prior exercise of the Put Option will be disregarded and the redeemed or repurchased Global Collateralised Medium Term Notes will be redeemed in accordance with the terms of the Call Option.

(ii) If the Put Option is validly exercised following a valid exercise of a Call Option but prior to the Optional Redemption Date, such exercise of the Put Option will be disregarded and the Global Collateralised Medium Term Notes will be redeemed or repurchased in accordance with the terms of the Call Option.

(b) **Conflicting Call Option and Extension Option**

(i) If the Call Option is validly exercised following a valid exercise of an Extension Option but prior to the extension of the related Global Collateralised Medium Term Notes, any prior Extension Option Exercise Notice will be disregarded and the Global Collateralised Medium Term Notes will be redeemed or repurchased in accordance with the terms of the Call Option.

(ii) If the Extension Option is validly exercised following a valid exercise of a Call Option but prior to the Optional Redemption Date, any prior Extension Option Exercise Notice will be disregarded to the extent it relates to Global Collateralised Medium Term Notes subject to the Call Option, and the Global

Collateralised Medium Term Notes will be redeemed or repurchased in accordance with the terms of the Call Option.

(c) **Conflicting Put Option and Extension Option**

(i) If the Put Option is validly exercised following a valid exercise of an Extension Option but prior to the extension of the related Global Collateralised Medium Term Notes, such Put Option will be disregarded.

(ii) If the Extension Option is validly exercised following a valid exercise of a Put Option but prior to the Optional Redemption Date, any such Extension Option Exercise Notice will be disregarded to the extent it relates to the related Global Collateralised Medium Term Notes, and the related Global Collateralised Medium Term Notes will be redeemed or repurchased in accordance with the terms of the Put Option.

4.7 **Make-Whole Redemption at the Option of the Issuer**

If "Make-Whole Redemption Option" is specified to apply in the applicable Final Terms, the Issuer may, on giving not less than the Issuer Notice Period Number of Business Days' irrevocable notice to Noteholders, with a copy to the Issuer and Paying Agent (such period, the "**Issuer Make-Whole Redemption Notice Period**") and subject to Conditions 5 and 6, redeem or, directly or through an intermediary, repurchase some or all of the Global Collateralised Medium Term Notes in whole (but not in part) on any date prior to their Maturity Date (the "**Make-Whole Redemption Date**") at their Make-Whole Redemption Amount. The "**Make-Whole Redemption Amount**" will be an amount calculated by the Calculation Agent which is the greater of (a) 100 per cent. of the nominal amount of the Global Collateralised Medium Term Notes so redeemed and (b) the sum of the then present values of the remaining scheduled payments of principal and interest on such Global Collateralised Medium Term Notes (not including any interest accrued on the Global Collateralised Medium Term Notes to, but excluding, the relevant Make-Whole Redemption Date on an annual basis at the Redemption Rate (as specified in the applicable Final Terms) plus a Redemption Margin (as specified in the applicable Final Terms) plus, in each case (a) or (b) above, any interest accrued on the Global Collateralised Medium Term Notes to, but excluding, the Make-Whole Redemption Date, taking into account any Early Redemption Costs (which, for the avoidance of doubt, will reduce the Make-Whole Redemption Amount).

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

4.8 **Redemption at the Option of the Issuer upon an Insolvency Event of the related Noteholder**

Following the occurrence of an Insolvency Event with respect to any Noteholder (any such Noteholder, an "**Insolvent Noteholder**"), by irrevocable written notice to the applicable Noteholders of such Class of Global Collateralised Medium Term Notes, with a copy to the Issue and Paying Agent, the Issuer may elect to redeem the Global Collateralised Medium Term Notes held by such Insolvent Noteholder. On the date nominated by the Issuer in such notice (the "**Insolvent Noteholder Redemption Date**"), and subject to Conditions 5 and 6, the Issuer shall pay the Insolvent Noteholder Redemption Amount to redeem such Global Collateralised Medium Term Notes. Nothing set forth herein shall obligate any Noteholder to provide the Issuer or any other party notice of any Insolvency Event with respect to such Noteholder. The "**Insolvent Noteholder Redemption Amount**" with respect to each Global Collateralised Medium Term Note so redeemed will be an amount calculated by the Calculation Agent which is (x) if such Global Collateralised Medium Term Note was issued on a discount basis, the sum of the amount paid by the related original Holder to the Issuer for such Global Collateralised Medium Term Note, plus an amount equal to the portion of the discount accreted from and including the date of issuance of such Global Collateralised Medium Term Note through the Insolvent Noteholder Redemption Date, and (y) if such Global Collateralised Medium Term Note was issued on an interest bearing basis (whether fixed rate or floating rate), the outstanding principal amount thereof, plus the accrued but unpaid interest thereon through the Insolvent Noteholder Redemption Date (or, if the aggregate amount of interest accrued thereon through the Insolvent Noteholder Redemption Date is a negative number, the

outstanding principal amount thereof shall be reduced by such amount) and (z) if such Global Collateralised Medium Term Note was issued at a premium, the aggregate nominal amount thereof plus unamortised premium. Unamortised premium with respect to each Global Collateralised Medium Term Note so redeemed means an amount equal to the product of the actual number of calendar days from and including the Insolvent Noteholder Redemption Date to but excluding the original Maturity Date, divided by the actual number of calendar days from and including the Issue Date to but excluding the original Maturity Date, multiplied by the premium at which such Global Collateralised Medium Term Note was issued.

For any Global Collateralised Medium Term Note that was issued and outstanding on 29 December 2021 (such date, the "**Special Redemption Provision Adoption Date**"), the following additional provisions shall apply: (i) the right of redemption set out in this Clause 4.8 may not be exercised by the Issuer if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable to such Global Collateralised Medium Term Note and (ii) with respect to any other Global Collateralised Medium Term Notes, the Insolvent Noteholder Redemption Amount shall be the Alternative Insolvent Noteholder Redemption Amount. The "**Alternative Insolvent Noteholder Redemption Amount**" with respect to each Global Collateralised Medium Term Note so redeemed will be an amount calculated by the Calculation Agent which is (x) if such Global Collateralised Medium Term Note was issued on a discount basis, the face amount thereof, (y) if such Global Collateralised Medium Term Note was issued on an interest bearing basis, the outstanding principal amount thereof plus the remaining scheduled payments of interest on such Global Collateralised Medium Term Notes to, but excluding, the earlier of the relevant original Maturity Date or any earlier redemption date for such Global Collateralised Medium Term Note then designated in accordance with its terms and (z) if such Global Collateralised Medium Term Note was issued at a premium, the aggregate nominal amount thereof plus unamortised premium.

For purposes of the Repurchase Transactions related to the Class in which such Insolvent Noteholder is invested (i) the Insolvent Noteholder Redemption Date shall be deemed to be the "**Redemption Date**" with respect to the Global Collateralised Medium Term Notes held by such Insolvent Noteholder, and also the "**Repurchase Date**" with respect to the Global Collateralised Medium Term Notes held by such Insolvent Noteholder; and (ii) the related "**Repurchase Price**" shall be the then-applicable Repurchase Price for such Class multiplied by the principal amount of the Global Collateralised Medium Term Notes held by such Insolvent Noteholder divided by the aggregate principal amount of the Global Collateralised Medium Term Notes constituting the related Class (inclusive of the principal amount of the Global Collateralised Medium Term Note held by such Insolvent Noteholder). The Issuer will cause the Repurchase Transaction for the Class that includes the Global Collateralised Medium Term Notes held by such Insolvent Noteholder to be terminated on the Insolvent Noteholder Redemption Date, and a replacement Repurchase Transaction transacted such that the remaining Global Collateralised Medium Term Notes of such Class, if any, shall remain collateralised as required by the Transaction Documents and otherwise unaffected. From the proceeds of such termination, the Issuer shall pay the Insolvent Noteholder Redemption Amount to the Insolvent Noteholder or its legal representative as directed. Upon payment of the Insolvent Noteholder Redemption Amount to the Insolvent Noteholder or to its legal representative as directed, the Payment Amount with respect to such Global Collateralised Medium Term Notes held by such Insolvent Noteholder shall be deemed redeemed and fully paid, the Insolvent Noteholder shall cease to be a Noteholder or Secured Creditor, any Secured Obligations owing to such Noteholder shall be deemed to have been paid in full and discharged, and the Discharge Date shall be deemed to have occurred with respect to the Global Collateralised Medium Term Notes held by such Insolvent Noteholder.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Issuer shall provide the Calculation Agent with any information reasonably requested by the Calculation Agent to perform such calculations.

5. Calculations and Publication

5.1 Calculations

For the purposes of any calculations required pursuant to the Conditions (unless otherwise specified in the applicable Final Terms), (a) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (b) all

figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (c) all currency amounts that fall due and payable shall be rounded to the nearest unit of such Currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes, "**unit**" means the lowest amount of such Currency that is available as legal tender in the country of such Currency.

5.2 **Determination and Publication of Interest Rates, Interest Amounts and Amounts in respect of Settlement**

As soon as practicable on such date as the Issue and Paying Agent or, as applicable, the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation in respect of or in connection with any Global Collateralised Medium Term Note, such Agent shall determine such rate and calculate the relevant interest in respect of the Global Collateralised Medium Term Notes for the relevant Interest Period and calculate any Redemption Amount, obtain any required quotation or make such determination or calculation, as the case may be, and cause the interest, Interest Rate and Interest Amount, as applicable, for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, any Redemption Amount to be notified to the Issuer, each of the Paying Agents, the Noteholders, any other Agent in respect of the Global Collateralised Medium Term Notes that is to make a payment, delivery or further calculation or determination upon receipt of such information and, if the Global Collateralised Medium Term Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (a) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount or (b) in all other cases, the fourth Business Day following such determination.

Where any Interest Payment Date or Interest Period End Date is subject to adjustment pursuant to Condition 5.4, the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If interest bearing Global Collateralised Medium Term Notes become due and payable pursuant to Condition 7, the accrued interest and the Interest Rate payable in respect of the Global Collateralised Medium Term Notes shall nevertheless continue to be calculated as previously in accordance with Condition 3 but no publication of the Interest Rate or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Issue and Paying Agent or, as applicable, the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

5.3 **Calculation Amount per Global Collateralised Medium Term Note**

(a) **General**

If the Redemption Amount relating to a Global Collateralised Medium Term Note is specified or is to be determined by reference to the Calculation Amount per Global Collateralised Medium Term Note specified in the Final Terms, then, on each occasion on which such Global Collateralised Medium Term Note is redeemed or exercised in part, the corresponding Redemption Amount shall be deemed to have been reduced by an amount proportional to the nominal amount or portion of the Global Collateralised Medium Term Note so redeemed or exercised with effect from the date of such partial reduction or exercise.

(b) **Global Collateralised Medium Term Notes and Calculation Amount per Global Collateralised Medium Term Note**

Notwithstanding anything to the contrary in the Conditions or the Agency Agreement:

(i) where the Global Collateralised Medium Term Notes are in the form of Definitive Notes and the applicable Final Terms specify a Calculation Amount per Global Collateralised Medium Term Note in addition to one or more Specified Denominations, then each calculation of an amount payable in respect of a Global Collateralised Medium Term Note hereunder shall be made on the basis of the product of the (i) the amount payable in respect of the relevant Calculation Amount (after applying any applicable rounding in

accordance with the Conditions) and (ii) Calculation Amount Factor of that particular Global Collateralised Medium Term Note, where "**Calculation Amount Factor**" means the number equal to the Specified Denomination of the relevant Global Collateralised Medium Term Note divided by the relevant Calculation Amount per Global Collateralised Medium Term Note;

(ii) where the Global Collateralised Medium Term Notes are in global form or uncertificated registered form, on any date each calculation of a cash amount payable in respect of a Global Collateralised Medium Term Note hereunder shall, subject to Condition 3, be based on the aggregate nominal amount of all such Global Collateralised Medium Term Notes outstanding on such date (or the relevant affected portion thereof), the resulting amount being rounded in accordance with the method provided in Condition 5.1 above and distributed in accordance with the applicable rules of the Relevant Clearing System.

5.4 **Business Day Convention**

If (a) there is no numerically corresponding day of the calendar month in which an Interest Period End Date should occur or (b) if any date which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then such date will be adjusted according to the Business Day Convention specified in the applicable Final Terms. If the Business Day Convention is specified to be:

(i) the "Following", such date shall be postponed to the next day that is a Business Day;

(ii) the "Modified Following", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day;

(iii) the "Nearest", such date will be the first preceding day that is a Business Day if the relevant date otherwise falls on a day other than a Sunday or a Monday and will be the first following day that is a Business Day if the relevant date otherwise falls on a Sunday or a Monday; or

(iv) the "Preceding", such date shall be brought forward to the immediately preceding Business Day.

6. Payments and Deliveries

6.1 **Definitive Bearer Notes**

Payments of principal and interest in respect of Definitive Bearer Notes will, subject as mentioned below, be made against and subject to the condition to settlement, presentation and surrender (or, in the case of part payment or delivery of any sum due, endorsement) of the relevant Definitive Bearer Notes (in the case of payments of principal and, in the case of interest, as specified in Condition 6.5(c)) or Coupons (in the case of interest, save as specified in Condition 6.5(c)), as the case may be, at the specified office of any Paying Agent outside the United States (a) if a payment, by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) denominated in such currency with, an Account Bank, subject to certification of non-US beneficial ownership, as applicable or (b) if a delivery, in the manner notified to Noteholders.

Holders of Definitive Bearer Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any such Global Collateralised Medium Term Note as a result of a transfer made in accordance with this Condition 6.1 arriving in such holder's account after the due date for payment.

A record of each payment and delivery made in respect of a Definitive Bearer Note of any Class will be made on the relevant Definitive Bearer Note by or on behalf of the Issue and Paying Agent, and such record shall be prima facie evidence that the payment or delivery in question has been made.

Notwithstanding the foregoing, if any Definitive Bearer Notes are denominated in US dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Definitive Bearer Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

6.2 **Registered Notes**

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against and subject to the condition to settlement, presentation and surrender of the relevant Registered Note at the specified office of the Registrar or any of the Transfer Agents and in the manner provided in the immediately following paragraph below.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made on the relevant due date or next succeeding Business Day to the Noteholder (or the first named of joint Noteholders) of the Registered Note appearing in the Register at the close of business on the relevant Record Date. Payments of interest on each Registered Note will be made in the relevant currency by cheque drawn on an Account Bank and mailed to the holder (or to the first-named of joint holders) of such Registered Note at its address appearing in the Register. Upon application in writing by the holder in accordance with Condition 13.2 to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by electronic transfer to an account in the relevant currency maintained by the payee with an Account Bank.

6.3 **Global Notes**

(a) **Global Bearer Notes**

No payment or delivery falling due after the Exchange Date will be made on any Global Bearer Notes unless exchange for an interest in a Permanent Global Note or for Definitive Bearer Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-US beneficial ownership in the form set out in the Agency Agreement.

(b) **CGNs**

All payments and deliveries in respect of Bearer Notes in CGN Form will be made against and subject to the condition to settlement, presentation for endorsement and, if no further payment falls to be made in respect of the Global Bearer Notes, surrender of that Global Bearer Note to or to the order of the Issue and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Bearer Note is in CGN Form, a record of each payment or delivery so made will be endorsed on each Global Bearer Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Global Collateralised Medium Term Notes. Conditions 8.1(g) and 11(e) will apply to the Definitive Bearer Notes only.

(c) **NGNs**

If a Global Bearer Note is a Cleared Note in NGN Form, the Issuer shall procure that details of each such payment shall be entered pro rata in the records of the Relevant Clearing System and, in the case of payments of principal, the nominal amount of Global Collateralised Medium Term Notes recorded in the records of the Relevant Clearing System and represented by the Global Bearer Notes, will be reduced accordingly (if applicable). Payments under the Global Collateralised Medium Term Notes in NGN Form will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the Relevant Clearing System shall not affect such discharge.

(d) **Global Registered Notes that are Cleared Notes**

Notwithstanding the provisions of Condition 6.2, all payments in respect of Cleared Notes that are represented by a Global Registered Note will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the due date for payment or delivery, for this purpose the Record Date.

(e) **Relationship of Accountholders and Relevant Clearing Systems**

Each of the persons shown in the records of the Relevant Clearing System as the holder of Global Collateralised Medium Term Notes represented by a Global Note must look solely to the Relevant Clearing System for his share of each payment made by the Issuer to the bearer of such Global Bearer Note or the holder of such Registered Notes, as the case may be, and in relation to all other rights arising under the relevant Global Notes, subject to and in accordance with the Relevant Rules. Such persons shall have no claim directly against the Issuer in respect of payments due on the Global Collateralised Medium Term Notes for so long as the Global Collateralised Medium Term Notes are represented by such Global Notes and such obligations of the Issuer will be discharged by payment to the bearer of such Global Bearer Note or the holder of such Registered Note, as the case may be, in respect of each amount so paid.

(f) **Payments through DTC**

Payments of principal and interest in respect of Global Registered Notes held by a custodian for, and registered in the name of a nominee of, DTC will, if such Global Registered Notes are denominated in US dollars, be made in accordance with the preceding paragraphs. Payments of principal and interest in respect of Global Registered Notes held by a custodian for, and registered in the name of a nominee of, DTC will, if such Global Registered Notes are denominated in a currency other than US dollars, be made or procured to be made by the Exchange Agent in the relevant currency in accordance with the following provisions. The amounts payable by the Exchange Agent or its agent to DTC with respect to such Global Registered Notes will be received in such currency, from the Issuer by the Exchange Agent. The Exchange Agent will make payments by wire transfer of same day funds to the designated bank account in such currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC business day after the Record Date for the relevant payment of interest and, in the case of payments of principal, at least 12 DTC business days prior to the relevant payment date of principal, to receive that payment in such currency, provided that the Registrar has received the related notification from DTC on or prior to the fifth DTC business day after the Record Date for the relevant payment of interest or at least 10 DTC business days prior to the relevant payment date of principal, in respect of such payment, and the Registrar has accordingly notified the Exchange Agent in accordance with the Agency Agreement. If DTC does not so notify the Registrar, the relevant payment will be made in US dollars. The Exchange Agent, after conversion of amounts in such currency into US dollars, will deliver such US dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such currency. The Agency Agreement sets out the manner in which such conversions are to be made. "**DTC business day**" means any day on which DTC is open for business.

(g) **No Responsibility**

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. None of the persons appearing from time to time in the records of the Relevant Clearing System or the Registrar as the holder of any portion of Global Notes shall have any claim directly against the Issuer in respect of any payment due on the Global Notes, and the Issuer's obligations to make any such payment shall be discharged by payment of the requisite amount to the holder of the Global Bearer Note or the registered holder of the relevant Global Registered Note, as applicable.

6.4 **Unmatured Coupons and Unexchanged Talons**

(a) **Unmatured Coupons and Unexchanged Talons Void**

Upon the due date for redemption of any Definitive Bearer Note, unmatured Coupons and unexchanged Talons relating to such Global Collateralised Medium Term Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(b) **Requirement for Indemnity**

Where any Definitive Bearer Note is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer or Paying Agent may require.

(c) **Interest after Redemption**

If the due date for redemption of any Definitive Bearer Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Bearer Note. Interest accrued on a Definitive Bearer Note which only bears interest after its date of redemption shall be payable on redemption of such Definitive Bearer Note against presentation thereof.

6.5 **Taxes and Settlement Expenses Conditions to Settlement**

Payment of any Redemption Amount in connection with the redemption, cancellation or exercise of the Global Collateralised Medium Term Notes shall be subject to deduction, or conditional upon payment by the relevant Noteholder(s), of any applicable Taxes and Settlement Expenses and any other amounts as specified in these Base Conditions or the applicable Final Terms. The Issuer shall notify the Noteholder(s) in accordance with Condition 13 of (a) such applicable Taxes, Settlement Expenses and other amounts payable and (b) the manner in which such amounts shall be paid by the Noteholder(s).

6.6 **Payment and Global Collateralised Medium Term Notes**

If the date on which any amount is specified as being or is otherwise determined to be, payable in respect of any Global Collateralised Medium Term Note or Coupon is not (i) a Business Day and (ii) in the case of Definitive Notes only, a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign Currency deposits) in the relevant place of presentation, then payment will not be made until the next succeeding day which is (i) a Business Day and (ii) in the case of Definitive Notes only, also a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign Currency deposits) in the relevant place of presentation, and the holder thereof shall not be entitled to any further payment in respect of such delay.

6.7 **Payment subject to Laws**

All payments in respect of the Global Collateralised Medium Term Notes are subject in all cases to any applicable laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer (or any accession issuer as permitted under the Agency Agreement), and neither the Issuer nor any permitted accession issuer will be liable for any Taxes of whatsoever nature imposed by such laws, resolutions, directives or agreements, but without prejudice to the provisions of Condition 9.

7. Acceleration Events

Upon the occurrence of an Acceleration Event for a Class, the Global Collateralised Medium Term Notes of such Class will become immediately due and payable at the Early Redemption Amount and the LLP's obligations

under the LLP Undertakings with respect to the Global Collateralised Medium Term Notes will similarly become immediately due and payable. In connection therewith, the Applicable Enforcing Party will promptly commence realisation upon the Collateral for such Class, in accordance with the Security Agreement. Each of the following events constitutes an Acceleration Event for a Class:

(i) the occurrence of an LLP Event of Default; or

(ii) (x) the occurrence of a Repurchase Event of Default with respect to any Seller under a Repurchase Agreement related to such Class and (y) the occurrence of any of the following:

(a) for any Seller in respect of which an Issuer Collateral Posting Election could be exercised, the Issuer Collateral Posting Election is not validly exercised by the Issuer in accordance with the terms of the relevant Credit Support Deed by 11:00 a.m. (London time) on the Business Day following the occurrence of a Repurchase Event of Default with respect to such Seller;

(b) for any Seller in respect of which an Issuer Collateral Posting Election could be exercised, the Issuer exercises the Issuer Collateral Posting Election and fails to post margin in accordance with the terms of the relevant Credit Support Deed; or

(c) the occurrence of an Issuer Event of Default; or

(iii) solely with respect to a Class then in a Shared Collateral Class Group, an Acceleration Event with respect to any other Class then in its Shared Collateral Class Group.

Upon the occurrence of an Acceleration Event, Noteholders who satisfy the criteria set out in the applicable Security Agreement will have the rights of a Qualified Directing Investor on and subject to the terms of such Security Agreement.

8. Agents

8.1 Appointment of Agents

The Issue and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or holder. The Issuer reserves the right at any time to vary or terminate the appointment of the Issue and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (a) an Issue and Paying Agent, (b) a Registrar in relation to Registered Notes, (c) a Transfer Agent in relation to Registered Notes, (d) one or more Calculation Agent(s) where the Conditions so require, (e) Paying Agents having specified offices in at least two major European cities and (f) such other agents as may be required by any other stock exchange on which the Global Collateralised Medium Term Notes may be listed. Notice of any termination of appointment and of any changes to the specified office of any Agent will be given to Noteholders in accordance with Condition 13.

8.2 Modification of Agency Agreement

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement relating to Global Collateralised Medium Term Notes if to do so would not in the opinion of the Issuer be expected to be materially prejudicial to the interests of the Noteholders or if such modification is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of any applicable law or to cure, correct or supplement any defective provision contained therein. Any such modification shall be binding on the Noteholders and shall be notified to the Noteholders

in accordance with Condition 13 as soon as practicable thereafter, provided that failure to give, or non-receipt of, such notice will not affect the validity or binding nature of such modification.

8.3 **Responsibility of the Issuer and the Agents**

The Issue and Paying Agent and the Calculation Agent, as appropriate, shall have no responsibility or liability to any person for errors or omissions in any calculations, determinations made, or actions taken pursuant to the Conditions, and all such calculations and determinations shall (save in the case of manifest error) be final and binding on the Issuer, the Agents and the Noteholders.

Neither the Issuer nor any Agent shall be held responsible for any loss or damage resulting from any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott or lockout or any other similar event or circumstance. The reservation in respect of strikes, blockades, boycotts and lockouts shall also apply if any of such parties itself take such measures or becomes the subject of such measures. Under no circumstances shall the Issuer or any of the Agents be liable to pay compensation to any Noteholder for any loss, damage, liability, cost, claim, action or demand to any Noteholder in the absence of fraud. Furthermore, under no circumstances shall the Issuer or any of the Agents be liable to any Noteholder for loss of profit, indirect loss or damage or consequential loss or damage, notwithstanding it having been pre-advised of the possibility of such loss.

Where the Issuer or any of the Agents, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott or lockout or any other similar event or circumstance, is prevented from effecting payment or delivery, such payment or delivery may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay or deliver any additional amounts in respect of such postponement.

9. Taxation

Except to the extent that the Issuer is required by law to withhold or deduct amounts for or on account of Tax or to the extent otherwise disclosed in the Conditions, a Noteholder must pay all Taxes arising from or payable in connection with the payment of interest, any Interest Amount or the ownership, transfer, sale, redemption, exercise or cancellation of any Global Collateralised Medium Term Note or the payment of any Redemption Amount and/or any other payment relating to the Global Collateralised Medium Term Notes, as applicable. The Issuer is not liable for, or otherwise obliged to pay amounts in respect of, any such Taxes borne by a Noteholder.

All payments in respect of the Global Collateralised Medium Term Notes shall be made free and clear of, and without withholding or deduction for, any present or future Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Bank Jurisdiction (or any authority or political subdivision thereof or therein having power to tax) unless such withholding or deduction is required by law (including FATCA). In that event, the Issuer shall pay such additional amounts ("**Additional Amounts**") as may be necessary in order that the net amounts receivable by the relevant holder after such withholding or deduction shall equal the respective amounts that would have been receivable by such holder in the absence of such withholding or deduction. Notwithstanding the above, no Additional Amounts shall be payable with respect to any Global Collateralised Medium Term Note or Coupon:

(a) to, or to a third party on behalf of, a holder on account of Taxes in respect of such Global Collateralised Medium Term Notes imposed by reason of his having a connection with the Bank Jurisdiction other than the mere holding of the relevant Global Collateralised Medium Term Note or Coupon; or

(b) to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Global Collateralised Medium Term Note or Coupon is presented for payment; or

(c) presented for payment more than 30 calendar days after the Relevant Date, except to the extent that the holder would have been entitled to an Additional Amount on presenting such Global Collateralised Medium Term Note or Coupon for such payment on the last day of such 30-day period; or

(d) where such withholding or deduction is required by FATCA; or

(e) (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Global Collateralised Medium Term Note or Coupon to another Paying Agent without such deduction or withholding; or

(f) unless it is proved, to the satisfaction of the Issue and Paying Agent or the Paying Agent to whom the Global Collateralised Medium Term Note or Coupon is presented that the holder is unable to avoid such withholding or deduction by satisfying any applicable certification, identification or reporting requirements or by making a declaration of non-residence or other similar claim for exemptions to the relevant tax authorities.

The imposition of any withholding or deduction on any payments in respect of the Global Collateralised Medium Term Notes by or on behalf of the Issuer will be an "**Issuer Tax Event**" if such withholding or deduction is required by law.

References in the Conditions to (I) "**principal**" shall be deemed to include any premium payable in respect of the Global Collateralised Medium Term Notes, Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 4, (II) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (III) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition 9.

10. Prescription

Claims against the Issuer for payment in respect of any Global Collateralised Medium Term Note and/or Coupon (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) of the appropriate Relevant Date in respect of them.

11. Replacement of Global Collateralised Medium Term Notes

Should any Global Collateralised Medium Term Note or Coupon in respect of any Class be lost, stolen, mutilated, defaced or destroyed, it may, subject to all applicable laws, regulations and any Relevant Stock Exchange or any other relevant authority regulations requirements, be replaced at the specified office of the Issue and Paying Agent, in the case of Bearer Notes, or the Registrar, in the case of Registered Notes, or of such other Paying Agent or Transfer Agent, as may be designated from time to time by the Issuer for such purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees, expenses and Taxes incurred in connection therewith and on such terms as to evidence, security and indemnity and otherwise as the Issuer, Paying Agent or Transfer Agent may require. If any Global Collateralised Medium Term Note, Coupon or Receipt is mutilated or defaced, it must be surrendered before replacements will be issued.

12. Unlawfulness or Impracticability

If the Issuer determines that the performance by it or the LLP of any of their respective absolute or contingent obligations under the Global Collateralised Medium Term Notes or Transaction Documents has become illegal or a physical impracticability, in whole or in part, for any reason, the Issuer may redeem or cancel the Global Collateralised Medium Term Notes by giving notice to Noteholders in accordance with Condition 13.

If the Issuer redeems or cancels the Global Collateralised Medium Term Notes, then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Noteholder in respect of each Global Collateralised

Medium Term Note held by such Noteholder, which amount shall be the Early Redemption Amount of such Global Collateralised Medium Term Note, notwithstanding such illegality or impracticability as determined by the Calculation Agent in its sole and absolute discretion. Payment will be subject to Conditions 5 and 6 and will be made in such manner as shall be notified to the Noteholders in accordance with Condition 13.

13. Notices

13.1 **To Noteholders**

All notices to Noteholders will be deemed to have been duly given and valid:

(a) in the case of Bearer Notes, if published in a daily newspaper of general circulation in England (which is expected to be the *Financial Times*) and will be deemed to have been given on the date of first publication; and/or

(b) if and so long as Global Collateralised Medium Term Notes are listed on a Relevant Stock Exchange or are admitted to trading by another relevant authority if given in accordance with the rules and regulations of the Relevant Stock Exchange or other relevant authority and will be deemed to have been given on the first date of transmission or publication in accordance with such rules and regulations; and/or

(c) in the case of Registered Notes, if mailed to the relevant holders of such Registered Notes at their respective designated addresses appearing in the Register and will be deemed delivered on the third weekday (being a day other than a Saturday or a Sunday) after the date of mailing; and/or

(d) in the case of Cleared Notes, in substitution for publication or mailing as required above, notices to Noteholders may be given to the Relevant Clearing System provided that any publication or other requirements required pursuant to Condition 13.1(b) shall also be complied with if applicable. In such cases, notices will be deemed given on the first date of transmission to the applicable Relevant Clearing System (regardless of any subsequent publication or mailing).

If any publication required pursuant to Condition 13.1(a) or (b) is not practicable, notice shall be validly given if published in another leading English language daily newspaper with circulation in Europe on the date of first publication.

Holders of Coupons shall be deemed for all purposes to have notice of the contents of any notice given to holders of Bearer Notes in accordance with this Condition 13.

13.2 **To the Issuer and the Agents**

In respect of any Class of Global Collateralised Medium Term Notes, all notices to the Issuer and/or the Agents must be sent to the address specified for each such entity in the Agency Agreement or to such other person or place as shall be specified by the Issuer and/or the Agent by notice given to Noteholders in accordance with this Condition 13.

13.3 **Validity of Notices**

Any determinations as to whether any notice is valid, effective and/or duly completed and in the proper form shall be made (a) in the case of Cleared Notes, by the Issuer and the Relevant Clearing System or (b) in the case of any other Global Collateralised Medium Term Notes by the Issuer, in consultation with the Issue and Paying Agent and shall be conclusive and binding on the Issuer, the Agents and the relevant Noteholder(s).

Any notice determined not to be valid, effective, complete and in proper form shall be null and void unless the Issuer and the Relevant Clearing System agree otherwise. This provision shall not prejudice any right of the person delivering the notice to deliver a new or corrected notice.

The Issuer, Paying Agent, Registrar or Transfer Agent shall use all reasonable endeavours promptly to notify any Noteholder submitting a notice if it is determined that such notice is not valid, effective, complete or in the proper form. In the absence of negligence or willful misconduct on its part, none of the Issuer, the Relevant Clearing System or any Agent, as the case may be, shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with any notification to a Noteholder or determination that a notice is not valid, effective, complete or in the proper form.

14. Substitution of the Bank

The Bank, acting in its capacity as Issuer of the Global Collateralised Medium Term Notes, shall be entitled at any time, without the consent of the Noteholders, to substitute any other entity, the identity of which shall be in the absolute discretion of the Bank in place of the Bank as Issuer (the "**New Bank Issuer**") or to act as issuer in respect of Global Collateralised Medium Term Notes issued by it, provided that (a) the New Bank Issuer's long-term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as Barclays Bank PLC's long-term rating at the date on which the substitution is to take effect or the New Bank Issuer has an equivalent long-term rating from another internationally recognised rating agency, (b) in the case of Global Collateralised Medium Term Notes eligible for sale in the United States to "qualified institutional buyers" in accordance with Rule 144A of the Securities Act, the New Bank Issuer would not be an "investment company" required to register as such under the Investment Company Act, (c) no acceleration event as set out in Condition 7 shall occur as a result thereof and (d) the New Bank Issuer enters into replacement Programme Documents.

In the event of any such substitution, any reference in the Conditions to the Bank as Issuer shall be construed as a reference to the New Bank Issuer. Such substitution shall be promptly notified to the holders of each Class of Global Collateralised Medium Term Notes then outstanding in accordance with Condition 13. In connection with such right of substitution, the Bank, in its capacity as Issuer, shall not be obliged to have regard to the consequences of the exercise of such right for individual Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory, and no Noteholder shall be entitled to claim from the Bank or the New Bank Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon such Noteholder.

15. Governing Law and Jurisdiction

15.1 Governing Law

The Global Collateralised Medium Term Notes and the Agency Agreement and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with English law.

15.2 Jurisdiction

The Courts of England are to have exclusive jurisdiction to settle any dispute, legal action or proceeding that may arise out of or in connection with any Global Collateralised Medium Term Notes, Coupons and/or the Agency Agreement (including any dispute, legal action or proceeding relating to any non-contractual obligations arising out of or in connection with any Global Collateralised Medium Term Notes, Coupons and/or the Agency Agreement) and accordingly any such dispute, legal action or proceedings arising out of or in connection with them ("**Proceedings**") shall be brought in such courts.

16. Severability

Should any one or more of the provisions contained in the terms and conditions of the Global Collateralised Medium Term Notes be or become invalid, the validity of the remaining provisions shall not be affected in any way.

17. Modification and Meetings

17.1 Modifications to the Conditions

The Issuer may, without the consent of the Noteholders, make any modification to the Conditions of any Global Collateralised Medium Term Notes that in its sole opinion is not materially prejudicial to the interests of the Noteholder or that is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the Bank Jurisdiction, or to cure, correct or supplement any defective provision contained herein and/or therein. Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter. Failure to give, or non-receipt of, such notice will not affect the validity of such modification.

17.2 Meetings of Noteholders

(a) Definitive Notes in Bearer or Registered Form

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of the Conditions or the Agency Agreement. At least 21 calendar days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is to be held) specifying the date, time and place of the meeting shall be given to Noteholders.

Such a meeting may be convened by the Issuer or Noteholders holding not less than 10 per cent. in nominal amount of the Global Collateralised Medium Term Notes for the time being outstanding. The quorum at a meeting of the Noteholders (except for the purpose of passing an Extraordinary Resolution (as defined herein)) will be two or more persons holding or representing a clear majority in nominal amount of the Global Collateralised Medium Term Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Global Collateralised Medium Term Notes, any Exercise Date or Maturity Date of the Global Collateralised Medium Term Notes or any date for payment of interest or Interest Amounts on the Global Collateralised Medium Term Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption or exercise of, the Global Collateralised Medium Term Notes, (iii) to reduce the rate or rates of interest in respect of the Global Collateralised Medium Term Notes 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 Global Collateralised Medium Term Notes, (iv) if a Minimum and/or a Maximum Rate of Interest is specified in the applicable Final Terms, to reduce any such minimum and/or maximum, (v) to vary any method of, or basis for, calculating any Redemption Amount (other than as provided for in the Conditions), (vi) to vary the currency or currencies of payment or denomination of the Global Collateralised Medium Term Notes, or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in nominal amount for the time being outstanding. The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. 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 Noteholders.

A resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting and held in accordance with the terms of the Agency Agreement by a majority of at least 75 per cent. of the votes cast. Any Extraordinary Resolution duly passed shall be binding on all the Noteholders, regardless of whether they are present at the meeting, save for those Global Collateralised Medium Term Notes that have not been redeemed but in respect of which an Exercise Notice shall have been delivered as described in Condition 4.2 prior to the date of the meeting. Global Collateralised Medium Term Notes that have not been redeemed but in respect of which an Option Exercise Notice has been delivered as described in Condition 4.2 will not confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of the Noteholders.

(b) **Global Notes in Bearer or Registered Form**

The holder of a Permanent Global Note shall (unless such Permanent Global Note represents only one Global Collateralised Medium Term Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a Permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the relevant Currency of the Global Collateralised Medium Term Note.

18. Further Issues

The Issuer shall be at liberty from time to time, without the consent of the Noteholders or holders of Coupons, if applicable, to create and issue further Global Collateralised Medium Term Notes of any Class having the same terms and conditions as the Global Collateralised Medium Term Notes (so that, for the avoidance of doubt, references to "**Issue Date**" in these Base Conditions shall be to the first issue date of the Global Collateralised Medium Term Notes) and so that the same shall be consolidated and form a single Series with such Global Collateralised Medium Term Notes. References in the Conditions to "Global Collateralised Medium Term Notes" shall be construed accordingly.

19. Purchases and Cancellations

The Issuer and any of its subsidiaries may at any time purchase or otherwise acquire (or have a third party do so for its benefit) Global Collateralised Medium Term Notes (or beneficial interests therein) (provided that all unmatured Coupons relating thereto are attached thereto or surrendered therewith) in any manner and at any price in the open market or otherwise, including (without limitation) in its capacity as a broker for a customer.

All Global Collateralised Medium Term Notes so purchased by or on behalf of the Issuer or any of its subsidiaries may (but need not) be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Global Collateralised Medium Term Note together with all unmatured Coupons to the Issue and Paying Agent and, in the case of Registered Notes, by surrendering the Definitive Registered Notes or Global Registered Notes representing such Registered Notes to the Registrar and, in each case, if so surrendered, shall, together with all Global Collateralised Medium Term Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons attached thereto or surrendered therewith). Any Global Collateralised Medium Term Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Global Collateralised Medium Term Notes shall be discharged.

Cancellation of Global Collateralised Medium Term Notes represented by a Permanent Global Note (other than upon its redemption) will be effected by a reduction in the nominal amount of the relevant Permanent Global Note.

20. Non Petition and Limited Recourse

Each party to the Agency Agreement and, by its purchase of a Global Collateralised Medium Term Note, each Noteholder will be deemed to have agreed and acknowledged that: it shall not institute against the LLP any winding-up, administration, insolvency or similar proceeding so long as any sum is outstanding under the Series for two years plus one day since the last day on which any such sum was outstanding.

Each party to the Agency Agreement and, by its purchase of a Global Collateralised Medium Term Note, each Noteholder will be deemed to have agreed and acknowledged to each of the LLP and the Applicable Enforcing Party that, notwithstanding any other provision of the Agency Agreement, a Note, the LLP Undertakings or any other Transaction Document, all obligations of the LLP (if any) to such party, including the Secured Obligations, are limited in recourse as set forth below:

(i) each party to the Agency Agreement and each Noteholder agrees that it will have a claim only in respect of the related Collateral for the relevant Class of Global Collateralised Medium Term Notes and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the LLP's other assets or its contributed capital;

(ii) sums payable to any party to the Agency Agreement and any Noteholder in respect of the LLP's obligations to such party shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such party and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the LLP in respect of the related Collateral for the relevant Class of Global Collateralised Medium Term Notes whether pursuant to enforcement of the security interests created hereunder or otherwise, net of any sums which are payable by the LLP in accordance with the Priorities of Payments for the related Class in priority to or *pari passu* with sums payable to such party; and

(iii) notwithstanding anything to the contrary contained in the Agency Agreement, all obligations of the LLP shall be payable by the LLP only to the extent of funds available pursuant to the Priorities of Payments with respect to the related Class and, to the extent such funds are not available or are insufficient for the payment thereof, shall not constitute a claim against the LLP to the extent of such unavailability or insufficiency until such time as the LLP has assets sufficient to pay such prior deficiency in accordance with such Priorities of Payment, and upon notice of the Applicable Enforcing Party that it has determined in its sole opinion that there is no reasonable likelihood of there being any further realisations in respect of the related Collateral (whether arising from an enforcement of the security interest created under the Security Agreement related to such Collateral or otherwise) which would be available to pay unpaid amounts outstanding under the LLP Undertakings, any such unpaid amounts shall be discharged in full.

The undertakings set forth in this Condition 20 shall survive the termination of the Agency Agreement.

21. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Global Collateralised Medium Term Notes under the Contracts (Rights of Third Parties) Act 1999.

22. Definitions

"**2006 ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

"**2021 ISDA Definitions**" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (www.isda.org);

"**Acceleration Event**" means each of the events set out in Condition 7 with respect to a given Class of Global Collateralised Medium Term Notes.

"**Account Bank**" means, in relation to a payment denominated in a particular currency, a bank in the principal financial centre for such currency as determined by the Calculation Agent or, where the relevant payment is denominated in euro, in a city in which banks have access to the TARGET System.

"**Additional Business Centre**" means each centre specified as such in the applicable Final Terms.

"**Additional Disruption Event**" means, with respect to a Class of Global Collateralised Medium Term Notes, each of Change in Law, Currency Disruption Event and Issuer Tax Event.

"**Additional Purchased Assets**", with respect to a Class, has the meaning set forth in the related Repurchase Agreement.

"**Additional Purchased Securities**", with respect to a Class, has the meaning set forth in the related Repurchase Agreement.

"**Administration Agreement**" means the Administration Agreement, dated November 10, 2010, between the LLP, the Issuer and the Administrator, as amended and/or supplemented and/or restated.

"**Administrator**" means Barclays, in its capacity as Administrator under the Administration Agreement, together with any replacement or successor Administrator appointed from time to time.

"**Affiliate**" means another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such entity. For purposes of this definition, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. An entity shall be deemed to be controlled by another entity if such other entity possesses, directly or indirectly, the power to elect a majority of the board of directors or equivalent body of the first entity.

"**Agency Agreement**" means the English law governed Master Agency Agreement dated the Series Closing Date, as amended and/or supplemented and/or restated, between the Bank and certain agents.

"**Aggregate Nominal Amount**" means, in respect of a Class of Global Collateralised Medium Term Notes, on the Issue Date, the aggregate nominal amount of the Notes of such Class specified in the applicable Final Terms and on any date thereafter such amount as reduced by any amortisation or partial redemption on or prior to such date.

"**Applicable Enforcing Party**" means the Security Trustee with respect to the Security Agreement (English Law), the Collateral Agent with respect to the Security Agreement (New York Law) or the Collateral Agent with respect to the Loan Security Agreement, as applicable.

"**Bank Jurisdiction**" means, at any time, the jurisdiction of incorporation of the Bank or any New Bank Issuer substituted therefor in accordance with Condition 14.

"**Bail-in Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time.

"**Bank of England Base Rate**" means, unless specified otherwise in the applicable Final Terms, the most recent published rate for deposits for a period equal to the Designated Maturity which appears on the Reuters Page UKBASE as of 5:00 p.m., London time, on the relevant Interest Determination Date or, if such page is not available, such replacement page as the Calculation Agent shall select, or if the Calculation Agent determines no suitable replacement page exists, the rate as determined by the Calculation Agent in good faith and a commercially reasonable manner.

"**Banking Day**" means, in respect of any city, any day (other than a Saturday or a Sunday) on which commercial banks are generally open for business, including dealings in foreign exchange and foreign currency deposits in that city.

"**Barclays**" means Barclays Bank PLC (together with its subsidiary undertakings).

"**Barclays GMRA**" means the Global Master Repurchase Agreement, dated as of the Series Closing Date, as may be amended and restated on the Second Amendment Closing Date, between Barclays and the LLP, as amended and/or supplemented and/or restated.

"**Barclays MRA**" means the MRA, dated on or about the First Amendment Closing Date, entered into between Barclays and the LLP, as amended and/or supplemented and/or restated.

"**BCI**" means Barclays Capital Inc., a corporation incorporated under the laws of the state of Connecticut, having its registered office at 745 Seventh Avenue, New York, New York 10019.

"**BCI GMRA**" means the GMRA, if any, entered into between BCI and the LLP, as amended and/or supplemented and/or restated.

"**BCI MRA**" means the MRA, dated on or about the First Amendment Closing Date, entered into between BCI and the LLP, as amended and/or supplemented and/or restated.

"**BCSL**" means Barclays Capital Securities Limited, a private limited company with registered number 01929333 incorporated under the laws of England and Wales, having its registered office at 1 Churchill Place, London E14 5HP.

"**BCSL GMRA**" means the Global Master Repurchase Agreement, dated on or about the First Amendment Closing Date, entered into between BCSL and the LLP, as amended and/or supplemented and/or restated.

"**Business Day**" means:

(a) in relation to any sum payable in euro, a TARGET Settlement Day and a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments generally in London and in each (if any) Additional Business Centre;

(b) in relation to any sum payable in a currency other than euro, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and

(c) in respect of Notes for which the Reference Rate is specified as SOFR in the relevant Final Terms, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York and each (if any) Additional Business Centre(s) and is not a date on which banking institutions in those cities are authorised or required by law or regulation to be closed;

"**Business Day Convention**" means any of the business day conventions specified in Condition 5.4.

"**C Rules**" means the requirements under US Treasury Regulations section 1.163-5(c)(2)(i)(C) and any successor regulations or rules in substantively the same form for purposes of section 4701 of the US Internal Revenue Code.

"**Calculation Amount**" means the Specified Denomination of such Global Collateralised Medium Term Note unless a Calculation Amount per Global Collateralised Medium Term Note is specified in the applicable Final Terms, in which case it shall be such Calculation Amount per Global Collateralised Medium Term Note.

"**Change in Law**" means that, on or after the Trade Date (a) due to the adoption or announcement of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in or public announcement of the formal or informal interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (i) the Issuer or any of its Affiliates will incur a materially increased cost in performing their obligations under such Global Collateralised Medium Term Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on their tax position), or (ii) the Issuer or any of its Affiliates will be subjected to materially less favourable regulatory capital treatment with respect to the Global Collateralised Medium Term Notes and any related Repurchase Transactions, as compared with the regulatory capital treatment applicable to the Global Collateralised Medium Term Notes and any related Repurchase Transactions as at the Trade Date. For the avoidance of doubt, for the purposes of the foregoing, "any applicable law or regulation" shall include the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any rules and regulations promulgated thereunder and any similar law or regulation (collectively, the "**Wall Street Act**"), and any consequences of a Change in Law as set out herein shall apply to any Change in Law arising from any such act, rule or regulation. Furthermore, any additional capital charges or other regulatory capital requirements imposed in connection with the Wall Street Act, if material, shall constitute "a

materially increased cost in performing its obligations under such Transaction" for the purposes of (b)(i) of this definition.

"**Class**" means the Global Collateralised Medium Term Notes of each original issue together with the Global Collateralised Medium Term Notes of any further issues expressed to be consolidated to form a single Class with the Global Collateralised Medium Term Notes of an original issue.

"**Cleared Notes**" means any Global Collateralised Medium Term Notes that are Global Notes held by a Common Depositary, Common Safekeeper or custodian for, or registered in the name of a nominee of, a Relevant Clearing System.

"**Clearing System Business Day**" means, in respect of a Relevant Clearing System, any day on which such Relevant Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"**Clearstream**" means Clearstream Banking, S.A. and any successor thereto.

"**Clearstream Rules**" means the Management Regulations of Clearstream and the Instructions to Participants of Clearstream, as may be from time to time amended, supplemented or modified.

"**CMMA**" means (i) the Collateral Management Master Agreement, dated as of 19 April 2007 by and between BCSL, as collateral provider, and The Bank of New York Mellon, (ii) the Collateral Management Master Agreement, dated as of 19 April 2007 by and between the Bank, as collateral provider, and The Bank of New York Mellon, (iii) the Collateral Management Master Agreement, dated as of 4 June 2013 by and between the LLP, as collateral receiver, and The Bank of New York Mellon, each as supplemented and otherwise amended by the side letter, dated as of 4 June 2013, between The Bank of New York Mellon and the LLP, and (iv) any other Collateral Management Master Agreement, entered into by any Seller (other than BCSL or the Bank) and The Bank of New York Mellon, as the context may require.

"**CMSA**" means (i) the Collateral Management Service Agreement, dated as of the Series Closing Date, as amended by the Undertaking and Side Agreement, between the LLP and Clearstream Banking, société anonyme, (ii) the Collateral Management Service Agreement, dated as of 6 November 2006, as amended by the undertaking and side agreement dated as of 4 June 2013, between the Bank and Clearstream Banking, société anonyme, and/or (iii) the Collateral Management Service Agreement, entered into between any Seller (other than the Bank) and Clearstream Banking, société anonyme, as the context may require.

"**Collateral**", with respect to a Class, has the meaning set forth in the related Security Agreement.

"**Collateral Administration Agreement**" means the Collateral Administration Agreement, dated as of the Series Closing Date, among the Issuer, the Administrator, the LLP and the Collateral Administrator, as amended and restated on the First Amendment Closing Date and as may be further amended on the Second Amendment Closing Date, as the same may be further amended and/or supplemented and/or restated.

"**Collateral Administrator**" means The Bank of New York Mellon, in its capacity as collateral administrator under the Collateral Administration Agreement, together with any replacement or successor collateral administrator appointed from time to time.

"**Collateral Agent**" means The Bank of New York Mellon, in its capacity as Collateral Agent under the Security Agreement (New York Law) or the Loan Security Agreement, as applicable, together with any replacement or successor Collateral Agent appointed therein from time to time.

"**Common Depositary**" means, in relation to a particular Class of Global Collateralised Medium Term Notes, whether listed on any Relevant Stock Exchange or elsewhere, such depositary outside the United States (and the possessions of the United States) as shall be specified in the applicable Final Terms with respect to such Class of Global Collateralised Medium Term Notes.

"**Conditions**" means, with respect to a Class of Global Collateralised Medium Term Notes, the terms and conditions of the Global Collateralised Medium Term Notes set out in the Base Conditions, read in conjunction with the provisions of the applicable Final Terms.

"**Confirmation**", with respect to any Repurchase Agreement, has the meaning set forth therein.

"**Credit Support Deed**" means any Credit Support Deed between the LLP and the Issuer related to the Issuer Collateral Posting Election, as amended and/or supplemented and/or restated.

"**Currency**" means, with respect to a country, the lawful currency of such country.

"**Currency Disruption Event**" means, with respect to a Class of Global Collateralised Medium Term Notes, the occurrence or official declaration of an event impacting one or more Currencies that the Issuer, in its sole and absolute discretion, determines would materially disrupt or impair its ability to meet its obligations in the Currency of such Global Collateralised Medium Term Notes or otherwise settle, clear, or hedge such Class of Global Collateralised Medium Term Notes.

"**Custodial Agreement**" means (i) the CMMA, for as long as it remains in effect in accordance with its terms, (ii) the CMSA, for as long as it remains in effect in accordance with its terms, (iii) each Custodial Undertaking, for as long as it remains in effect in accordance with its terms, (iv) each Custodial Arrangement, for as long as it remains in effect in accordance with its terms, (v) [reserved], (vi) the Mortgage Custodial Undertaking, for as long as it remains in effect in accordance with its terms, and/or (vii) any other agreements executed by the LLP with a custodian in connection with the Notes, for as long as such agreements remain in effect in accordance with their terms, in each case as the context may require.

"**Custodial Arrangement**" means (i) the custodial undertaking, dated on or about the First Amendment Closing Date, in relation to the BCI MRA, among the LLP, BCI, as Seller, and JPMorgan Chase Bank, N.A., as Custodian (including any side letter related thereto), (ii) the custodial undertaking, dated on or about the First Amendment Closing Date, in relation to the Barclays MRA, among the LLP, the Bank, as Seller, and JPMorgan Chase Bank, N.A., as Custodian (including any side letter related thereto) and (iii) each other custodial arrangement (including any side letter related thereto) in relation to one or more of the Barclays GMRA, BCI GMRA (if any), or BCSL GMRA entered into on or after the First Amendment Closing Date, among JPMorgan Chase Bank, N.A., as a Custodian, the LLP as buyer, and the applicable Seller, as seller, each as amended and/or supplemented and/or restated.

"**Custodial Undertaking**" means (i) the custodial undertaking, dated as of 19 November 2010, as amended and restated on 21 October 2011, among the LLP, BCI as a Seller, and The Bank of New York Mellon as a Custodian and (ii) the custodial undertaking, dated on or about the First Amendment Closing Date, among the LLP, the Bank as a Seller, and The Bank of New York Mellon as a Custodian.

"**Custodian**" means, as the context may require, (i) The Bank of New York Mellon, (A) in its capacity as custodian under the applicable Custodial Undertaking, the CMMA and the ICPE Collateral Account Agreement, if any, together with any replacement or successor custodian appointed from time to time, (B) in its capacity as custodian under the Custody Agreement, together with any replacement or successor custodian appointed from time to time and (C) in its capacity as Master Mortgage Custodian under the BNYM Mortgage Custodial Undertaking, together with any replacement or successor custodian appointed from time to time, (ii) Clearstream, Luxembourg, in its capacity as custodian under the CMSA, together with any replacement or successor custodian appointed from time to time, (iii) JPMorgan Bank, N.A., in its capacity as custodian under each Custodial Arrangement, together with any replacement or successor custodian appointed under that agreement from time to time, (iv) J.P. Morgan SE – Luxembourg Branch (formerly known as J.P. Morgan Bank Luxembourg S.A.), in its capacity as custodian under the JPM CMSA, together with any replacement or successor custodian appointed under that agreement from time to time, (v) U.S. Bank National Association in its capacity as Master Mortgage Custodian under the U.S. Bank Mortgage Custodial Undertaking, together with any replacement or successor custodian appointed from time to time and/or (vi) any other party appointed by the LLP and a Seller in connection with the Notes and any Repurchase Agreement, together with any replacement or successor custodian appointed from time to time, as the context may require.

"**Custody Agreement**" means the Custody Agreement dated as of the Series Closing Date, as amended and restated by the Deed of Amendment and Restatement dated as of 21 December 2012, entered into by and between the LLP as security provider, The Bank of New York Mellon (London Branch), as a custodian, and The Bank of New York Mellon, as Security Trustee, as amended and/or supplemented and/or restated.

"**D Rules**" means the requirements under US Treasury Regulations section 1.163-5(c)(2)(i)(D) and any successor regulations or rules in substantively the same form for purposes of section 4701 of the US Internal Revenue Code.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Global Collateralised Medium Term Note for any period of time (whether or not constituting an Interest Period, the "**Calculation Period**"):

(d) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms, a fraction equal to "number of days accrued/number of days in year", as such terms are used in Rule 251 of the statutes, by-laws, rules and recommendations of the International Capital Market Association (the "**ICMA Rule Book**"), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non US dollar denominated straight and convertible bonds issued after 31 December 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period in respect of which payment is being made;

(e) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is specified in the applicable Final Terms, the actual number of calendar days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of calendar days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of calendar days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(f) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of calendar days in the Calculation Period divided by 365;

(g) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of calendar days in the Calculation Period divided by 360;

(h) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of calendar days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \left\{\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right\}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

(i) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of calendar days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \left\{\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right\}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless such number would be 31, in which case D2 will be 30;

(j) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of calendar days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \left\{\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}\right\}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

"**Deposit Account Control Agreement**", with respect to any Class, has the meaning set forth in the Security Agreement (New York Law).

"**Designated Maturity**" means, in respect of a Reference Rate, the period of time specified in respect of such Reference Rate in the applicable Final Terms.

"**Determination Agent**" means an investment bank or financial institution of international standing selected by the Issuer;

"**Distribution Compliance Period**" means, subject to the applicable Final Terms, the period that ends 40 calendar days after the completion of the distribution of each Class of Global Collateralised Medium Term Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant lead Dealer (in the case of a syndicated issue).

"**DTC**" means The Depository Trust Company or any successor thereto.

"**Early Redemption Amount**" means an amount per Calculation Amount determined by the Calculation Agent as follows:

(i) in the case of a Global Collateralised Medium Term Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;

(ii) in the case of a Zero Coupon Global Collateralised Medium Term Note, at an amount (the "**Amortised Face Amount**") equal to the sum of:

(a) the Reference Price set forth in the applicable Final Terms; and

(b) the product of the Accrual Yield (compounded annually) set forth in the applicable Final Terms being applied to the Reference Price set forth in the applicable Final Terms from (and including) the Issue Date of the first Class of the Global Collateralised Medium Term Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Global Collateralised Medium Term Note becomes due and repayable,

(iii) in the case of a Global Collateralised Medium Term Note with an issue price of less than 100.00 per cent. of the Aggregate Nominal Amount, at an amount equal to the sum of (a) the Issue Price; and (b) the product of the Accrual Yield (compounded annually) being applied to the Issue Price from (and including) the Issue Date to (but excluding) the date upon which such Global Collateralised Medium Term Note becomes due and repayable.; or

(iv) such other amount as is provided in the applicable Final Terms,

taking into account any Early Redemption Costs (which, for the avoidance of doubt, will reduce the Early Redemption Amount).

Where such calculation is to be made for a period which is not a whole number of years, it shall be made (i) in the case of a Global Collateralised Medium Term Note payable in a Specified Currency other than euro, on the basis of a 360-day year consisting of 12 months of 30 days each; (ii) in the case of a Global Collateralised Medium Term Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (x) the number of those days falling in a leap year divided by 366 and (y) the number of those days falling in a non leap year divided by 365); or (iii) in the case of a Global Collateralised Medium Term Note with an issue price of less than 100.00 per cent. of the Aggregate Nominal Amount, on an Actual/360 basis.

"**Early Redemption Costs**" means an amount per Global Collateralised Medium Term Note equal to the pro rata share of the total amount of any and all costs, charges, taxes, expenses and duties associated or incurred (or expected to be incurred) by (or on behalf of) the Issuer in connection with such early redemption, including, without limitation, any costs, charges, taxes, expenses and duties associated with terminating, liquidating, obtaining or re-establishing any hedge or related trading position or any other financial instruments or transactions entered into by the Issuer in connection with the Global Collateralised Medium Term Notes (including, but not limited to, hedge termination costs (if any), funding breakage costs (if any) and associated costs of funding, whether actual or notional), together with costs, expenses, fees or taxes incurred by the Issuer in respect of any such financial instruments or

transactions, all as determined by the Calculation Agent. In determining such amount, the Calculation Agent may take into account prevailing market prices and/or proprietary pricing models or, where these pricing methods may not yield a commercially reasonable result, may determine such amount in a commercially reasonable manner.

"**Early Redemption Date**" means the last day of the relevant Early Redemption Notice Period or such other date specified or determined in accordance with the applicable Final Terms.

"**Early Redemption Notice**" has the meaning given to it in Condition 4.3.

"**Early Redemption Notice Period**" has the meaning given to it in Condition 4.4(b).

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**Effective Interest Payment Date**" means any date or dates specified as such in the relevant Final Terms;

"**Equivalent Margin Securities**" has the meaning set forth in each Repurchase Agreement.

"**Equivalent Securities**" means Eligible Securities equivalent to Purchased Securities.

"**Established Rate**" means the rate for the conversion of pound sterling (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 123 of the Treaty establishing the European Community, as amended.

"**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V or any successor thereto.

"**Euroclear Rules**" means the terms and conditions governing the use of Euroclear and the operating procedures of Euroclear, as may be amended, supplemented or modified from time to time.

"**Euro-zone**" means the region comprising of member states of the European Union that have adopted the euro as the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Exchange Business Day**" has the meaning given to it in the applicable Final Terms.

"**Exchange Date**" means, in relation to a Temporary Global Note, the calendar day falling after the expiry of 40 calendar days after its issue date and, in relation to a Permanent Global Note, a calendar day falling not less than 60 calendar days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issue and Paying Agent is located and (if applicable) in the city in which the Relevant Clearing System is located.

"**Exchange Event**" means in respect of Cleared Notes, that the Issuer has been notified that any Relevant Clearing System have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available.

"**Exchange Notice**" has the meaning given to it in Condition 1.2(d).

"**Exchange Rate**" means the rate of exchange of the Currency of one country for the Currency of another country, as determined by the Calculation Agent unless otherwise specified in the applicable Final Terms.

"**Extension Option Exercise Date**" means each date that is specified as such in the applicable Final Terms or, if no date is specified, each date that is a Business Day within the Extension Option Exercise Period.

"**Extension Option Exercise Notice**" has the meaning given to such term in Condition 4.5.

"**Extension Option Exercise Period**" means the period specified as such in the applicable Final Terms or, if no such period is specified, the period from (but excluding) the Issue Date to (but excluding) the fifteenth Business Day preceding the Maturity Date.

"**Extension Option Notice Period**" has the meaning given to such term in Condition 4.5.

"**Extension Option Notice Period Number**" means, in respect of a Class of Global Collateralised Medium Term Notes, 15 (or, in relation to an Extension Option which is validly exercised following a valid exercise of a Put Option but prior to the Optional Redemption Date for such Put Option, the number of days remaining in the Put Notice Period for such Put Option) unless otherwise specified in the applicable Final Terms.

"**Extraordinary Resolution**" means a resolution passed in accordance with the Agency Agreement relating to the relevant Global Collateralised Medium Term Notes.

"**FATCA**" means sections 1471 through 1474 of the US Internal Revenue Code, UW Treasury Regulations thereunder, any agreement entered into by the Issuer, a paying agent or an intermediary with the IRS pursuant to section 1471(b)(1) of the US Internal Revenue Code, any intergovernmental agreement concluded by the United States with another country (such as the country of residence of the Issuer, a paying agent or an intermediary) facilitating the implementation thereof and any law, regulation, or official practices or procedures implementing such intergovernmental agreements.

"**Federal Reserve's Website**" means the website of the Board of Governors of the Federal Reserve System, as at the date of this Base Prospectus at http://www.federalreserve.gov, or any successor website of the Board of Governors of the Federal Reserve System;

"**Final Redemption Amount**" means an amount per Calculation Amount (determined as at the Maturity Date) in the Currency specified, or determined in the manner specified for such purpose, in the applicable Final Terms.

"**Final Terms**" means, with respect to a Class of Global Collateralised Medium Term Notes, the final terms specified as such for such Global Collateralised Medium Term Notes.

"**First Amendment Closing Date**" means 24 September 2013.

"**FOMC Target Rate**" means the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve's Website or, if the Federal Open Market Committee does not target a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve's Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range);

"**GCMTN Series Documents**" means the Agency Agreement, the Security Agreements, the Restricted Collateral Disposition Agreement, the Collateral Administration Agreement, the LLP Undertakings, each relevant Repurchase Agreement, the Custodial Agreements, the Dealer Agreement, the Transaction Bank Agreement, the Custody Agreement, the ICPE Collateral Account Agreement, if any, the GCMTN Deed of Covenant, the Credit Support Deed, if any, the Securities Account Control Agreements and the Deposit Account Control Agreement, together with any other documents, agreements or instruments executed in connection therewith.

"**Global Collateralised Medium Term Notes**" means any Global Collateralised Medium Term Notes which may from time to time be issued under the Series. Unless the context otherwise requires, any reference to a "Global Collateralised Medium Term Note" shall be deemed to refer to a Global Collateralised Medium Term Note having a nominal amount equal to the relevant Specified Denomination.

"**ICPE Collateral Account Agreement**" means (i) any ICPE Collateral Account Agreement, as amended and/or supplemented and/or restated, to be entered into between the Issuer, the LLP and The Bank of New York Mellon, as the Custodian, with respect to all or any portion of the Repurchase Transactions having a Seller other than the Issuer or BCSL and/or (ii) any additional or replacement agreement therefor entered into by the Issuer in connection with an Issuer Collateral Posting Election, as the context may require.

"**Insolvency Event**" means, with respect to any person (i) such person is unable or admits its inability to pay its debts as they fall due, or suspends making payments on any of its debts; or (ii) the value of the assets of such person is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; or (iii) a moratorium is declared with respect to any indebtedness of such person; or (iv) the commencement of negotiations with one or more creditors of such person with a view to rescheduling any indebtedness of such person; or (v) any corporate action, legal proceedings or other procedure or step is taken in relation to (1) the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official in relation to such person or in relation to the whole or any part of the undertaking or assets of such person; or (2) an encumbrancer (excluding, in relation to the Applicable Enforcing Party for any Series) taking possession of all or substantially all of the undertaking or assets of such person; or (3) the making of an arrangement, composition, or compromise, (whether by way of voluntary arrangement, scheme of arrangement or otherwise) with any creditor of such person, a reorganisation of such person, a conveyance to or assignment for the creditors of such person generally or the making of an application to a court of competent jurisdiction for protection from the creditors of such person generally; or (4) any distress, execution, attachment or other process being levied or enforced or imposed upon or against all or substantially all of the undertaking or assets of such person (excluding, in relation to the Issuer, by any receiver); or (vi) such person is not Solvent; or (vii) any procedure or step is taken, or any event occurs, analogous to those set forth in (i) to (vi) of this definition, in any jurisdiction.

"**Intercompany Loan Agreement**" means the Intercompany Loan Agreement, dated on or about the Initial Closing Date, between the Issuer, the Administrator and the LLP, as amended and/or supplemented and/or restated.

"**Interest Amount**" means, in respect of an Interest Period, the amount of interest payable per Calculation Amount (determined as at the first day of such Interest Period unless otherwise specified in the applicable Final Terms) for that Interest Period.

"**Interest Commencement Date**" means, in respect of any interest bearing Global Collateralised Medium Term Note, the Issue Date or such other date as may be set out in the applicable Final Terms.

"**Interest Determination Date**" means, with respect to an Interest Rate and an Interest Period, the date specified as such in the applicable Final Terms or, if none is so specified:

(a) if the Reference Rate is EURIBOR, the second day on which T2 is open prior to the start of each Interest Period; or

(b) in any other case, the date falling two London Banking Days prior to the first day of such Interest Period,

provided that if "Arrears Setting" is specified as applicable in the applicable Final Terms, the Interest Determination Date in respect of each Interest Period shall be the first day of the next following Interest Period or, in the case of the final Interest Period, the Maturity Date, in each case as determined by the Calculation Agent.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the next succeeding Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date.

"**Interest Period End Date**" means each date specified as such or, if none, each Interest Payment Date, provided that if an Interest Period End Date is specified not to be adjusted or the Interest Rate is Fixed Rate and an adjustment method is not specified, the Interest Period End Date will be each date specified as such or, if none, each Interest Payment Date disregarding any adjustment in accordance with any applicable Business Day Convention.

"**IRS**" means the US Internal Revenue Service.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**ISDA Definitions**" has the meaning given in the relevant Final Terms.

"**ISDA Rate**" means, in respect of an Interest Period, a rate as determined by the Calculation Agent equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(a) the Floating Rate Option is as specified in the applicable Final Terms;

(b) the Designated Maturity is the period specified in the applicable Final Terms; and

(c) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the applicable Final Terms,

where, for the purposes of this definition, "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions and "**Calculation Agent**" shall have the meaning given to the term "Calculation Agent" in the ISDA Definitions and the Calculation Agent for this purpose shall be the Calculation Agent specified in the Final Terms.

"**Issue Price**" means the price specified as such in the applicable Final Terms.

"**Issuer**" means the Bank.

"**Issuer Event of Default**" means each of the following events:

(a) the Issuer fails to pay any portion of the face amount or principal or interest, if any, with respect to any of the Global Collateralised Medium Term Notes on the due date with respect thereto;

(b) the occurrence of a Repurchase Event of Default under any Repurchase Agreement between the LLP and the Issuer; or

(c) the occurrence of an Insolvency Event with respect to the Issuer.

"**Issuer Collateral Posting Election**" has the meaning set forth in the Credit Support Deed.

"**Issuer Make-Whole Redemption Notice Period**" has the meaning given to such term in Condition 4.7.

"**Issuer Notice Period**" has the meaning given to such term in Condition 4.3.

"**Issuer Notice Period Number**" means, in respect of a Class of Global Collateralised Medium Term Notes, 15 (or, in relation to a Call Option which is validly exercised following a valid exercise of a Put Option but prior to the Optional Redemption Date for such Put Option, the number of days remaining in the Put Notice Period for such Put Option) unless otherwise specified in the applicable Final Terms.

"**Issuer Option Exercise Date**" means, if applicable, with respect to a "Call Option", each date that is specified as such in the applicable Final Terms or, if no date is specified, each date that is a Business Day within the Issuer Option Exercise Period.

"**Issuer Option Exercise Period**" means the period specified as such in the applicable Final Terms or, if no such period is specified, the period from (but excluding) the Issue Date to (but excluding) the Maturity Date.

"**Issuer Tax Event**" has the meaning given to it in Condition 9 unless otherwise specified in the applicable Final Terms.

"**JPM CMSA**" means (i) the Collateral Management Service Agreement, dated on or about 18 September 2019, between the LLP and J.P. Morgan SE – Luxembourg Branch (formerly known as, J.P. Morgan Bank Luxembourg S.A.), (ii) the Collateral Management Service Agreement, dated as of 12 November 2018, between the Bank and J.P. Morgan SE – Luxembourg Branch (formerly known as, J.P. Morgan Bank Luxembourg S.A.), and/or (iii) the Collateral Management Service Agreement, entered into between any Seller (other than Barclays) and J.P. Morgan SE – Luxembourg Branch (formerly known as, J.P. Morgan Bank Luxembourg S.A.), as the context may require.

"**Linear Interpolation**" means the straight-line interpolation by reference to two rates based on the relevant ISDA Rate or Screen Rate (as applicable), one of which will be determined as if the Specified Duration were the period of time for which rates are available next shorter than the length of the affected Interest Period and the other of which will be determined as if the Specified Duration were the period of time for which rates are available next longer than the length of such Interest Period.

"**Liquidation Member**" means Barclays Shea Limited, a company incorporated in England and Wales as a private limited company (registered number 7419590).

"**LLP Deed**" means the Limited Liability Partnership Deed, dated on or about the Initial Closing Date, between the LLP, the Issuer, the Administrator and the Liquidation Member, as amended and/or supplemented and/or restated.

"**LLP Event of Default**" means each of the following events:

(a) the occurrence of an Insolvency Event with respect to the LLP; or

(b) commencement of winding-up proceedings against the LLP in accordance with the applicable provisions of the LLP Deed.

"**LLP Undertaking**" means the LLP Undertaking (English Law), the LLP Undertaking (New York Law) or the LLP Undertaking (Mortgage Assets), as applicable.

"**LLP Undertaking (English Law)**" means the LLP Undertaking, dated as of the Series Closing Date, executed by the LLP in favour of the Security Trustee for the benefit of the holders of the Notes.

"**LLP Undertaking (Mortgage Assets)**" means the LLP Undertaking, dated on or about 17 September 2018, executed by the LLP in favour of the Collateral Agent for the benefit of the holders of the Notes.

"**LLP Undertaking (New York Law)**" means the LLP Undertaking, dated on or about the First Amendment Closing Date, executed by the LLP in favour of the Collateral Agent for the benefit of the holders of the Notes.

"**Loan Security Agreement**" means the Amended and Restated Mortgage Asset Security Agreement dated as of 8 August 2019 between the LLP, as Grantor, and The Bank of New York Mellon, as Collateral Agent.

"**Make-Whole Redemption Amount**" has the meaning given to such term in Condition 4.7.

"**Make-Whole Redemption Date**" has the meaning given to such term in Condition 4.7.

"**Margin**" means the percentage rate specified as such in the applicable Final Terms.

"**Margin Transfer**" has the meaning set forth in each Repurchase Agreement.

"**Market Value**", with respect to any Series, has the meaning set forth in the Series Definitions Schedule with respect to such Series. When determining the "Market Value" for purposes of making the calculation in Section 16.1(b)(ii) of the Security Agreement (English Law) or Section 6.04(b)(ii) of the Security Agreement (New York law) as applicable the Custodian shall compute Market Value in the same manner and as of the same time that "Default Market Value" is computed pursuant to paragraph 10(e)(i)(B)(cc) of the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) on the basis that the seller is the defaulting party and the Security Trustee, acting on behalf of the Directing Investor Class, the non-defaulting party.

"**Master Mortgage Custodian**" means (i) The Bank of New York Mellon or its successor, in its capacity as master mortgage custodian pursuant to the BNYM Mortgage Custodial Undertaking and (ii) U.S. Bank National Association or its successor, in its capacity as master mortgage custodian pursuant to the U.S. Bank Mortgage Custodial Undertaking.

"**Maturity Date**" means, in respect of any Class of Global Collateralised Medium Term Notes, the date specified as such in the applicable Final Terms.

"**Maximum Rate of Interest**" has the meaning given in the relevant Final Terms;

"**Mid-Swap Floating Leg Benchmark Rate**" means the reference rate specified as such in the relevant Final Terms;

"**Minimum Rate of Interest**" has the meaning given in the relevant Final Terms;

"**Mortgage Loan**" has the meaning set forth in the Loan Security Agreement;

"**Mortgage Custodial Agreement**" means (i) the Mortgage Custodial Undertaking and/or (ii) any other agreements executed by the LLP with a mortgage custodian in connection with the Notes relating to the custody of Mortgage Loans subject to an Applicable Repurchase Agreement, for as long as such agreements remain in effect in accordance with their terms, in each case as the context may require.

"**Mortgage Custodial Undertaking**" means (i) the Amended and Restated Mortgage Custodial Undertaking, dated on or about 8 August 2019, among the LLP, as buyer, the Bank as a Seller and The Bank of New York Mellon, as Master Mortgage Custodian, as the same shall be modified and supplemented and in effect from time to time, pursuant to which Master Mortgage Custodian holds Repurchase Assets, together with such additional documents as may be required under the Applicable Repurchase Agreement or such Mortgage Custodial Undertaking (the "**BNYM Mortgage Custodial Undertaking**") and (ii) the Mortgage Custodial Undertaking, dated on or about 11 January 2021, among the LLP, as buyer, the Bank as a Seller and U.S. Bank National Association, as the Master Mortgage Custodian, as the same shall be modified and supplemented and in effect from time to time, pursuant to which Master Mortgage Custodian holds Repurchase Assets, together with such additional documents as may be required under the Applicable Repurchase Agreement or such Mortgage Custodial Undertaking.

"**Mortgage Custodian**" means, as the context may require, (i) the Master Mortgage Custodian and (ii) such other Person acting as a mortgage custodian pursuant to a Mortgage Custodial Agreement.

"**Mortgage Repo Class**" means a Class, the Class Collateral for which includes or is constituted by Mortgage Loans or interests therein, as noted in the related Final Terms.

"**New York City Banking Day**" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

"**New York Federal Reserve's Website**" means the website of the Federal Reserve Bank of New York, as at the date of this Base Prospectus at http://www.newyorkfed.org/, or any successor website of the Federal Reserve Bank of New York.

"**Nominal Amount**" means the amount per Global Collateralised Medium Term Note specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions of the Global Collateralised Medium Term Note.

"**OBFR**" means, with respect to any OBFR Interest Reset Date:

(a) the daily Overnight Bank Funding Rate in respect of the New York City Banking Day immediately preceding such OBFR Interest Reset Date as provided by the Federal Reserve, as the administrator of such rate (or a successor administrator), on the New York Federal Reserve's Website on or about 5:00 p.m. (New York time) on such OBFR Interest Reset Date,

(b) if the daily Overnight Bank Funding Rate does not appear on such OBFR Interest Reset Date as specified in paragraph (A), unless both an OBFR Index Cessation Event and an OBFR Index Cessation Date have occurred, the daily Overnight Bank Funding Rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the New York Federal Reserve's Website; or

(c) if an OBFR Index Cessation Event and an OBFR Index Cessation Date have occurred,

(i) the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for the daily Overnight Bank Funding Rate by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the daily Overnight Bank Funding Rate (which rate may be produced by a Federal Reserve Bank or other designated administrator); provided that,

(ii) if no such rate has been recommended within one U.S. Government Securities Business Day of the OBFR Index Cessation Event has occurred, then the rate for each OBFR Interest Reset Date occurring on or after the OBFR Index Cessation Date will be determined as if (i) references to OBFR were references to FOMC Target Rate, (ii) references to U.S. Government Securities Business Day were references to New York City Banking Day and (iii) references to the New York Federal Reserve's Website were references to the Federal Reserve's Website;

(iii) if the above provisions fail to provide a means of determining the Interest Rate, Condition 3.2(k) shall apply;

"**OBFR Index Cessation Date**" means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the OBFR) ceases to publish the OBFR, or the date as of which the OBFR may no longer be used;

"**OBFR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the OBFR) announcing that it has ceased or will cease to publish or provide the OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an OBFR;

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the OBFR) has ceased or will cease to provide the OBFR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the OBFR; or

(c) a public statement by a regulator or other official sector entity prohibiting the use of the OBFR that applies to, but need not be limited to, fixed income securities and derivatives, to the extent that

such public statement has been acknowledged in writing by the International Swaps and Derivatives Association, Inc. as an "OBFR Index Cessation Event" under the ISDA Definitions;

"**OBFR Interest Reset Date**" means each U.S. Government Securities Business Day in the relevant Interest Period; provided, however, that the OBFR with respect to each OBFR Interest Reset Date in the period from and including, the OBFR Rate Cut-Off Date to, but excluding, the corresponding Interest Payment Date of an Interest Period, will be the OBFR with respect to the OBFR Interest Reset Date coinciding with the OBFR Rate Cut-Off Date for such Interest Period;

"**OBFR Rate Cut-Off Date**" means the date that is the second U.S. Government Securities Business Day prior to the Interest Payment Date in respect of the relevant Interest Period;

"**Observation Method**" shall be as set out in the relevant Final Terms;

"**Optional Cancellation Date**" means, in relation to a Put Option, the Put Option Exercise Date in respect of which the Put Option is exercised or such other date specified or determined in accordance with the applicable Final Terms.

"**Optional Redemption Amount**" means an amount per Calculation Amount specified as such in the applicable Final Terms, taking into account any Early Redemption Costs (which, for the avoidance of doubt, will reduce the Optional Redemption Amount).

"**Optional Redemption Date**" means (i) in relation to a put option, the last day of the Put Notice Period, unless otherwise specified in the applicable Final Terms; or (ii) in relation to a call option, the last day of the Issuer Notice Period unless otherwise specified in the applicable Final Terms.

"**Option Exercise Notice**" has the meaning given to it in Condition 4.2.

"**Post-Acceleration Priority of Payments**", with respect to any Class, has the meaning set forth in the related Security Agreement.

"**Pre-Acceleration Priority of Payments**" has the meaning set forth in Section 6.4 of the Collateral Administration Agreement.

"**Principal Amount Outstanding**" means in respect of a Global Collateralised Medium Term Note on any day the principal amount of that Global Collateralised Medium Term Note on the date on which the Issuer issued such Global Collateralised Medium Term Note, less principal amounts received by the relevant Noteholder(s) in respect thereof on or prior to that day.

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency **provided, however, that** in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Priority of Payments**" means the Pre-Acceleration Priority of Payments and the Post-Acceleration Priority of Payments.

"**Programme Documents**" means, collectively, the LLP Deed, the Intercompany Loan Agreement and the Administration Agreement.

"**Proceedings**" has the meaning given it in Condition 15.2.

"**Purchase Date**" with respect to any Repurchase Transaction, has the meaning set forth in the related Confirmation.

"**Purchase Price**" with respect to any Repurchase Transaction under any Repurchase Agreement, has the meaning set forth therein.

"**Purchased Assets**" has the meaning set forth in the Loan Security Agreement.

"**Purchased Securities**" means, as of any time, each security (or interest therein) sold or transferred by a Seller to the LLP pursuant to any Repurchase Transaction.

"**Put Notice Period**" has the meaning given to such term in Condition 4.2.

"**Put Notice Period Number**" means, in respect of a Class of Global Collateralised Medium Term Notes, 15 unless otherwise specified in the applicable Final Terms.

"**Put Option Exercise Date**" means each date that is specified as such in the applicable Final Terms or, if no date is specified, each date that is a Business Day within the Put Option Exercise Period.

"**Put Option Exercise Period**" means the period specified as such in the applicable Final Terms or, if no such period is specified, the period from (but excluding) the Issue Date to (but excluding) the fifteenth Business Day preceding the Maturity Date.

"**Rate Cut-off Date**" has the meaning given in the relevant Final Terms;

"**Record Date**" means, in relation to a payment under a Registered Note, the fifteenth calendar day (whether or not such fifteenth calendar day is a business day) before the relevant due date for such payment, except that, with respect to Cleared Notes that are represented by a Global Registered Note, it shall be the day specified in Condition 6.3(d).

"**Redemption Amount**" means the Final Redemption Amount, the Optional Redemption Amount, the Make-Whole Redemption Amount or the Early Redemption Amount, as applicable.

"**Redemption Margin**" has the meaning specified in the applicable Final Terms.

"**Redemption Rate**" has the meaning specified in the applicable Final Terms.

"**Reference Banks**" has the meaning given in the relevant Final Terms or, if non, four major banks selected by the Issuer (following, where practicable, consultation with the Determination Agent, if applicable, or the Calculation Agent, as the case may be) in the market that is most closely connected with the Reference Rate, as selected by the Issuer on the advise of an investment bank of international repute.

"**Reference Rate**" means (i) EURIBOR, (ii) SONIA, (iii) SOFR, (iii) €STR and (iv) OBFR, in each case for the relevant currency and for the relevant period, as specified in the relevant Final Terms.

"**Register**" means, with respect to any Registered Notes, the register of holders of such Global Collateralised Medium Term Notes maintained by the applicable Registrar.

"**Regulation S Global Note**" means a Regulation S Note in global form.

"**Relevant Clearing System**" means, as appropriate, Euroclear, Clearstream, DTC and/or such other clearing system specified in the applicable Final Terms, as the case may be, through which interests in Global Collateralised Medium Term Notes are to be held and/or through an account at which such Global Collateralised Medium Term Notes are to be cleared.

"**Relevant Date**" means, in respect of any Global Collateralised Medium Term Note or Coupon, the date on which payment or delivery in respect of it first becomes due (or would have first become due if all conditions to settlement had been satisfied) or (if any amount of the money payable is improperly withheld or refused) the date on

which payment in full of the amount outstanding is made or (if earlier) the date five calendar days after that on which notice is duly given to the Noteholders that, upon further presentation of the Global Collateralised Medium Term Note or Coupon being made in accordance with these Base Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Financial Centre**" shall mean the financial centre specified as such in the relevant Final Terms, or if none is so specified (i) London, in the case of a determination of SONIA, (ii) Brussels, in the case of a determination of EURIBOR or €STR and (iii) New York, in the case of a determination of SOFR;

"**Relevant Rules**" means the Rules of the Relevant Clearing System.

"**Relevant Screen Page**" means such Reuters screen page as specified in the applicable Final Terms (or the relevant screen page of such other service or services as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto) or such other equivalent information vending service as is so specified.

"**Relevant Settlement Day**" means a Clearing System Business Day unless otherwise specified in the applicable Final Terms.

"**Relevant Stock Exchange**" means, in respect of any Class of Global Collateralised Medium Term Notes, the stock exchange upon which such Global Collateralised Medium Term Notes are listed as specified in the applicable Final Terms, if any.

"**Repurchase Agreement**" means the (i) Barclays GMRA, (ii) the Barclays MRA, (iii) the BCSL GMRA, (iv) the BCI GMRA (if any), (v) the BCI MRA and/or (vi) any other repurchase agreement that may be entered into by the LLP from time to time in connection with the Global Collateralised Medium Term Notes, as the context may require, each as amended and/or supplemented and/or restated.

"**Repurchase Events of Default**" has the meaning set forth in the applicable Repurchase Agreement.

"**Repurchase Date**" means, with respect to any Repurchase Transaction, the meaning set forth in the related Confirmation.

"**Repurchase Price**" means, with respect to any Repurchase Agreement, the meaning set forth therein.

"**Repurchase Transaction**" means a transaction in which a Seller agrees to transfer to the LLP securities or other assets ("**Repurchase Assets**") against the transfer of funds by the LLP, with a simultaneous agreement by the LLP to transfer to such Seller such Repurchase Assets at a date certain or on demand, against the transfer of funds by such Seller.

"**Restricted Collateral Disposition Administrator**" means BNP Paribas in its capacity as restricted securities collateral administrator.

"**Restricted Collateral Disposition Agreement**" means that Restricted Collateral Disposition Agreement, dated 24 June 2022 and made between (1) Restricted Collateral Disposition Administrator, (2) the LLP, (3) the Issuer and (4) the Security Trustee.

"**Rules**" means the Clearstream Rules, the Euroclear Rules and/or the terms and conditions and any procedures governing the use of such other Relevant Clearing System as may be specified in the Final Terms relating to a particular issue of Global Collateralised Medium Term Notes.

"**Second Amendment Closing Date**" means 11 December 2017.

"**Secured Obligations**" with respect to any Class, has the meaning set forth in the related Security Agreement.

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Security Agreement**" means the Security Agreement (English Law), the Security Agreement (New York Law) or the Loan Security Agreement, as applicable, each as amended and/or supplemented and/or restated.

"**Security Agreement (English Law)**" means the English law governed Security Agreement, dated as of the Series Closing Date, as amended and restated on or about the First Amendment Closing Date, between the LLP, the Security Trustee, the Administrator and the Collateral Administrator, as further amended and/or supplemented and/or restated.

"**Security Agreement (New York Law)**" means the New York law governed Security Agreement, dated on or about the First Amendment Closing Date, as may be amended and restated as of the Second Amendment Closing Date, between the LLP, the Collateral Agent, the Administrator and the Collateral Administrator, as amended and/or supplemented and/or restated.

"**Security Trustee**" means The Bank of New York Mellon, in its capacity as security trustee under the Security Agreement (English Law), together with any replacement or successor security trustee appointed therein from time to time.

"**Seller**" means (i) in relation to the Barclays GMRA and the Barclays MRA, the Bank, (ii) in relation to the BCSL GMRA, BCSL, (iii) in relation to the BCI GMRA (if any) or the BCI MRA, BCI, (iv) in relation to any other Repurchase Agreement, the seller named therein and/or (v) any other seller appointed pursuant to Section 2.5 of the Administration Agreement, as the context may require.

"**Series**" means the Global Collateralised Medium Term Note Series as defined in, established by and contemplated in the Agency Agreement, as the same may be from time to time amended, supplemented or modified.

"**Series Closing Date**" means 6 December 2012.

"**Settlement Expenses**" means, in respect of any Global Collateralised Medium Term Note or Global Collateralised Medium Term Notes, any costs, fees and expenses or other amounts (other than in relation to Taxes) payable by a Noteholder per Calculation Amount on or in respect of or in connection with the redemption, exercise or settlement of such Global Collateralised Medium Term Note or Global Collateralised Medium Term Notes as determined by the Calculation Agent in its sole and absolute discretion.

"**Shared Collateral Class Group**" has the meaning set forth in the related Security Agreement.

"**SIFMA**" means the Securities Industry and Financial Markets Association or any successor thereto;

"**SOFR**" shall have the meaning given to such term in Condition 3.2(d) (*Floating Rate Note Provisions and Benchmark Replacement—Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR* or *€STR)*;

"**SOFR Determination Time**" shall have the meaning given to such term in Condition 3.2(d) (*Floating Rate Note Provisions and Benchmark Replacement—Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR* or *€STR)*;

"**SONIA**" shall have the meaning given to such term in Condition 3.2(d) (*Floating Rate Note Provisions and Benchmark Replacement—Screen Rate Determination for Floating Rate Notes which reference SONIA, SOFR* or *€STR)*;

"**Specified Currency**" has the meaning given in the Final Terms.

"**Specified Duration**" means the duration specified as such or, if none, a period equal to the corresponding Interest Period, ignoring any adjustment made in accordance with any Business Day convention.

"**Successor**" means, in relation to any Agent or such other or further person as may from time to time be appointed by the Issuer in respect of Global Collateralised Medium Term Notes, the person identified as the successor to such Agent or other person by the Calculation Agent (or, if the successor relates to the Calculation Agent, the Issuer) in its sole and absolute discretion. Notice of any Successor identified shall be given to Noteholders as soon as reasonably practicable after such identification in accordance with Condition 13.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"**TARGET Business Day**" means a day on which the TARGET System is operating.

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**TARGET System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 ("**TARGET2**") (or, if such system ceases to be operative, such other system (if any) determined by the Calculation Agent to be a suitable replacement).

"**Taxes**" means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including (but not limited to) any applicable stock exchange tax, turnover tax, stamp duty, stamp duty reserve tax and/or other taxes, duties, assessments or governmental charges of whatever nature chargeable or payable and includes any interest and penalties in respect thereof.

"**TEFRA**" means the US Tax Equity and Fiscal Responsibility Act of 1982.

"**Trade Date**" means the date specified as such in the applicable Final Terms.

"**Transaction Documents**" means, collectively, the Programme Documents and the GCMTN Series Documents.

"**UK Bail-in Power**" means, with respect to any Resolution Authority, the write-down and conversion powers of such Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"**U.S. Internal Revenue Code**" means sections the US Internal Revenue Code of 1986, as amended.

"**Uncertificated Regulations**" means the United Kingdom Uncertificated Securities Regulations 2001 (SI 2001/3755) including any modification or re-enactment thereof from time to time in force.

"**Unextended Notes**" has the meaning given to such term in Condition 4.5; and

"**Variable Rate**" has the meaning given to it in Condition 3.3.

BOOK-ENTRY PROCEDURES FOR RULE 144A GLOBAL NOTES DEPOSITED WITH DTC

The Rule 144A Global Notes will be issued in the form of Global Registered Notes, without Coupons or Talons. Upon issuance, one or more Global Notes will be deposited with either (i) a custodian for DTC and registered in the name of Cede & Co., as nominee of DTC, or (ii) a common depositary on behalf of Euroclear and Clearstream.

Ownership of beneficial interests in a Global Note deposited with DTC will be limited to persons who have accounts with DTC ("**DTC Participants**") or persons who hold interests through DTC Participants. The Issuer expect that, under procedures established by DTC:

- upon deposit of a Global Note with DTC's custodian, DTC will credit portions of the nominal amount, calculation amount or number of Global Collateralised Medium Term Notes of the relevant Class, as applicable, represented by the Global Note to the accounts of the DTC Participants designated by the Administrator; and

- ownership of beneficial interests in a Global Note will be shown on, and transfer of ownership of those interests will be effected only through, records maintained by DTC (with respect to interests of DTC Participants) and the records of DTC Participants (with respect to other owners of beneficial interests in the Global Note).

Beneficial interests in a Global Note may not be exchanged for Definitive Notes except in the limited circumstances described below.

Any Global Note and beneficial interests in the Global Note will be subject to restrictions on transfer as described under "*Clearance, Settlement and Transfer Restrictions—Transfer Restrictions for Registered Notes*".

Book-Entry Procedures for Global Notes

All interests in Global Notes will be subject to the operations and procedures of DTC. The following summary of those operations and procedures are provided solely for the convenience of investors. The operations and procedures of DTC are controlled by DTC and may be changed at any time. Neither the Issuer nor the Administrator is responsible for those operations or procedures.

DTC has advised the Issuer that it is:

- a limited purpose trust company organised under the New York Banking Law;

- a "banking organisation" within the meaning of the New York Banking Law;

- a member of the 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 US Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the Book-Entry Procedures for Rule 144A Global Notes Deposited with DTC accounts of its participants, thereby eliminating the need for physical transfer and delivery of certificates. DTC's Participants include securities brokers and dealers, including the initial purchasers; banks and trust companies; and clearing corporations and other organisations. Indirect access to DTC's system is also available to others such as banks, brokers, dealers and trust companies; these indirect participants clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly. Investors who are

not DTC Participants may beneficially own securities held by or on behalf of DTC only through DTC Participants or indirect participants in DTC.

So long as DTC's nominee is the registered owner of a Registered Global Note, that nominee will be considered the sole owner or holder of the Global Collateralised Medium Term Notes of the relevant Class represented by that Registered Global Note for all purposes under the Agency Agreement (as amended from time to time). Except as provided below, owners of beneficial interests in a Registered Global Note:

- will not be entitled to have Global Collateralised Medium Term Notes represented by a Registered Global Note registered in their names;
- will not receive or be entitled to receive Definitive Notes; and
- will not be considered the owners or holders of the Global Collateralised Medium Term Notes under the Agency Agreement (as amended from time to time) for any purpose, including with respect to the giving of any direction, instruction or approval to the Issue and Paying Agent under the Agency Agreement (as amended from time to time).

As a result, each investor who owns a beneficial interest in a Registered Global Note must rely on the procedures of DTC to exercise any rights of a holder of Securities under the Agency Agreement (as amended from time to time) (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC Participant through which the investor owns its interest).

Payments of principal, premium (if any), additional amounts (if any) and interest (if any) with respect to the Global Collateralised Medium Term Notes represented by a Registered Global Note will be made by the New York Agent to DTC's nominee as the registered holder of the Registered Global Notes. Neither the Issuer nor the New York Agent will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a Global Note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, supervising or reviewing any records of DTC relating to those interests.

Payments by DTC Participants and indirect participants in DTC to the owners of beneficial interests in a Registered Global Note will be governed by standing instructions and customary industry practice and will be the responsibility of those DTC Participants or indirect participants and DTC.

Transfers between DTC Participants will be effected under DTC's procedures and will be settled in same-day funds.

Registered Definitive Securities

Registered Definitive Notes will be issued and delivered to each person that DTC identifies as a beneficial owner of the related Global Collateralised Medium Term Notes only on the occurrence of one of the following events:

- DTC notifies the Issuer at any time that it is unwilling or unable to continue as depositary for the Registered Global Notes and a successor depositary is not appointed within 90 days;
- DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days; or
- the Issuer, at its option, notifies the New York Agent that it elects to cause the issuance of Registered Definitive Notes.

The laws of some countries and some states in the US require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Registered Global Note to such persons may be limited to that extent. Because DTC can act only on behalf of DTC Participants, the ability of a person having beneficial interests in a Registered Global Note deposited with DTC to pledge such interests to persons

or entities that do not participate in the relevant clearing system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

CLEARANCE, SETTLEMENT AND TRANSFER RESTRICTIONS

Book-Entry Ownership

Bearer Notes

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. In respect of Bearer Notes, a Temporary Global Note and/or a Permanent Global Note in bearer form without Coupons may be deposited with a common depositary for Euroclear and/or Clearstream or an alternative clearing system as agreed between the Issuer and the Administrators. Transfers of interests in such Temporary Global Notes or Permanent Global Notes will be made in accordance with the normal Euromarket debt securities operating procedures of Euroclear and Clearstream or, if appropriate, the alternative clearing system.

Registered Notes

The Issuer may make applications to Euroclear and/or Clearstream for acceptance in their respective book-entry systems in respect of the Global Collateralised Medium Term Notes to be represented by a Regulation S Global Note. Each Regulation S Global Note deposited with a common depositary for, and registered in the name of, a nominee of Euroclear and/or Clearstream will have an ISIN and a Common Code.

The Issuer, and the NY Registrar appointed for such purpose that is an eligible DTC participant, may make application to DTC for acceptance in its book-entry settlement system of the Registered Securities represented by a Rule 144A Global Note. Each such Rule 144A Global Note will have a CUSIP number. Each Rule 144A Global Note will be subject to restrictions on transfer contained in a legend appearing on the front of such Rule 144A Global Note, as set out under "*Transfer Restrictions for Registered Notes*". In certain circumstances, as described below in "*Transfer Restrictions for Registered Notes*", transfers of interests in a Rule 144A Global Note may be made as a result of which such legend may no longer be required.

In the case of a Class of Registered Securities to be cleared through the facilities of DTC, the custodian, with whom the Rule 144A Global Notes are deposited, and DTC, will electronically record the aggregate nominal amount or number of Securities, as applicable, represented by the Rule 144A Global Notes held within the DTC system. Investors may hold their beneficial interests in a Rule 144A Global Note directly through DTC if they are participants in the DTC system, or indirectly through organisations which are participants in such system.

Payments of the principal of, and interest on, each Rule 144A Global Note registered in the name of DTC's nominee will be to, or to the order of, its nominee as the registered owner of such Rule 144A Global Note. The Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants' accounts with payments in amounts proportionate to their respective beneficial interests in the nominal amount or calculation amount of the Global Collateralised Medium Term Notes, as applicable, represented by the relevant Rule 144A Global Note as shown on the records of DTC or the nominee. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such Rule 144A Global Note held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Issuer, the Issue and Paying Agent, any Paying Agent or any Transfer Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, ownership interests in any Rule 144A Global Note or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Notes will initially be in the form of Regulation S Global Notes and/or Rule 144A Global Notes. Definitive Notes will only be available, in the case of Global Collateralised Medium Term Notes initially represented by a Regulation S Global Note, in amounts specified in the applicable Final Terms, and, in the case of Global Collateralised Medium Term Notes initially represented by a Rule 144A Global Note, in minimum amounts of

US$100,000 (or its equivalent rounded upwards as agreed between the Issuer and the relevant Administrator(s)), or higher integral multiples of US$1,000, in certain limited circumstances described below.

Payments through DTC

Payments in US dollars of principal and interest in respect of a Rule 144A Global Note registered in the name of a nominee of DTC will be made to the order of such nominee as the registered holder of such Security. Payments of principal and interest in a currency other than US dollars in respect of Global Collateralised Medium Term Notes evidenced by a Rule 144A Global Note registered in the name of a nominee of DTC will be made or procured to be made by the Paying Agent in such currency in accordance with the following provisions. The amounts in such currency payable by the Paying Agent or its agent to DTC with respect to Global Collateralised Medium Term Notes held by DTC or its nominee will be received from the Issuer by the Paying Agent who will make payments in such currency by wire transfer of same day funds to the designated bank account in such currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of payments of interest, on or prior to the third business day in New York City after the Record Date for the relevant payment of interest and, in the case of payments of principal, at least 12 business days in New York City prior to the relevant payment date, to receive that payment in such currency. The Paying Agent will convert amounts in such currency into US dollars and deliver such US dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such currency. The Agency Agreement (as amended from time to time) sets out the manner in which such conversions are to be made.

Transfers of Registered Notes

Transfers of interests in Global Notes 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 Note 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 Note 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 Note may only be held through Euroclear or Clearstream. In the case of Registered Notes 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 Note to a transferee who wishes to take delivery of such interest through a Rule 144A Global Note for the same Class of Global Collateralised Medium Term Notes, provided that any such transfer made on or prior to the expiration of the Distribution Compliance Period relating to the Global Collateralised Medium Term Notes represented by such Regulation S Global Note 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 that is also a QP within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. Any such transfer made thereafter of the Global Collateralised Medium Term Notes represented by such Regulation S Global Note will only be made upon request through Euroclear or Clearstream by the holder of an interest in the Regulation S Global Note to the Issue and Paying Agent of details of that account at DTC to be credited with the relevant interest in the Rule 144A Global Note. Transfers at any time by a holder of any interest in the Rule 144A Global Note to a transferee who takes delivery of such interest through a Regulation S Global Note 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 Note.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described below and under "*Transfer Restrictions for Registered Notes*", 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 custodian, the Registrar and the Issue and Paying Agent.

On or after the Issue Date for any Series, transfers of Global Collateralised Medium Term Notes of such Class between accountholders in Euroclear and/or Clearstream and transfers of Global Collateralised Medium Term Notes of such Class between participants in DTC will generally have a settlement date three business days after the trade date (T+3). 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 Notes will be effected through the Issue and Paying Agent, the custodian, 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 Note 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. 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 Registered Notes, see "*Transfer Restrictions for Registered Notes*".

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the presentation of Rule 144A Global Notes for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Rule 144A Global Notes are credited and only in respect of such portion of the aggregate nominal amount of Global Collateralised Medium Term Notes represented by the relevant Rule 144A Global Notes 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 Notes in exchange for Definitive Notes (which will, in the case of Restricted Notes, bear the legend applicable to transfers pursuant to Rule 144A).

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 Notes 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 Note is lodged with DTC or the custodian, Restricted Notes represented by Definitive Notes will not be eligible for clearing or settlement through Euroclear, Clearstream or DTC.

Definitive Notes

Registration of title to Registered Notes in a name other than a depositary or its nominee for Clearstream and Euroclear or for DTC will be permitted only in the circumstances set out in Condition 1 of the Conditions of the Global Collateralised Medium Term Notes. In such circumstances, the Issuer will cause sufficient individual Global Collateralised Medium Term Notes to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Noteholder(s). A person having an interest in a Global Note must provide the Registrar with:

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

(2) in the case of a Rule 144A Global Note 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. Definitive Notes issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A.

Pre-issue Trades Settlement

It is expected that delivery of Global Collateralised Medium Term Notes will be made against payment therefor on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the Exchange Act, trades in the US secondary market generally are required to settle within three business days ("**T+3**"), unless the parties to any such trade expressly agree otherwise. Accordingly, in the event that an Issue Date is more than three business days following the relevant date of pricing, purchasers who wish to trade Registered Notes in the United States between the date of pricing and the date that is three business days prior to the relevant Issue Date will be required, by virtue of the fact that such Global Collateralised Medium Term Notes initially will settle beyond T+3, 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 Global Collateralised Medium Term Notes may be affected by such local settlement practices and, in the event that an Issue Date is more than three business days following the relevant date of pricing, purchasers of Securities who wish to trade Global Collateralised Medium Term Notes between the date of pricing and the date that is three business days prior to the relevant Issue Date should consult their own adviser.

Transfer Restrictions for Registered Notes

Restricted Notes

Each purchaser of Restricted Notes, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

(1) It is (a) both a QIB and a QP, (b) acquiring such Restricted Notes for its own account or for the account of a QIB and a QP and (c) aware, and each beneficial owner of such Restricted Notes has been advised, that the sale of such Restricted Notes to it is being made in reliance on Rule 144A.

(2) (a) It understands that such Restricted Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred, except (i) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believes is both a QIB and a QP purchasing for its own account or for the account of a QIB and a QP, (ii) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (iii) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States and (b) it will, and each subsequent holder of the Restricted Notes is required to, notify any purchaser of the Restricted Notes from it of the resale restrictions on the restricted securities.

(3) The Rule 144A Global Note representing such Restricted Notes will, unless the Issuer determines otherwise in accordance with applicable law, bear a legend in or substantially in the following form:

THE GLOBAL COLLATERALISED MEDIUM TERM NOTES REPRESENTED BY THIS RULE 144A GLOBAL NOTE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES 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 MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) 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 BOTH A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A (A "**QIB**") AND A QUALIFIED PURCHASER (A "**QP**") FOR PURPOSES OF SECTION 3(C)(7) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**") THAT IS ACQUIRING THIS NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIBS AND QPS, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER RULE 144 UNDER THE SECURITIES ACT ("**RULE 144**"), IF AVAILABLE, OR (4) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 FOR RESALES OF THE SECURITIES.

(4) A Rule 144A Global Note held by a Custodian on behalf of DTC shall also bear the following legend:

"UNLESS THIS RULE 144A GLOBAL NOTE 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."

(5) The Issuer, the Registrar, Luxembourg Registrar, the Administrator 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 Notes for the account of one or more persons who are both QIBs and 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.

(6) It understands that the Restricted Notes will be represented by a Rule 144A Global Note. Before any interest in a Rule 144A Global Note 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 Note or, as the case may be, Global Note, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

For as long as any Restricted Notes are outstanding and are "restricted securities" within the meaning of Rule 144 under the Securities Act, the Bank has agreed that any holder of such Global Collateralised Medium Term Notes or prospective purchaser designated by such holder of Global Collateralised Medium Term Notes will have the right to obtain from the Bank during any period in which the Bank 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 Notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Rule 144A.

Unrestricted Notes

Each purchaser of Unrestricted Notes and each subsequent purchaser of such Unrestricted Notes in re-sales prior to the expiration of the Distribution Compliance Period, by accepting delivery of the Base Prospectus and the Unrestricted Notes, will be deemed to have represented, agreed and acknowledged that:

(1) It is, or at the time Unrestricted Notes are purchased will be, the beneficial owner of such Unrestricted Notes and (a) it is not a US 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 Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the Distribution Compliance Period, it will not offer, sell, pledge or otherwise transfer such Unrestricted Notes except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believe is both a QIB and a QP purchasing for its own account or the account of a person who is both a QIB and a QP or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States.

(3) It understands that such Unrestricted Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

"THE GLOBAL COLLATERALISED MEDIUM TERM NOTES REPRESENTED BY THIS REGULATION S GLOBAL NOTE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES 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 MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT."

(4) It understands that the Issuer, the Registrars, the Luxembourg Registrar, the Agents, the Administrator 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 Notes will be represented by a Regulation S Global Note or, as the case may be, a Global Note. Prior to the expiration of the Distribution Compliance Period, before any interest in a Regulation S Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Restricted Security, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement (as amended from time to time)) as to compliance with the applicable securities laws.

TAXATION

United Kingdom Taxation

The following comments are of a general nature based on current United Kingdom tax law and HM Revenue & Customs ("**HMRC**") published practice and are a summary of the understanding of the Issuer of current law and practice in the United Kingdom relating only to certain aspects of United Kingdom taxation. They are not intended to be exhaustive. They relate only to persons who are the absolute beneficial owners of the Global Collateralised Medium Term Notes and may not apply to certain classes of taxpayers (such as persons carrying on a trade of dealing in the Global Collateralised Medium Term Notes, certain professional investors and persons connected with the Issuer or the LLP) to whom special rules may apply.

Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

United Kingdom Taxation relating to the Global Collateralised Medium Term Notes

Withholding Tax

Payments of interest on the Global Collateralised Medium Term Notes may be made without withholding or deduction for or on account of United Kingdom income tax as long as the Global Collateralised Medium Term Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007 (the "**Income Tax Act**"). Euronext Dublin is a recognised stock exchange for such purposes. The Global Collateralised Medium Term Notes will be treated as listed on Euronext Dublin for these purposes if they are listed on Euronext Dublin and admitted to trading on the Regulated Market. Provided, therefore, that the Global Collateralised Medium Term Notes satisfy these requirements, interest may be paid on the Global Collateralised Medium Term Notes without withholding or deduction for or on account of United Kingdom income tax.

In addition, provided that the Issuer continues to be a bank within the meaning of section 991 of the Income Tax Act, and provided that the interest on the Global Collateralised Medium Term Notes is paid in the ordinary course of its business within the meaning of section 878 of the Income Tax Act, the Issuer will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax.

Interest on the Global Collateralised Medium Term Notes may also be paid by the Issuer without withholding or deduction for or on account of United Kingdom income tax where, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Global Collateralised Medium Term Notes is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest (i.e. as a United Kingdom resident company, or as a Non-United Kingdom resident company carrying on a trade in the United Kingdom through a permanent establishment), or the recipient of the payment falls into certain other excepted categories under sections 935 to 937 of the Income Tax Act, provided that HMRC has not given a direction that the interest should be paid under deduction of tax.

In other cases, interest on the Global Collateralised Medium Term Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty or to any other exemption which may apply.

If the Global Collateralised Medium Term Notes are redeemed at a premium then any such element of premium may constitute a payment of interest for United Kingdom tax purposes. In that event, payments thereof would be subject to the treatment outlined above and to the reporting requirements described below.

Where a payment on the Global Collateralised Medium Term Notes does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it may be subject to United Kingdom withholding tax if it constitutes (or is treated as) an annual payment for United Kingdom tax purposes (which

will be determined by, amongst other things, the terms and conditions completed by the Final Terms of the Global Collateralised Medium Term Notes). In such a case, the payment may fall to be made under deduction of United Kingdom tax at the basic rate, subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

Prospective Noteholders should note that in the event that payments by the LLP in respect of interest or premium on the Global Collateralised Medium Term Notes are subject to any withholding or deduction for or on account of tax, the LLP will not be required to pay any additional amounts to Noteholders in respect of any such withholding or deduction.

Reporting Requirements

Persons in the United Kingdom paying interest to, or receiving interest on behalf of, another person who is an individual may be required to provide certain information to HMRC regarding the identity of the payee or the person entitled to the interest. In certain circumstances, such information may be exchanged with tax authorities in other countries.

United States Taxation

The following is a summary of certain material US federal income tax consequences of the acquisition, ownership and disposition of Global Collateralised Medium Term Notes and is for general information purposes only. This summary does not address the US federal income tax consequences of every type of Global Collateralised Medium Term Note which may be issued under the Programme, and the applicable Final Terms will contain additional or modified disclosure concerning the material US federal income tax consequences relevant to such type of Global Collateralised Medium Term Note as appropriate. This summary deals only with purchasers of Global Collateralised Medium Term Notes that are US Holders, as defined below (except with respect to the potential application of FATCA to holders that are not US Holders, discussed below under "*FATCA*"), and that will hold the Global Collateralised Medium Term Notes as capital assets. The discussion does not cover all aspects of US federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Global Collateralised Medium Term Notes by particular investors, and does not address state, local, foreign or other tax laws. This summary also does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the US federal income tax laws (such as financial institutions, insurance companies, passive foreign investment companies, controlled foreign corporations, investors liable for any alternative minimum tax, accrual method investors investors that file applicable financial statements as described in Section 451(b) of the Code, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, S corporations, partnerships and other pass-through entities, real estate investment trusts, regulated investment companies, broker-dealers or dealers in securities or currencies, or investors that will hold the Global Collateralised Medium Term Notes as part of straddles, hedging transactions or conversion transactions for US federal income tax purposes or investors whose functional currency is not the US dollar).

The following summary does not discuss Global Collateralised Medium Term Notes that are not characterised as debt instruments, or that are characterised as contingent payment debt instruments for US federal income tax purposes. This summary also does not discuss certain US dollar denominated inflation-linked Global Collateralised Medium Term Notes that qualify for special treatment under applicable US tax law.

As used herein, the term "**US Holder**" means a beneficial owner of Global Collateralised Medium Term Notes that is, for US federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States or any State thereof, (iii) an estate, the income of which is subject to US federal income tax without regard to its source or (iv) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more US persons have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for U.S. federal income tax purposes.

The US federal income tax treatment of a partner in a partnership (or any entity or arrangement treated as such for US federal income tax purposes) that holds Global Collateralised Medium Term Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are partnerships should consult their tax adviser concerning the US federal income tax consequences to their partners of the acquisition, ownership and disposition of Global Collateralised Medium Term Notes by the partnership.

The summary is based on the tax laws of the United States, including the US Internal Revenue Code its legislative history, existing and proposed US Treasury Regulations thereunder, published rulings and court decisions, all as at the date hereof and all subject to change at any time, possibly with retroactive effect.

Bearer Notes are not being offered to US Holders. A US Holder who owns a Bearer Note may be subject to limitations under US income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the US Internal Revenue Code.

THE SUMMARY OF US FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE Global **COLLATERALISED MEDIUM TERM NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.**

US Federal Income Tax Characterisation of the Global Collateralised Medium Term Notes

The characterisation of a Class of Global Collateralised Medium Term Notes may be uncertain and will depend on the terms of those Global Collateralised Medium Term Notes. The determination of whether an obligation represents debt, equity or some other instrument or interest is based on all the relevant facts and circumstances. There may be no statutory, judicial or administrative authority directly addressing the characterisation of some of the types of Global Collateralised Medium Term Notes that are anticipated to be issued under the Global Collateralised Medium Term Notes or of instruments similar to such Global Collateralised Medium Term Notes.

Depending on the terms of a particular Class of Global Collateralised Medium Term Notes, such Global Collateralised Medium Term Notes may not be characterised as debt for US federal income tax purposes despite the form of the Global Collateralised Medium Term Note as debt instruments. For example, Global Collateralised Medium Term Notes of a Class may be more properly characterised as prepaid forward contracts or some other type of financial instrument. Additional alternative characterisations may also be possible.

The following summary applies to Global Collateralised Medium Term Notes that are properly treated as debt for US federal income tax purposes. However, no rulings will be sought from the US Internal Revenue Service (the "**IRS**") regarding the characterisation of any of the Global Collateralised Medium Term Notes issued hereunder for US federal income tax purposes. Each holder should consult its own tax adviser about the proper characterisation of the Global Collateralised Medium Term Notes for US federal income tax purposes and consequences to such holder of acquiring, owning or disposing of the Global Collateralised Medium Term Notes.

Payments of Interest

Interest on a Global Collateralised Medium Term Note, whether payable in US dollars or a currency, composite currency or basket of currencies other than US dollars (a "**foreign currency**"), other than interest on a "**Discount Security**" that is not "**qualified stated interest**" (each as defined below under "Original Issue Discount"), will be taxable to a US Holder as ordinary income at the time it is received or accrued, depending on the holder's method of accounting for US federal income tax purposes. Interest paid by the Issuer on the Global Collateralised Medium Term Notes and OID, if any, accrued with respect to the Global Collateralised Medium Term Notes (as described below under "Original Issue Discount") generally should constitute income from sources outside the United States. Prospective purchasers should consult their tax advisers concerning the applicability of the foreign tax credit and source of income rules to income attributable to the Global Collateralised Medium Term Notes.

Subject to certain conditions and limitations, foreign taxes, if any, withheld on interest payments may be treated as foreign taxes eligible for credit against a holder's US federal income tax liability. The limitation on foreign taxes eligible for the US foreign tax credit is calculated separately with respect to specific "baskets" of income. Interest on the Global Collateralised Medium Term Notes generally will constitute "passive category income", or, in the case of certain US Holders, "general category income". As an alternative to the foreign tax credit, a US Holder may elect to deduct such taxes (the election would then apply to all foreign income taxes such US Holder paid in that taxable year). The rules governing the foreign tax credit are complex. Prospective purchasers are urged to consult their tax advisers regarding the availability of the foreign tax credit under their particular circumstances.

Original Issue Discount

The following is a summary of the principal US federal income tax consequences of the ownership of Global Collateralised Medium Term Notes issued with original issue discount ("**OID**"). The following summary does not discuss Global Collateralised Medium Term Notes that are characterised as contingent payment debt instruments for US federal income tax purposes.

A Global Collateralised Medium Term Note, other than a Global Collateralised Medium Term Note with a term of one year or less (a "**Short-Term Security**"), will be treated as issued with OID (a "**Discount Security**") if the excess of the Global Collateralised Medium Term Note's "stated redemption price at maturity" over its issue price is equal to or more than a de minimis amount (0.25 per cent. of the Global Collateralised Medium Term Notes stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an "**installment obligation**") will be treated as a Discount Security if the excess of the Global Collateralised Medium Term Note's stated redemption price at maturity over its issue price is equal to or greater than 0.25 per cent. of the Global Collateralised Medium Term Note's stated redemption price at maturity multiplied by the weighted average maturity of the Global Collateralised Medium Term Note. A Global Collateralised Medium Term Note's weighted average maturity is the sum of the following amounts determined for each payment on a Global Collateralised Medium Term Note (other than a payment of qualified stated interest): (i) the number of complete years from the issue date until the payment is made multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Global Collateralised Medium Term Note's stated redemption price at maturity. Generally, the issue price of a Global Collateralised Medium Term Note will be the first price at which a substantial amount of Global Collateralised Medium Term Notes included in the issue of which the Global Collateralised Medium Term Note is a part is sold to persons other than bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers. The stated redemption price at maturity of a Global Collateralised Medium Term Note is the total of all payments provided by the Global Collateralised Medium Term Note that are not payments of "qualified stated interest". A qualified stated interest payment is generally any one of a series of stated interest payments on a Global Collateralised Medium Term Note that are unconditionally payable at least annually at a single fixed rate (with certain exceptions for lower rates paid during some periods), or a variable rate (in the circumstances described below under "*Variable Interest Rate Securities*"), applied to the outstanding principal amount of the Global Collateralised Medium Term Note. Solely for the purposes of determining whether a Global Collateralised Medium Term Note has OID, the Issuer will be deemed to exercise any call option that has the effect of decreasing the yield on the Global Collateralised Medium Term Note, and the US Holder will be deemed to exercise any put option that has the effect of increasing the yield on the Global Collateralised Medium Term Note.

US Holders of Discount Securities must include OID in income calculated on a constant-yield method before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Securities. The amount of OID includible in income by a US Holder of a Discount Security is the sum of the daily portions of OID with respect to the Discount Security for each day during the taxable year or portion of the taxable year on which the US Holder holds the Discount Security. The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. Accrual periods with respect to a Global Collateralised Medium Term Note may be of any length selected by the US Holder and may vary in length over the term of the Global Collateralised Medium Term Note as long as (i) no accrual period is longer than one year and (ii) each scheduled payment of interest or principal on the Global Collateralised Medium Term Note occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual

period equals the excess of (a) the product of the Discount Security's adjusted issue price at the beginning of the accrual period and the Discount Security's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of the payments of qualified stated interest on the Discount Security allocable to the accrual period. The "adjusted issue price" of a Discount Security at the beginning of any accrual period is the issue price of the Global Collateralised Medium Term Note increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Global Collateralised Medium Term Note that were not qualified stated interest payments.

Acquisition Premium

A US Holder that purchases a Discount Security for an amount less than or equal to the sum of all amounts payable on the Discount Security after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being "**acquisition premium**") and that does not make the election described below under "*Election to Treat All Interest as Original Issue Discount*", is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the US Holder's adjusted basis in the Discount Security immediately after its purchase over the Global Collateralised Medium Term Note's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Global Collateralised Medium Term Note after the purchase date, other than payments of qualified stated interest, over the Global Collateralised Medium Term Note's adjusted issue price.

Short-Term Securities

In general, an individual or other cash basis US Holder of a Short-Term Security is not required to accrue OID (as specially defined below for the purposes of this paragraph) for US federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis US Holders and certain other US Holders are required to accrue OID on Short-Term Securities on a straight-line basis or, if the US Holder so elects, under the constant-yield method (based on daily compounding). In the case of a US Holder not required and not electing to include OID in income currently, any gain realised on the sale or retirement of the Short-Term Security will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. US Holders who are not required and do not elect to accrue OID on Short-Term Securities will be required to defer deductions for interest on borrowings allocable to Short-Term Securities in an amount not exceeding the deferred income until the deferred income is realised.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Security are included in the Short-Term Security's stated redemption price at maturity. A US Holder may elect to determine OID on a Short-Term Security as if the Short-Term Security had been originally issued to the US Holder at the US Holder's purchase price for the Short-Term Security. This election will apply to all obligations with a maturity of one year or less acquired by the US Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

Fungible Issue

The Issuer may, without the consent of the Holders of an outstanding Class of Global Collateralised Medium Term Notes, issue additional Global Collateralised Medium Term Notes with identical terms. These additional Global Collateralised Medium Term Notes, even if they are treated for non-tax purposes as part of the same Class as the original Global Collateralised Medium Term Notes, in some cases, may be treated as a separate series for US federal income tax purposes. In such a case, the additional Global Collateralised Medium Term Notes may be considered to have been issued with OID even if the original Global Collateralised Medium Term Notes had no OID, or the additional Global Collateralised Medium Term Notes may have a greater amount of OID than the original Global Collateralised Medium Term Notes. These differences may affect the market value of the original Global Collateralised Medium Term Notes if the additional Global Collateralised Medium Term Notes are not otherwise distinguishable from the original Global Collateralised Medium Term Notes.

Market Discount

A Global Collateralised Medium Term Note, other than a Short-Term Security, generally will be treated as purchased at a market discount (a "**Market Discount Security**") if the Global Collateralised Medium Term Note's stated redemption price at maturity or, in the case of a Discount Security, the Global Collateralised Medium Term Note's "revised issue price" exceeds the amount for which the US Holder purchased the Global Collateralised Medium Term Note by at least 0.25 per cent. of the Global Collateralised Medium Term Note's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Global Collateralised Medium Term Note's maturity (or, in the case of a Global Collateralised Medium Term Note that is an installment obligation, the Global Collateralised Medium Term Notes weighted average maturity). If this excess is not sufficient to cause the Global Collateralised Medium Term Note to be a Market Discount Security, then the excess constitutes "de minimis market discount". For this purpose, the "**revised issue price**" of a Global Collateralised Medium Term Note generally equals its issue price, increased by the amount of any OID that has accrued on the Global Collateralised Medium Term Note and decreased by the amount of any payments previously made on the Global Collateralised Medium Term Note that were not qualified stated interest payments.

Under current law, any gain recognised on the maturity or disposition of a Market Discount Security (including any payment on a Global Collateralised Medium Term Note that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Global Collateralised Medium Term Note. Alternatively, a US Holder of a Market Discount Security may elect to include market discount in income currently over the life of the Global Collateralised Medium Term Note. This election will apply to all debt instruments with market discount acquired by the electing US Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS. A US Holder of a Market Discount Security that does not elect to include market discount in income currently will generally be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Security that is in excess of the interest and OID on the Global Collateralised Medium Term Note includible in the US Holder's income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Security was held by the US Holder.

Under current law, market discount will accrue on a straight-line basis unless the US Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Market Discount Security with respect to which it is made and is irrevocable.

Variable Interest Rate Securities

Floating Rate Notes and certain other securities that provide for interest at variable rates ("**Variable Interest Rate Securities**") generally will bear interest at a "qualified floating rate" and thus will be treated as "variable rate debt instruments" under Treasury regulations governing accrual of OID. However, certain "Variable Rate Securities", as the term is used in this Base Prospectus, may not qualify as a "variable rate debt instrument", but instead will be treated as a contingent payment debt obligation for US federal income tax purposes. A Variable Interest Rate Security will qualify as a "variable rate debt instrument" if (i) its issue price does not exceed the total non-contingent principal payments due under the Variable Interest Rate Security by more than a specified de minimis amount, (ii) it provides for stated interest, paid or compounded at least annually, at (a) one or more qualified floating rates, (b) a single fixed rate and one or more qualified floating rates, (c) a single objective rate, or (d) a single fixed rate and a single objective rate that is a qualified inverse floating rate, and (iii) it does not provide for any principal payments that are contingent (other than as described in (i) above).

A "**qualified floating rate**" is any variable interest rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Security is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable interest rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Variable Interest Rate

Security (e.g. two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Interest Rate Security's issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable interest rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e. a cap) or a minimum numerical limitation (i.e. a floor) may, under certain circumstances, fail to be treated as a qualified floating rate.

An "**objective rate**" is an interest rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g. one or more qualified floating rates or the yield of actively traded personal property). An interest rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer's stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the Issuer). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Interest Rate Security will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Interest Rate Security's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Interest Rate Security's term. A "**qualified inverse floating rate**" is any objective rate where the interest rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Interest Rate Security provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period and if the variable rate on the Variable Interest Rate Security's issue date is intended to approximate the fixed rate (e.g. the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A "**current value**" of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

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

In general, any other Variable Interest Rate Security that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Interest Rate Security. Such a Variable Interest Rate Security must be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Interest Rate Security with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as at the Variable Interest Rate Security's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Security is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Security. In the case of a Variable Interest Rate Security that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates

or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Interest Rate Security provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Variable Interest Rate Security as at the Variable Interest Rate Security's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Security is converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Security is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the general OID rules to the "equivalent" fixed rate debt instrument and a US Holder of the Variable Interest Rate Security will account for the OID and qualified stated interest as if the US Holder held the "equivalent" fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Security during the accrual period.

If a Variable Interest Rate Security, the payments on which are determined by reference to an index, does not qualify as a "variable rate debt instrument", then the Variable Interest Rate Security will be treated as a contingent payment debt obligation.

Amortisable Bond Premium

A US Holder that purchases a Global Collateralised Medium Term Note for an amount in excess of its nominal amount, or for a Discount Security, its stated redemption price at maturity, may elect to treat the excess as "amortisable bond premium", in which case the amount required to be included in the US Holder's income each year with respect to interest on the Global Collateralised Medium Term Note will be reduced by the amount of amortisable bond premium allocable (based on the Global Collateralised Medium Term Note's yield to maturity) to that year. Any election to amortise bond premium will apply to all bonds (other than bonds, the interest on which is excludable from gross income for US federal income tax purposes) held by the US Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the US Holder, and is irrevocable without the consent of the IRS. See also "*Election to Treat All Interest as Original Issue Discount*" below.

Election to Treat All Interest as Original Issue Discount

A US Holder may elect to include in gross income all interest that accrues on a Global Collateralised Medium Term Note using the constant-yield method described above under "*Original Issue Discount—General*", with certain modifications. For purposes of this election, interest includes stated interest, OID, de minimis OID, market discount, de minimis market discount and unstated interest, as adjusted by any amortisable bond premium (described above under "*Securities Purchased at a Premium*") or acquisition premium. This election will generally apply only to the Global Collateralised Medium Term Note with respect to which it is made and may not be revoked without the consent of the IRS. If the election to apply the constant-yield method to all interest on a Global Collateralised Medium Term Note is made with respect to a Market Discount Security, the electing US Holder will be treated as having made the election discussed above under "*Original Issue Discount—Market Discount*" to include market discount in income currently over the life of all debt instruments with market discount held or thereafter acquired by the US Holder. US Holders should consult their tax advisers concerning the propriety and consequences of this election.

Substitution of Issuer

The terms of the Global Collateralised Medium Term Notes provide that, in certain circumstances, the obligations of the Issuer under the Global Collateralised Medium Term Notes may be assumed by another entity. Any such assumption might be treated for US federal income tax purposes as a deemed disposition of Global Collateralised Medium Term Notes by a US Holder in exchange for new securities issued by the new obligor. As a result of this

deemed disposition, a US Holder could be required to recognise capital gain or loss for US federal income tax purposes equal to the difference, if any, between the issue price of the new securities (as determined for US federal income tax purposes), and the US Holder's tax basis in the Global Collateralised Medium Term Notes. US Holders should consult their tax advisers concerning the US federal income tax consequences to them of a change in obligor with respect to the Global Collateralised Medium Term Notes.

Purchase, Sale and Retirement of Global Collateralised Medium Term Notes

A US Holder's tax basis in a Global Collateralised Medium Term Note will generally be its cost, increased by the amount of any OID or market discount included in the US Holder's income with respect to the Global Collateralised Medium Term Note and the amount, if any, of income attributable to de minimis OID and de minimis market discount included in the US Holder's income with respect to the Security, and reduced by (i) the amount of any payments that are not qualified stated interest payments, and (ii) the amount of any amortisable bond premium applied to reduce interest on the Global Collateralised Medium Term Note.

A US Holder will generally recognise gain or loss on the sale or retirement of a Global Collateralised Medium Term Note equal to the difference between the amount realised on the sale or retirement and the tax basis of the Global Collateralised Medium Term Note. The amount realised does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Except to the extent described above under "*Original Issue Discount—Market Discount*" or "*Original Issue Discount—Short-Term Securities*" or attributable to changes in exchange rates (as discussed below), gain or loss recognised on the sale or retirement of a Global Collateralised Medium Term Note will be capital gain or loss and will be long-term.

Foreign Currency Securities

Interest

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis US Holder will be the US dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into US dollars.

An accrual basis US Holder may determine the amount of income recognised with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a US Holder, the part of the period within the taxable year).

Under the second method, the US Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis US Holder may instead translate the accrued interest into US dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the US Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the US Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Global Collateralised Medium Term Note) denominated in, or determined by reference to, a foreign currency, the US Holder may recognise US source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into US dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into US dollars.

OID

OID for each accrual period on a Discount Security that is denominated in, or determined by reference to, a foreign currency will be determined in the foreign currency and then translated into US dollars in the same manner as stated interest accrued by an accrual basis US Holder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the Discount Security or a sale or disposition of the Discount Security), a US Holder may recognise US source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into US dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into US dollars.

Market Discount

Market discount on a Global Collateralised Medium Term Note that is denominated in, or determined by reference to, a foreign currency will be accrued in the foreign currency. If the US Holder elects to include market discount in income currently, the accrued market discount will be translated into US dollars at the average exchange rate for the accrual period (or portion thereof within the US Holder's taxable year). Upon the receipt of an amount attributable to accrued market discount, the US Holder may recognise US source exchange gain or loss (which will be taxable as ordinary income or loss) determined in the same manner as for accrued interest or OID. A US Holder that does not elect to include market discount in income currently will recognise, upon the disposition or maturity of the Global Collateralised Medium Term Note, the US dollar value of the amount accrued, calculated at the spot rate on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

Bond Premium

Bond premium (including acquisition premium) on a Global Collateralised Medium Term Note that is denominated in, or determined by reference to, a foreign currency will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income in units of the foreign currency. On the date bond premium offsets interest income, a US Holder may recognise US source exchange gain or loss (taxable as ordinary income or loss) equal to the amount offset multiplied by the difference between the spot rate in effect on the date of the offset, and the spot rate in effect on the date the Global Collateralised Medium Term Notes were acquired by the US Holder. A US Holder that does not elect to take bond premium (other than acquisition premium) into account currently will recognise a market loss when the Global Collateralised Medium Term Note matures.

Sale or Retirement

As discussed above under "Purchase, Sale and Retirement of Global Collateralised Medium Term Notes", a US Holder will generally recognise gain or loss on the sale or retirement of a Global Collateralised Medium Term Note equal to the difference between the amount realised on the sale or retirement and its tax basis in the Global Collateralised Medium Term Note. A US Holder's tax basis in a Global Collateralised Medium Term Note that is denominated in a foreign currency will be determined by reference to the US dollar cost of the Global Collateralised Medium Term Note. The US dollar cost of a Global Collateralised Medium Term Note purchased with foreign currency will generally be the US dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of Global Collateralised Medium Term Notes traded on an established securities market, as defined in the applicable Treasury Regulations, that are purchased by a cash basis US Holder (or an accrual basis US Holder that so elects).

The amount realised on a sale or retirement for an amount in foreign currency will be the US dollar value of this amount on the date of sale or retirement, or the settlement date for the sale, in the case of Global Collateralised Medium Term Notes traded on an established securities market, as defined in the applicable Treasury Regulations, sold by a cash basis US Holder (or an accrual basis US Holder that so elects). Such an election by an accrual basis US Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A US Holder will recognise US source exchange rate gain or loss (taxable as ordinary income or loss) on the sale or retirement of a Global Collateralised Medium Term Note equal to the difference, if any, between the US dollar values

of the US Holder's purchase price for the Global Collateralised Medium Term Note (or, if less, the principal amount of the Global Collateralised Medium Term Note) (i) on the date of sale or retirement and (ii) on the date on which the US Holder acquired the Global Collateralised Medium Term Note. Any such exchange rate gain or loss will be realised only to the extent of total gain or loss realised on the sale or retirement (including any exchange gain or loss with respect to the receipt of accrued but unpaid interest).

Disposition of Foreign Currency

Foreign currency received as interest on a Global Collateralised Medium Term Note or on the sale or retirement of a Global Collateralised Medium Term Note will have a tax basis equal to its US dollar value at the time the foreign currency is received. Foreign currency that is purchased will generally have a tax basis equal to the US dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Global Collateralised Medium Term Notes or upon exchange for US dollars) will be US source ordinary income or loss for a US Holder.

Medicare Tax on "Net Investment Income"

Certain US Holders (including individuals, estates and trusts) will be subject to a 3.8% Medicare tax on unearned income. For individuals, the additional Medicare tax applies to the lesser of (i) "net investment income" or (ii) the excess of "modified adjusted gross income" over certain specified amounts. "**Net Investment Income**" generally equals the taxpayer's gross investment income reduced by the deductions that are allocable to such income. Investment income generally includes passive income such as interest, dividends, annuities, royalties, rents and capital gains. United States persons that are holders are urged to consult their own tax advisors regarding the implications of this tax resulting from an investment in a Note.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "*foreign financial institution*" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the UK) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional notes (as described under "*Terms and Conditions—18. Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules might apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of such withholding.

Backup Withholding and Information Reporting

In general, payments of interest and accrued OID on, and the proceeds of a sale, redemption or other disposition of, the Global Collateralised Medium Term Notes, payable to a US Holder by a US paying agent or other US intermediary,

will be reported to the IRS and to the US Holder as may be required under applicable regulations. Backup withholding will apply to these payments if the US Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to report all interest and dividends required to be shown on its US federal income tax returns. Certain US Holders are not subject to backup withholding. US Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Reporting Requirements for Specified Foreign Financial Assets

US Holders that are individuals who, during any taxable year, own "specified foreign financial assets" with an aggregate value in excess of $50,000 will generally be required to file an information report with respect to such assets with their tax returns. "**Specified foreign financial assets**" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stocks and securities issued by non-US persons, (ii) financial instruments and contracts held for investments that have non-US issuers or counterparties and (iii) interests in foreign entities, US Holders that are individuals are urged to consult their tax advisers regarding the application of this legislation to their ownership of the Global Collateralised Medium Term Notes.

Reportable Transactions

A US taxpayer that participates in a "reportable transaction" will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A US Holder may be required to treat a foreign currency exchange loss from the Global Collateralised Medium Term Notes as a reportable transaction if the loss exceeds US$50,000 in a single taxable year, if the US Holder is an individual or trust, or higher amounts for other non-individual US Holders. In the event the acquisition, holding or disposition of Global Collateralised Medium Term Notes constitutes participation in a reportable transaction for purposes of these rules, a US Holder will be required to disclose its investment by filing Form 8886 with the IRS. A penalty in the amount of US$10,000 in the case of a natural person and US$50,000 in all other cases is generally imposed on any taxpayer that fails to timely file an information return with the IRS with respect to a transaction resulting in a loss that is treated as a reportable transaction. Accordingly, if a US Holder realises a loss on any Global Collateralised Medium Term Note (or, possibly, aggregate losses from the Global Collateralised Medium Term Notes) satisfying the monetary thresholds discussed above, the US Holder could be required to file an information return with the IRS, and failure to do so may subject the US Holder to the penalties described above. In addition, the Issuer and its advisers may also be required to disclose the transaction to the IRS, and to maintain a list of US Holders, and to furnish this list and certain other information to the IRS upon written request. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules to the acquisition, holding or disposition of Global Collateralised Medium Term Notes.

CERTAIN CONSIDERATIONS FOR ERISA AND OTHER US EMPLOYEE BENEFIT PLANS

Unless otherwise specified in a supplement to this Base Prospectus and subject to the following discussion, the Global Collateralised Medium Term Notes may be acquired with assets of pension, profit-sharing or other employee benefit plans, as well as individual retirement accounts, Keogh plans and other plans and retirement arrangements, and any entity or account deemed to hold "plan assets" of the foregoing (each, a "**Plan**"). Section 406 of the US Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") and Section 4975 of the US Internal Revenue Code impose certain duties on fiduciaries of a Plan subject to those provisions (each, a "**Benefit Plan Investor**") and prohibits certain transactions with persons that are "parties in interest" under ERISA or "disqualified persons" under the US Internal Revenue Code with respect to such Benefit Plan Investor unless an exemption is available.

A violation of these "prohibited transaction" rules may result in an excise tax or other penalties and liabilities under ERISA and the US Internal Revenue Code for such persons or the fiduciaries of such Benefit Plan Investor. In addition, Title I of ERISA requires fiduciaries of a Benefit Plan Investor subject to ERISA to make investments that are prudent, diversified and in accordance with the governing plan documents. Plans that are US governmental plans (as defined in Section 3(32) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA) are not subject to the fiduciary and prohibited transaction provisions of ERISA or Section 4975 of the US Internal Revenue Code; *however*, such Plans may be subject to similar restrictions under applicable state, local or other law ("**Similar Law**").

An investment in the Global Collateralised Medium Term Notes by or on behalf of a Benefit Plan Investor could give rise to a prohibited transaction under ERISA or the US Internal Revenue Code if the Bank is a party in interest or a disqualified person with respect to such Benefit Plan Investor unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. Certain exemptions from the prohibited transaction rules could be applicable to an investment in the Global Collateralised Medium Term Notes by a Benefit Plan Investor depending upon the type and circumstances of the Plan fiduciary making the decision to acquire such investment and the relationship of the party in interest or disqualified person to the Benefit Plan Investor. Included among these exemptions are: Section 408(b)(17) of ERISA and Section 4975(d)(20) of the US Internal Revenue Code for certain transactions between a Benefit Plan Investor and non-fiduciary service providers to the Benefit Plan Investor where neither the person transacting with the Benefit Plan Investor nor any of its affiliates has or exercises any discretionary authority or control or renders any investment advice with respect to the assets of the Benefit Plan Investor involved in the transaction and provided further that the Benefit Plan Investor pays no more and receives no less than adequate consideration in connection with the transaction; Prohibited Transaction Class Exemption ("**PTCE**") 96-23, regarding transactions effected by "in-house asset managers;" PTCE 95-60, regarding investments by insurance company general accounts; PTCE 91-38, regarding investments by bank collective investment funds; PTCE 90-1, regarding investments by insurance company pooled separate accounts; and PTCE 84-14, regarding transactions effected by "qualified professional asset managers." Even if the conditions specified in one or more of these exemptions are met, the scope of the relief provided by these exemptions might or might not cover all acts that might be construed as prohibited transactions. There can be no assurance that any of these, or any other exemption, will be available with respect to any particular transaction involving the Global Collateralised Medium Term Notes, and prospective investors that are Benefit Plan Investors and other Plans should consult with their legal advisors regarding the applicability of any such exemption and other applicable legal requirements.

Additionally, under ERISA and the US Internal Revenue Code, any person who exercises any discretionary authority or control over the management or administration of such a Benefit Plan Investor or any authority or control over the management or disposition of the assets of such a Benefit Plan Investor, or who renders investment advice for a fee or other compensation to such a Benefit Plan Investor, is generally considered to be a fiduciary of such Benefit Plan Investor. In considering an investment in the Global Collateralised Medium Term Notes (or a beneficial interest therein) of a portion of the assets of any Plan a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the US Internal Revenue Code or any Similar Law relating to a fiduciary's duties including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and Similar Law.

By acquiring a Global Collateralised Medium Term Note (or a beneficial interest therein), each purchaser and transferee (and if the purchaser or transferee is a Plan, its fiduciary) is deemed to represent and warrant that either: (a) it is not acquiring the Global Collateralised Medium Term Note (or a beneficial interest therein) with the assets of a Benefit Plan Investor or other Plan that is subject to Similar Law, or (b) the acquisition and holding of the Global Collateralised Medium Term Note (or a beneficial interest therein) , in the case of a Benefit Plan Investor, will not give rise to a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the US Internal Revenue Code because such purchase and holding satisfies the conditions for relief under an applicable statutory, class or individual prohibited transaction exemption (or to the extent assets of a Plan that is subject to Similar Laws are being used by such purchaser or transferee to acquire and hold the Global Collateralised Medium Term Note (or a beneficial interest therein), such purchase and holding will not constitute or result in a violation of any applicable Similar Laws).

PURCHASE AND SALE

The dealers (the "**Dealers**") party to the Dealer Agreement dated 7 December 2012 (as the same may be amended and/or supplemented and/or restated from time to time, the "**Dealer Agreement**") have agreed with the Issuer and the LLP on a basis upon which such Dealers or any of them may from time to time agree to purchase Global Collateralised Medium Term Notes. Any such agreement for any particular purchase by a Dealer will extend to those matters stated under "*Pro Forma Final Terms of the Global Collateralised Medium Term Notes and Terms and Conditions of the Global Collateralised Medium Term Notes*" above. The Issuer may pay the Dealers commission from time to time in connection with the sale of any Global Collateralised Medium Term Notes. The Dealers are entitled to be released and discharged from their obligations in relation to any agreement to issue and purchase Global Collateralised Medium Term Notes under the Dealer Agreement in certain circumstances prior to payment to the Issuer.

One or more Dealers may purchase Global Collateralised Medium Term Notes, as principal, from the Issuer from time to time for resale to investors and other purchasers at a fixed offering price or, if so specified in the applicable Final Terms, at varying prices relating to prevailing market prices at the time of resale as determined by any Dealer.

A Dealer may sell Global Collateralised Medium Term Notes it has purchased from the Issuer as principal to certain other dealers less a concession equal to all or any portion of the discount received in connection with such purchase. The Dealer may allow, and such dealers may re-allow, a discount to certain other dealers. After the initial offering of Global Collateralised Medium Term Notes, the offering price (in the case of Global Collateralised Medium Term Notes to be resold at a fixed offering price), the concession and the reallowance may be changed.

The Issuer may withdraw, cancel or modify the offering contemplated hereby without notice and may reject offers to purchase Global Collateralised Medium Term Notes in whole or in part.

In connection with the issue of any Class of Global Collateralised Medium Term Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (or persons acting on behalf of any stabilising manager(s)) in the applicable Final Terms may over allot Global Collateralised Medium Term Notes or effect transactions with a view to supporting the price of the Global Collateralised Medium Term Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the stabilising manager(s) (or persons acting on behalf of a stabilising manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Class of Global Collateralised Medium Term Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Class of Global Collateralised Medium Term Notes and 60 days after the date of the allotment of the relevant Class of Global Collateralised Medium Term Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilising manager(s) (or persons acting on behalf of any stabilising manager(s)) in accordance with applicable laws and rules.

These transactions may consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the Global Collateralised Medium Term Notes. If the Dealer creates or the Dealers create, as the case may be, a short position in the Global Collateralised Medium Term Notes, that is, if it sells or they sell Global Collateralised Medium Term Notes in an aggregate principal amount exceeding that set forth in the applicable Final Terms, such Dealer(s) may reduce that short position by purchasing Global Collateralised Medium Term Notes in the open market. In general, purchase of Global Collateralised Medium Term Notes for the purpose of stabilisation or to reduce a short position could cause the price of the Global Collateralised Medium Term Notes to be higher than it might be in the absence of such purchases.

Neither the Issuer nor any of the Dealers makes any representation or prediction as to the direction or magnitude of any effect that the transactions described in the immediately preceding paragraph may have on the price of Global Collateralised Medium Term Notes. In addition, neither the Issuer nor any of the Dealers makes any representation that the Dealers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice.

Under the Dealer Agreement, the Issuer has agreed to indemnify the Dealers against certain liabilities (including liabilities under the Securities Act) or to contribute to payments the Dealers may be required to make in respect thereof in connection with the establishment and any future updates of the Series and the issue of Global Collateralised Medium Term Notes under the Series. The Issuer has also agreed to reimburse the Dealers for certain other expenses in connection with the establishment and any future updates of the Series and the issue of Global Collateralised Medium Term Notes under the Series.

The Issuer and the Dealers may, from time to time, purchase and sell Global Collateralised Medium Term Notes in the secondary market, but they are not obligated to do so, and there can be no assurance that there will be a secondary market for any Class of Global Collateralised Medium Term Notes or liquidity in the secondary market if one develops. Neither the Issuer nor any Dealer currently intends to make a market in any Class of Global Collateralised Medium Term Notes.

The Dealers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer and the Dealers have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. Certain of the Dealers and their respective affiliates have, directly or indirectly, performed investment and commercial banking or financial advisory services for the Issuer for which they have received customary fees and commissions, and they expect to provide these services to the Issuer and its affiliates in the future, for which they also expected to receive customary fees and commissions.

SELLING RESTRICTIONS

Selling Restrictions

Each reference to "Dealer" in this section "Selling Restrictions" shall be deemed to include "Distributor" where the context requires. See also "*General*".

Abu Dhabi Global Market

Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that:

(a) this Base Prospectus relates to an Exempt Offer (for the purposes of section 61(3)(a) of Financial Services and Markets Regulations 2015, as amended ("**FSMR**") and as defined in Rule 4.3.1 of the ADGM Market Rules as amended, issued for the purposes of the FSMR ("**ADGM Market Rules**")), and meets the requirements set out in Rule 4.3.3 of the Market Rules; and

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to Engage in Investment Activity (within the meaning of section 18 (Restrictions on financial promotion) of the FSMR) received by it in connection with the issue or sale of any Notes in circumstances in which section 18(1) of the FSMR does not apply to the Issuer or the Guarantor.

The Dealer may promote the Notes (or appoint a third party to promote the Notes) in the ADGM only to persons falling within paragraph 4(1)(a) (i.e. Authorised Persons or Recognised Bodies, as defined in the FSMR) of schedule 2 (Exempt Communications) of FSMR and not to any other person unless it is possible to do so without breaching the restriction in section 18(1) of FSMR, and the Dealer considers it appropriate to do so in any particular case. The Notes are not intended to be promoted to retail investors in the ADGM, and the Dealer will not do so. Subsequent purchasers of the Notes are informed of this and must ensure (and have the sole responsibility of ensuring) that any subsequent sale of the Notes by them is done in accordance with the rules administered by the ADGM Financial Services Regulatory Authority ("**FSRA**").

The FSRA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The FSRA has not approved this Base Prospectus nor taken steps to verify the information set out in it, and has no responsibility for it.

The Notes may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes should conduct their own due diligence on the Notes.

If you do not understand the contents of this document you should consult an authorized financial adviser.

Australian Investors

The Issuer is regulated as a foreign authorised deposit-taking institution ("**Foreign ADI**") for the purposes of the Banking Act 1959 (Cth) of Australia (the "**Australian Banking Act**"). The depositor protection provisions of Division 2 of Part II of the Australian Banking Act do not apply to the Issuer. The Notes are neither "protected accounts" nor "deposit liabilities" within the meaning of the Australian Banking Act nor are they obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. Notes that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act and issued and transferred in compliance with the terms of the exemption from compliance with section 66 of the Australian Banking Act that is available to the Issuer. Such Notes are issued or transferred in, or into, Australia in parcels of not less than A$500,000 in aggregate principal amount.

The Australian Prudential Regulation Authority does not supervise the Issuer, other than in respect of its Australian branch. Deposits and other funds with Barclays Bank PLC are not covered by the depositor protection provisions in the Banking Act 1959 (Cth). Obligations of the Issuer in respect of the Notes do not represent deposits or other

liabilities of Barclays Bank PLC, Australia branch and Barclays Bank PLC, Australia branch does not guarantee the obligations of the Issuer in respect of the Notes. Investors in the Notes are exposed to investment risk including possible delays in repayment or loss of income and principal invested.

The Australian Securities and Investments Commission ("**ASIC**") has provided certain exemptions to Barclays Bank PLC under paragraph 911A(2)(l) of the Corporations Act 2001 (the "**Corporations Act**") from the requirement to hold an Australian financial services licence ("**AFSL**") in respect of financial services provided to Australian wholesale clients (as defined in the Corporations Act), on the basis that Barclays Bank PLC is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the Financial Conduct Authority ("**FCA**") and the PRA under United Kingdom laws. United Kingdom laws differ from Australian laws. When providing financial services to Australian wholesale clients, Barclays Bank PLC relies on the relevant exemption from the requirement to hold an AFSL. Accordingly, Barclays Bank PLC does not hold an AFSL.

Canada

This Base Prospectus is being provided on a confidential basis in Canada and pertains to the offering of the Notes described in this Base Prospectus only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale, and only by persons permitted to sell such Notes. The offer and sale of the Notes in Canada is being made on a private placement basis only and is exempt from the requirement that the issuer prepares and files a prospectus under applicable Canadian securities laws. This Base Prospectus is not, and under no circumstances is to be construed as, an advertisement or a public offering of the Notes described in this Base Prospectus in Canada. No securities commission or similar authority in Canada has reviewed or in any way passed upon this document or the merits of the Notes described in this Base Prospectus, and any representation to the contrary is an offence. Any resale of Notes acquired by a Canadian investor in this offering must be made in accordance with applicable Canadian securities laws, which resale restrictions may under certain circumstances apply to resales of the Notes outside of Canada.

As applicable, each Canadian investor who purchases the Notes will be deemed to have represented that the investor (i) is purchasing as principal, or is deemed to be purchasing as principal in accordance with applicable Canadian securities laws, for investment only and not with a view to resale or redistribution; (ii) is an "accredited investor" as such term is defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or, in Ontario, as such term is defined in section 73.3(1) of the Securities Act (Ontario); and (iii) is a "permitted client" as such term is defined in section 1.1 of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

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

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("**NI 33-105**") (or section 3A.4 in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction), this Offering is conducted pursuant to any exemption from the requirement that Canadian investors be provided with certain underwriter conflicts of interest disclosure that would otherwise be required pursuant to subsection 2.1(1) of NI 33-105.

Dubai International Financial Centre

The Notes will not be issued pursuant to the Programme to any person in the Dubai International Financial Centre unless such offer:

(a) is an 'Exempt Offer' of Notes in accordance with the Markets Rules of the Dubai Financial Services Authority (the "**DFSA**") Rulebook (as amended), issued for the purposes of DIFC Law No.1 of 2012 ("**DIFC Markets Rules**"); and

(b) falls (in whole) within at least one of the circumstances specified in Rule 2.3.1 of the DIFC Market Rules.

The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this document nor taken steps to verify the information set out in it, and has no responsibility for it.

The Notes may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes should conduct their own due diligence on the Notes.

If you do not understand the contents of this document you should consult an authorized financial adviser.

France

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has only offered or sold and will only offer or sell, directly or indirectly, Notes in France to qualified investors (*investisseurs qualifiés*) as referred to in Article L.411-2 1° of the French *Code monétaire et financier* and defined in Article 2(e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended, and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France to such qualified investors this Base Prospectus, any Final Terms or any other offering material relating to the Notes.

Hong Kong

No advertisement, invitation or document relating to the Notes may be issued, or may be in the possession of any person for the purpose of issue, (in each case whether in Hong Kong or elsewhere), if such advertisement, invitation or document is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside of Hong Kong or only to 'professional investors' within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong, the "**SFO**") and any rules made thereunder. In addition, in respect of Notes which are not a 'structured product' as defined in the SFO, the Notes may not be offered or sold in Hong Kong by means of any document other than (i) to 'professional investors' within the meaning of the SFO and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a 'prospectus' within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32, Laws of Hong Kong, the "**CO**") or which do not constitute an offer to the public within the meaning of the CO.

Each Dealer has represented and agreed that:

(1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the "**SFO**") other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Ireland

Each Dealer has represented, warranted and agreed that (and each further Dealer appointed under the Programme and each Distributor appointed to distribute any specific Tranche of Notes in Ireland will be required to represent, warrant and agree that) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

(a) Regulations (EU) 2017/1129, Commission Delegated Regulation (EU) 2019/980, Commission Delegated Regulation (EU) 2019/979, European Union (Prospectus) Regulations 2019 (S.I. No. 380 of 2019), and any Central Bank of Ireland rules issued and / or in force pursuant to section 1363 of the Irish Companies Act 2014 as amended;

(b) the Irish Companies Act 2014 (as amended);

(c) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland;

(d) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank of Ireland rules issued and / or in force pursuant to section 1370 of the Irish Companies Act 2014 (as amended);

(e) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products; and

(f) the Central Bank Acts 1942 to 2019 (as amended) and any codes of conduct rules made under section 117(1) of the Central Bank Act 1989.

Italy

In addition to the requirements set out under '*Public offer selling restrictions under the EU Prospectus Regulation*', any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Services Act**"), CONSOB Regulation 15 February 2018, No. 20307 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Italian Banking Act**");

(b) in compliance with Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy which have been issued on 25 August 2015 and came into force on 1 October 2016, as amended from time to time, pursuant to which the Bank of Italy requests periodic information on the issue or the offer of securities in the Republic of Italy to be provided by uploading such information on the Infostat platform of the Bank of Italy; and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Please note that in accordance with Article 100–*bis* of the Italian Financial Services Act, where no exemption from the rules on public offerings applies, Notes which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are continuously (*sistematicamente*) distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instruments and Exchange Law**"). Accordingly, each Dealer has represented and agreed that, and each further Dealer appointed under the Programme and each Distributor appointed to distribute any specific Tranche of Notes in Japan will be required to represent and agree it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan, except in circumstances which will result in compliance with the Financial Instruments and Exchange Law and all applicable other laws, regulations and ministerial guidelines in Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Kingdom of Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Saudi Arabian Capital Market Authority ("**CMA**"). The CMA does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the Notes offered hereby should conduct their own due diligence on the accuracy of the information relating to the Notes. If you do not understand the contents of this document you should consult an authorised financial adviser.

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Notes in the Kingdom of Saudi Arabia. The Notes will only be initially offered and sold in the Kingdom of Saudi Arabia, following a notification to the CMA, through an entity authorised by the CMA ("**Capital Market Institution**") in accordance with the Rules on the Offer of Securities and Continuing Obligations as issued by the board of the CMA pursuant to resolution number 3-123-2017 dated 27 December 2017 as amended by resolution number 8-5-2023 dated 18 January 2023 (the "**CMA Regulations**").

The offer of the Notes will only be by way of limited offer under Article 9 of the CMA Regulations: (a) not more than 100 persons who are investors in the Kingdom of Saudi Arabia or who are Saudi persons ("**Saudi Investors**") (excluding investors under the categories of Institutional and Qualified Clients, as defined below); and (b) where the amount payable per Saudi Investor does not exceed Saudi Riyals ("**SAR**") 200 thousand or an equivalent amount.

Investors are informed that Article 14 of the CMA Regulations restricts secondary market activity with respect to the Notes. Any Saudi Investor or Institutional and Qualified Clients who has acquired Notes may not offer or sell such Notes to any person unless the offer or sale is made through an Capital Market Institution appropriately licensed by the CMA and either: (a) the Notes are offered or sold to an investor under the categories of Institutional and Qualified Clients; (b) the price to be paid for the Notes in any one transaction does not exceed SAR 200 thousand or an equivalent amount; or (c) the Notes are being offered or sold in such other circumstances as the CMA may prescribe for these purposes.

Mainland China

The Notes may not be offered or sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly (i) by means of any advertisement, invitation, document or activity which is directed at, or the contents of which are likely to be accessed or read by, the public in the PRC, for the purpose of the Base Prospectus, excluding Hong Kong, Taiwan and Macau ("**Mainland China**") or (ii) to any person within Mainland China other than:

(a) to a qualified investor pursuant to the relevant rules and regulations issued by the financial regulatory authorities and foreign exchange authority in Mainland China from time to time; or

(b) otherwise permitted by and in full compliance with the relevant laws and regulations of Mainland China, including but not limited to the Securities Law of the PRC, the Company Law of the PRC, the Futures and Derivatives Law of the PRC, the applicable rules and regulations in respect of any free trade pilot zone in

Mainland China and/or the Guangdong-Hong Kong-Macau Greater Bay Area, and/or the applicable administrative rules governing derivatives activities of financial institutions of Mainland China (as amended from time to time).

The Issuer does not represent that the Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in Mainland China, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Neither the Base Prospectus nor any material or information contained or incorporated by reference therein relating to the Programme, which has not been and will not be submitted to or approved/verified by or registered with the China Securities Regulatory Commission or other relevant governmental authorities in Mainland China, constitutes an offer or solicitation of an offer to subscribe, purchase or sell the Notes in Mainland China or may be supplied to the public in Mainland China or used in connection with any offer for the subscription, purchase or sale of the Notes other than in compliance with the aforesaid in Mainland China.

Mexico

The Notes have not been, and will not be, registered with the National Securities Registry (*Registro Nacional de Valores*) maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*) and, therefore, the Notes may not be publicly offered or sold in Mexico, except that the Notes may be offered and sold in Mexico to investors that qualify as institutional or accredited investors pursuant to the private placement exception set forth in Article 8 of the Mexican Securities Market Law and regulations thereunder.

New Zealand

This Base Prospectus and the information contained in or accompanying this Base Prospectus are not, and are under no circumstances to be construed as, an offer of financial products for issue requiring disclosure to an investor under Part 3 of the Financial Markets Conduct Act 2013 (the "**FMCA**"). This Base Prospectus and the information contained in or accompanying this Base Prospectus have not been registered, filed with or approved by any New Zealand regulatory authority or under or in accordance with the FMCA. This Base Prospectus and the information contained in or accompanying this Base Prospectus are not a product disclosure statement or similar offering or disclosure document under New Zealand law and do not contain all the information that a product disclosure statement is required to contain under New Zealand law. Any offer or sale of any Notes described in this Base Prospectus and any accompanying materials in New Zealand will be made only in accordance with the FMCA to "**wholesale investors**" as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the FMCA being persons who are:

(a) an investment business as defined in clause 37 of Schedule 1 of the FMCA; or

(b) "large" as defined in clause 39 of Schedule 1 of the FMCA; or

(c) a government agency as defined in clause 40 of Schedule 1 of the FMCA; or

(d) in other circumstances where there is no contravention of the FMCA (or any statutory modification or re-enactment of, or statutory substitution for, the FMCA)

provided that, for the avoidance of doubt, the Notes may not be directly or indirectly offered, sold or delivered to, among others, any "eligible investors" (as defined in clause 41 of Schedule 1 to the FMCA) or to any person who, under clause 3(2)(b) of Schedule 1 to the FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

In addition, no person may distribute any offering material or advertisement (as defined in the FMCA) in relation to any offer of Notes in New Zealand other than to such permitted persons as referred to in the paragraph above.

Norway

For selling restrictions in respect of Norway, please see "*Public offer selling restrictions under the EU Prospectus Regulation*".

This Base Prospectus has not been filed with or approved by the Norwegian Financial Supervisory Authority, the Oslo Stock Exchange or the Norwegian Registry of Business Enterprises. Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that no offer will be made to the public in Norway unless it is in compliance with the Norwegian Securities Trading Act of 29 June 2007 no. 75 (as amended or replaced from time to time) (Nw. verdipapirhandelloven) and any other applicable Norwegian legislation.

Further, the Notes have not been registered with the Norwegian Central Securities Depositary (the "**VPS**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold, and will not offer or sell, directly or indirectly, Notes denominated in Norwegian Kroner within Norway or in any other circumstance which would require the Notes to be registered with the VPS pursuant to Norwegian law and regulations, including the Norwegian Registration of Financial Instruments Act of 15 March 2019 no. 64 (as amended or replaced from time to time, the "**CSD Act**") (*Nw. verdipapirsentralloven*) are complied with, including, but not limited to, the requirement to register such Securities in a licensed central securities depository in accordance with the CSD Act.

In addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will comply with all laws, regulations and guidelines applicable to the offering of Notes within Norway or to or for the account or benefit of persons domiciled in Norway.

Poland

In addition to the requirements set out under the "*Public offer selling restrictions under the EU Prospectus Regulation*", recipients of this document or any related documents, including but not limited to other offering materials, should be aware that neither this document nor any related documents have been approved by the Financial Supervision Commission in the Republic of Poland (the "**FSC**") and the FSC has not received notification from any other competent authority in the European Union concerning the approval of the Document together with a copy of the approved document and translation of its summary section. This document and any related documents, including offers or sales of the Notes, may not be distributed in the Republic of Poland, unless the Notes are publicly offered within the meaning of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, only:

(a) to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation) in a period not longer than 12 consecutive months; or

(c) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation.

Public offer selling restrictions under the EU Prospectus Regulation

Prohibition of sales to EEA Retail Investors: Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each Distributor appointed to distribute any specific Tranche of Notes in the European Economic Area will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive (EU) 2016/97, 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 the EU Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Base Prospectus and any other document or material (without limitation, including the relevant Final Terms) in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA), pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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

(a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Spain

In addition to the "*Public offer selling restrictions under the EU Prospectus Regulation*":

Neither the Notes nor this Base Prospectus have been approved or registered with the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Notes may not be publicly offered or sold to investors in Spain, except in circumstances which do not constitute a public offering (*oferta pública*) of securities within the meaning of articles 34 and 35 of the Royal Legislative Decree 4/2015 of 23 October of the Securities Market Act (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Mercado de Valores*) and Article 38 of the Royal Decree 1310/2005, of 4 November, partially developing Act 24/1988, of 28 July on admission to trading of securities in official secondary markets, public offerings and prospectus (*Real Decreto 1310/2005, de 4 de noviembre, por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, del Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*) as further amended, supplemented and restated along with any other related legal provisions or regulations that may be in force from time to time.

South Africa

No South African resident and/or its offshore subsidiaries may, without such person obtaining the prior written approval of the Financial Surveillance Department of the South African Reserve Bank (the "**Exchange Control Authorities**"), subscribe for or purchase any Notes or beneficially hold or own any Security; provided that qualifying South African institutional investors with sufficient foreign portfolio capacity may, without the prior written approval of the Exchange Control Authorities, utilise their pre-approved prudential offshore allowances to subscribe for or purchase any Notes.

Each Dealer has severally represented and agreed with the Issuer that it will not solicit any offers for subscription for or sale of any of the Notes, and will itself not sell any of the Notes, in South Africa, except in accordance with the South African Companies Act, 2008 (the "**South African Companies Act**"), the South African Banks Act 1990, the Exchange Control Regulations, 1961 and/or any other applicable laws and regulations of South Africa in force from time to time and it will not make an "offer to the public" (as such expression is defined in the South African Companies Act and which expression includes any section of the public) of any of the Notes (whether for subscription, purchase or sale) in South Africa. Accordingly, this Base Prospectus does not, nor is it intended to, constitute a "registered prospectus" (as defined in the South African Companies Act) prepared and registered under the South African Companies Act or an offer or invitation to the public. Information made available in this Base Prospectus should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

Offers for subscription for, or sale of, the Notes are not deemed to be offers to the public if:

(a) made only to certain investors contemplated in section 96(1)(a) of the South African Companies Act; or

(b) the total contemplated acquisition cost of Notes, for any single addressee acting as principal, is equal to or greater than ZAR1,000,000 (one million Rand), or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

State of Kuwait

This Base Prospectus is not for circulation to the public nor for private investors in the State of Kuwait. The Notes have not been licensed for offering in the State of Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The offering of the Notes in the State of Kuwait on the basis of a private placement or public offering is, therefore, restricted in accordance with Law No. 7 of 2010 and the by-laws thereto (as amended). No private or public offering of the Notes is being made in the State of Kuwait, and no agreement relating to the sale of the Notes will be concluded in the State of Kuwait. No placement agent or subscription agent is or will be appointed with respect to Notes in Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the Notes in the State of Kuwait.

State of Qatar

All applications for an investment in the Notes should be received, and any allotments made, outside the State of Qatar. The Notes have not been offered, sold or delivered, and will not be offered sold or delivered at any time, directly or indirectly, in the State of Qatar (including the Qatar Financial Centre) except (a) in compliance with all applicable

laws and regulations of the State of Qatar (including the Qatar Financial Centre) and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in the State of Qatar (or the Qatar Financial Centre). In no circumstances shall the Notes be offered in a manner that would constitute a public offering and this Base Prospectus is not intended to constitute an offer, sale or delivery of units in a collective investment scheme or other securities under the laws of the State of Qatar including the rules and regulations of the Qatar Financial Centre Authority ("**QFCA**") or the Qatar Financial Centre Regulatory Authority ("**QFCRA**") or equivalent laws and regulations of the Qatar Financial Markets Authority ("**QFMA**") and the Qatar Central Bank ("**QCB**"). Therefore, this Base Prospectus is strictly private and confidential and is being issued to less than two hundred qualified investors in the State of Qatar who are willing and able to conduct an independent review of the risks involved in an investment of this nature. It may not be reproduced or used for any other purpose nor provided to any other person other than the recipient thereof. The Notes are not and will not be traded on the Qatar Stock Exchange. The Notes do not constitute debt financing in the State of Qatar (including the Qatar Financial Centre) under the Commercial Companies Law No. (11) of 2015 or otherwise under the laws of the State of Qatar (including the regulations of the QFC). This Base Prospectus and the Notes have not been registered in the State of Qatar (including the Qatar Financial Centre) and this Base Prospectus and the Notes have not been reviewed or approved by the QFCA, the QFCRA, the QFMA or the QCB and are not otherwise authorised or licensed for distribution in the State of Qatar or the Qatar Financial Centre ("**QFC**"). The information contained in this Base Prospectus does not, and is not intended to, constitute a public or general offer or other invitation in respect of units in a collective investment scheme or other securities in the State of Qatar or the QFC and is only intended for specific recipients, in compliance with the foregoing.

Switzerland

The Notes constitute structured products within the meaning of FinSA and the Notes and any Final Terms and marketing material in relation thereto may only be offered, directly or indirectly, in Switzerland in accordance with FinSA. None of the Notes constitute a participation in a collective investment scheme within the meaning of the 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.

If and to the extent the Notes will be publicly offered, directly or indirectly, in Switzerland in the meaning of the FinSA, or if the Notes were admitted to trading on SIX Swiss Exchange or another Swiss trading venue, the relevant Final Terms pertaining to the Notes have to be registered with SIX Exchange Regulation in its in its capacity as Swiss Prospectus Office pursuant to FinSA. Furthermore, the Notes may only be offered to Retail Clients (as defined below) in Switzerland if a FinSA-KID or a key information document pursuant to the PRIIPs Regulation, has been prepared and provided to the relevant Retail Client. If the Notes may only be offered to Retail Clients in the context of asset management mandates, such obligation to provide a FinSA-KID or a PRIIPs-KID would not apply.

As regards FinSA Exempt Notes, neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland, unless the requirements of FinSA for such public distribution are complied with. FinSA Exempt Notes may only be offered, sold or advertised, directly or indirectly, in Switzerland if the Notes (a.) are addressed solely at investors classified as Professional or Institutional Clients; (b.) are addressed at fewer than 500 Retail Clients; (c.) are addressed at investors acquiring securities to the value of at least CHF 100,000; (d.) have a minimum denomination per unit of CHF 100,000; or (e.) do not exceed a total value of CHF 8 million over a 12-month period. All clients other than professional clients (*professionelle Kunden*) and institutional clients (*institutionelle Kunden*), as defined in Article 4 para. 3, 4 and 5 and Article 5 para. 1 and 2 FinSA ("**Professional or Institutional Clients**"), are retail clients ("**Retail Clients**"). Professional or Institutional Clients include: (a) financial intermediaries regulated pursuant to the Swiss Federal Banking Act of 8 November 1934, the Swiss Federal Financial Institutions Act of 15 June 2018 ("**FinIA**") or the CISA; (b) regulated insurance undertakings pursuant to the Swiss Federal Insurance Supervision Act of 17 December 2004; (c) foreign financial intermediaries or insurance undertakings subject to a similar prudential supervision as the financial intermediaries or insurance undertakings pursuant to (a) and (b); (d) central banks; (e) public entities with professional treasury operations; (f) pension funds and occupational pension schemes with professional treasury operations; (g) undertakings with professional treasury operations; (h) large companies that exceed two of the following thresholds: (i) a balance sheet total of CHF 20 million, (ii) turnover of CHF 40 million,

and/or (iii) own capital of CHF 2 million; (i) private investment structures for high-net worth individuals with professional treasury operations; and (j) Opting-out Clients.

An "**Opting-out Client**" (*vermögende Privatkundinnen und -kunden*) is a Retail Client who confirms (i) that, based on the education/professional experience or based on comparable experience in the financial sector, he/she/it has the necessary knowledge to understand the risks resulting from an investment in the Notes and who owns, directly or indirectly, eligible financial assets of at least CHF 500,000, or (ii) that he/she/it owns, directly or indirectly, eligible financial assets of at least CHF 2 million.

The Netherlands

For selling restrictions in respect of the Netherlands, please see "*Public offer selling restrictions under the EU Prospectus Regulation*". In addition thereto, and taking into account the interpretation of the term 'public' in The Netherlands, the following applies:

(a) **Regulatory capacity to offer Notes in the Netherlands**: Each Dealer under the Programme, and each further Dealer appointed under the Programme, that did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in the Netherlands has represented and agreed or, in the case of further Dealers, will be required to represent and agree with the Issuer that it has not offered or sold and will not offer or sell any of the Notes of the Issuer in the Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity and all required licences to make such offers or sales.

(b) **Advertising and sales**: The Dealers will abide by client and consumer protection laws on advertisements and information provision when advertising and providing other services related to the Notes. This includes requirements applicable to investment firms on the basis of Article 4:19 and 4:20 FSA and Article 44 Delegated Regulation 2017/565, as well as the requirements contained in Act on unfair trading practices (*Wet Oneerlijke Handelspraktijken;* Article 6:193a and further Dutch Civil Code) and the Act on the enforcement of consumer protection (*Wet handhaving consumentenbescherming*).

(c) **Compliance with Dutch Savings Certificate Act**: In addition and without prejudice to the relevant restrictions set out under '*Public offer selling restrictions under the EU Prospectus Regulation*' above taking into account the interpretation of the term "public" in the Netherlands, Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member firm of Euronext Amsterdam N.V., admitted in a function on one or more markets or systems held or operated by Euronext Amsterdam N.V., in accordance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended).

No such mediation is required in respect of: (i) the transfer and acceptance of rights representing an interest in a Zero Coupon Security in global form; (ii) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof; (iii) the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession; or (iv) the transfer and acceptance of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Security in global form) of any particular Series or Tranche of Notes are issued outside the Netherlands and are not distributed into the Netherlands in the course of initial distribution or immediately thereafter. In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with.

As used herein "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

United Arab Emirates (excluding the Dubai International Financial Centre and the Abu Dhabi Global Market)

This Base Prospectus, and the information contained herein, does not constitute, and is not intended to constitute, an offer of securities for public subscription in the United Arab Emirates (the "**UAE**") in accordance with the commercial companies law, Federal Decree-Law No. 32 of 2021 (as amended), SCA Resolution No. 9 R.M. of 2016 Concerning the Regulation of Mutual Funds (as amended), SCA Resolution No. 11 R.M. of 2016 Concerning the Regulation of Offering and Issuing Shares in Public Joint-Stock Companies (as amended) or SCA Resolution No. 3 R.M. of 2017 Concerning the Organisation of Promotion and Introductions (together, the "SCA Resolutions") or otherwise, and accordingly should not be construed as such.

The Notes have not been approved by or licensed or registered with the UAE Central Bank, the UAE Notes and Commodities Authority (the "**SCA**"), the Dubai Financial Services Authority, the Financial Services Regulatory Authority or any other relevant licensing authorities or governmental agencies in the UAE. The Notes to be issued under this Base Prospectus have not been and will not be offered, sold or publicly promoted or advertised in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of securities. Accordingly, the Notes may not be offered to the public in the UAE (including the Dubai International Financial Centre and the Abu Dhabi Global Market).

The Notes are only being offered to a limited number of institutional and individual investors in the UAE: (1) who fall within the exceptions to the SCA Resolutions and who qualify as Qualified Investors as defined under the SCA Resolutions; (2) upon their request and confirmation that they understand that the Notes have not been approved or licensed by or registered with the UAE Central Bank, the SCA, the Dubai Financial Services Authority, the Financial Services Regulatory Authority or any other relevant licensing authorities or governmental agencies in the UAE; and (3) must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose.

United Kingdom

Prohibition of sales to UK Retail Investors: Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each Distributor appointed to distribute any specific Tranche of Notes in the United Kingdom will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"); or

  (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 UK domestic law by virtue of the EUWA; or

  (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Other regulatory restrictions: Each Dealer has represented and agreed, and each further Dealer appointed under this Programme and each Distributor appointed to distribute any specific Tranche of Notes in the United Kingdom will be required to represent and agree, that:

(c) *Financial Promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer; and

(d) *General Compliance*: it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

United States of America

U.S. tax selling restrictions

Notes issued in bearer form for U.S. tax purposes ("**Bearer Instruments**") may not be offered, sold or delivered within the United States or its possessions or to a United States person except as permitted under U.S. Treasury Regulation section 1.163–5(c)(2)(i)(D) (the "**D Rules**").

Each of the Issuer and the Dealer has represented and agreed (and each additional Dealer named in a set of Final Terms will be required to represent and agree) that in addition to the relevant U.S. Notes Selling Restrictions set out below:

(a) except to the extent permitted under the D Rules, (x) it has not offered or sold, and during the restricted period it will not offer or sell, Bearer Instruments to a person who is within the United States or its possessions or to a United States person and (y) such Dealer has not delivered and agrees that it will not deliver within the United States or its possessions definitive Bearer Instruments that will be sold during the restricted period;

(b) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Instruments are aware that Bearer Instruments may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person (except to the extent permitted under the D Rules);

(c) if it is a United States person, it is acquiring the Bearer Instruments for purposes of resale in connection with their original issuance, and, if it retains Bearer Instruments for its own account, it will do so in accordance with the requirements of the D Rules;

(d) with respect to each Affiliate or distributor that acquires Bearer Instruments from a Dealer for the purpose of offering or selling such Bearer Instruments during the restricted period, the Dealer either repeats and confirms the representations and agreements contained in sub-clauses (a), (b) and (c) above on such Affiliate's or distributor's behalf or agrees that it will obtain from such Affiliate or distributor for the benefit of each Issuer and Dealer the representations and agreements contained in such sub-clauses; and

(e) it has not entered into and agrees that it will not enter into any written contract (other than confirmation or other notice of the transaction) pursuant to which any other party to the contract (other than one of its Affiliates or another Dealer) has offered or sold, or during the restricted period will offer or sell, any Bearer Instruments except where pursuant to the contract the relevant Dealer has obtained or will obtain from that party, for the benefit of each Issuer and Dealer, the representations contained in, and that party's agreement to comply with, the provisions of sub-clauses (a), (b), (c) and (d).

In addition, to the extent that the Final Terms relating to Bearer Instruments specifies that the Notes are subject to U.S. Treasury Regulation section 1.163-5(c)(2)(i)(C) (the "**C Rules**"), the Bearer Instruments are subject to U.S. tax

law requirements and may not be offered, sold or delivered within the United States or its possessions. Each Dealer has represented and agreed (and each additional Dealer named in a set of Final Terms will be required to represent and agree) that it will not offer, sell or deliver any Bearer Instruments within the United States.

Terms used in this section have the meanings given to them by the Code and the regulations thereunder, including the D Rules.

U.S. persons

The Issuer makes no representation regarding the characterisation of the Notes for U.S. federal income tax purposes. The Notes may not be a suitable investment for U.S. persons and other persons subject to net income taxation in the United States.

U.S. Notes selling restrictions

Notes

The Notes have not been and will not, at any time, be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act and applicable state securities laws. Terms used in this section (U.S. Notes selling restrictions) shall, unless the context otherwise requires, have the meanings given to them by Regulation S.

Each Dealer has represented and agreed (and each further Dealer named in the Final Terms will be required to represent and agree) that it has not and will not offer or sell Notes (i) as part of its distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution of an identifiable tranche of which such Notes are part, as determined and certified to the Agent by such Dealer, within the United States or to, or for the account or benefit of, U.S. persons, except, in certain cases, to persons who are both QIBs and QPs in reliance on Rule 144A, and it will have sent to each Dealer, Distributor or dealer to which it sells Notes during the Distribution Compliance Period (other than in resales pursuant to Rule 144A) a confirmation or other notice setting out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S. No such Dealer, its Affiliates, or any persons acting on its or their behalf, has engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Notes, and such Dealer, its Affiliates and all persons acting on its or their behalf have complied and will comply with any applicable offering restrictions requirement of Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Dealer Agreement provides that a Dealer may directly or through its U.S. broker-dealer Affiliates arrange for the offer and resale of Registered Notes within the United States to persons who are both QIBs and QPs only in reliance on Rule 144A.

In addition, until 40 calendar days after the completion of the distribution of any identifiable tranche of which such Notes are part, any offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering of such tranche of Notes) may violate the registration requirements of the Securities Act.

Each issue of Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the Final Terms.

General

These selling restrictions may be modified by the agreement of the Issuer, the relevant Dealer and/or the relevant Distributor, including following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No action has been taken by the Issuer or the relevant Dealer in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will comply with all relevant laws, regulations and directives, and obtain all relevant consents, approvals or permissions, in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms, and the Issuer shall have no responsibility therefor.

Each reference to "Dealer" in this section "Selling Restrictions" shall be deemed to include "Distributor" where the context requires, and all representations and agreements made by each Dealer in this section "Selling Restrictions" shall be deemed to be made by each Distributor.

GENERAL INFORMATION

Authorisation and Consents

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of each Global Collateralised Medium Term Notes. The establishment and update of the Series was duly authorised by resolutions of an authorised committee of the Board of Directors of the Issuer on 4 December 2012.

Significant Change Statement

There has been no significant change in the financial performance or financial position of the Bank or the Barclays Bank Group since 30 June 2024.

Material Adverse Change Statement

There has been no material adverse change in the prospects of the Bank or the Barclays Bank Group since 31 December 2023.

Legal Proceedings

Save as disclosed in the 'Legal Proceedings' section above, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Bank is aware) during the 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of the Bank and/or the Barclays Bank Group.

Legal Entity Identifier

The Legal Entity Identifier (LEI) of the Bank is G5GSEF7VJP5I7OUK5573.

Auditors

The annual consolidated and unconsolidated financial statements of the Bank for the two most recently ended financial years have been audited without qualification by KPMG LLP of 15 Canada Square, London E14 5GL, United Kingdom, chartered accountants and registered auditors (authorised and regulated by the Financial Services Authority for designated investment business), who are members of the Institute of Chartered Accountants of England and Wales.

Related Parties

In the ordinary course of business, the Issuer participates in transactions with parent and fellow subsidiary companies. Such transactions are disclosed in the consolidated audited financial statements of Barclays PLC, which are publicly available and incorporated by reference into this Base Prospectus.

Use of Proceeds

The gross proceeds from each issue of Global Collateralised Medium Term Notes will be used by the Issuer to make advances to the LLP. The LLP will utilise the proceeds of each such advance to enter into transactions under one or more Repurchase Agreements with Barclays Bank PLC, BCSL and such other sellers as may be appointed from time to time, as sellers thereunder, pursuant to which the LLP will purchase various Eligible Securities from the applicable Seller, subject to such Seller's obligation to repurchase such Eligible Securities on the Repurchase Date for the related Class. The current Sellers are Barclays Bank PLC, Barclays Capital Inc., and Barclays Capital Securities Ltd. The Issuer does not intend to appoint any additional Sellers that are not members of the Barclays Bank Group.

Base Prospectus

This Base Prospectus may be used for a period of one year from its date for the listing and admission to trading of Classes of Global Collateralised Medium Term Notes. A revised Base Prospectus will be prepared in connection with the listing of any Class of Global Collateralised Medium Term Notes issued after such period.

If at any time the Issuer shall be required to prepare a supplement to the Base Prospectus pursuant to the provisions of Article 16(1) of the Prospectus Regulation and relevant implementing measures in Ireland, it will prepare and make available a supplement to this Base Prospectus or a further base prospectus which, in respect of any subsequent issue of Global Collateralised Medium Term Notes to be admitted to trading on the Regulated Market of Euronext Dublin, or of any other Relevant Stock Exchange shall constitute a base prospectus as required by the Central Bank.

Listing

Any Class of Global Collateralised Medium Term Notes may be admitted to listing and trading on Euronext Dublin or any other Relevant Stock Exchange as set out in the applicable Final Terms.

Unlisted Notes may also be issued under the Series.

Relevant Clearing Systems

The Global Collateralised Medium Term Notes issued under the Series may be accepted for clearance through Euroclear and Clearstream, DTC and any other Relevant Clearing System as set out in the applicable Final Terms. The appropriate common code for each Class allocated by Euroclear, Clearstream or CINS or CUSIP number allocated by DTC will be set out in the applicable Final Terms, together with the International Securities Identification Number (the "**ISIN**") for that Class. If the Global Collateralised Medium Term Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be set out in the applicable Final Terms. 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 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 the applicable Final Terms.

Documents available

For the life of the Base Prospectus, copies of the following documents, in physical form, may, when available, be inspected during usual business hours on a weekday (Saturdays, Sundays and public holidays excepted) and shall be available for collection free of charge at the registered office of the Issuer and at the specified office of the Issue and Paying Agent:

(a) the constitutional documents of the Issuer and the LLP;

(b) the LLP Undertakings;

(c) the documents set out in the "Information Incorporated by Reference" section of the Base Prospectus.

These documents are available at: https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/#gcmtnprogramme.

Conditions for Determining Price

The price and amount of Global Collateralised Medium Term Notes to be issued under the Series will be determined by the Issuer and the Administrator 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 Global Collateralised Medium Term Notes in the form of Daily Noteholder Allocation Reports. Please see the section entitled "*Description of the Noteholder Allocation Reports*" and the sub-section entitled "*Documents Available*" above in respect of the availability of such reports.

Listing Agent Statement

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Global Collateralised Medium Term Notes and is not itself seeking admission of the Global Collateralised Medium Term Notes to the Official List of Euronext Dublin or to trading on its regulated market for the purposes of the Prospectus Regulation.

INDEX OF DEFINED TERMS

INDEX TO FINANCIAL STATEMENTS

Barclays CCP Funding LLP

REGISTERED NUMBER IN ENGLAND AND WALES: OC359024

BARCLAYS CCP FUNDING LLP

Members' Annual Report and Financial Statements
For the year ended 31 December 2022

Index

Barclays CCP Funding LLP
Members' Annual Report
For the year ended 31 December 2022

Barclays Bank PLC and Barclays Shea Limited (each a 'Member' or together the 'Members') present their Annual Report together with the audited financial statements of Barclays CCP Funding LLP (the 'Partnership' or 'LLP') for the year ended 31 December 2022.

Results

During the year ended 31 December 2022 the Partnership made a profit of $23 (2021: Profit $201). The Partnership has net assets of $10,004,981 (2021: $10,004,935).

Post Balance sheet events

There has not been any item, transaction or event of a material and unusual nature likely, in the opinion of the Directors, to significantly affect the operations of the Company, the result of those operations, or the state of affairs, in future financial years.

Members

The Partnership was formed under a limited liability partnership deed (the 'LLP Deed') entered into on 18 November 2010 between:

1) Barclays Bank PLC; and
2) Barclays Shea Limited

The Members act as the Designated Members of the Partnership. In accordance with the terms of the LLP Deed, the Partnership is managed by a LLP Management Committee which is comprised of individual representatives of Barclays Bank PLC, as follows:

Andrew Diplock
Romain Leconte (Resigned on 22nd November 2022)
Mark Richter
David Skingle
Richard Strudwick
Emma Ward

and of individual representatives of Barclays Shea Limited as follows:

Andrew Diplock
Mark Newton (Resigned 28 June 2022)
David Skingle
Richard Strudwick
Emma Ward
Paivi Helena Whitaker
Peter Joyce (Appointed on 28th June 2022)

Going concern

After reviewing the Partnership's business activities, financial position, performance projections and available banking facilities, for at least the next 12 months from the date of signing these financial statements the Partnership may be reliant on Barclays Bank PLC to meet its liabilities as they fall due for that period. Barclays Bank PLC has indicated its intention to continue to make available funds as needed by the Partnership for the period covered by the projection. Therefore, the Members are satisfied that the LLP has adequate access to resources to enable it to meet its obligations and to continue in operational existence for the foreseeable future.

As with any LLP placing reliance on other group entities for financial support, the members acknowledge that there can be no certainty that this support will continue although, at the date of approval of these financial statements, they have no reason to believe that it will not do so. It should also be noted that the dual recourse nature of the notes the LLP supports, via the LLP Undertaking, means that Barclays Bank PLC has an explicit payment obligation as the Issuer of the notes. Based on these indications, the members have adopted the going concern basis in preparing these financial statements.

Statement of members' responsibilities in respect of the financial statements

The members are responsible for preparing the Members' Annual Report and the financial statements in accordance with applicable law and regulations.

The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 require the members to prepare financial statements for each financial year. Under that law the members have elected to prepare the financial statements in accordance with UK-adopted international accounting standards and applicable law.

Under Regulation 8 of the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 the members must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the LLP and of its profit or loss for that period. In preparing these financial statements, the members are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether they have been prepared in accordance with UK-adopted international accounting standards.
- assess the LLP's ability to continue as a going concern, disclosing, as applicable, matters related to going concern; and
- use the going concern basis of accounting unless they either intend to liquidate the LLP or to cease operations, or have no realistic alternative but to do so.

Under Regulation 6 of the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008, the members are responsible for keeping adequate accounting records that are sufficient to show and explain the LLP's transactions and disclose with reasonable accuracy at any time the financial position of the LLP and enable them to ensure that its financial statements comply with those regulations. They are responsible for such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error, and have general responsibility for taking such steps as are reasonably open to them to safeguard the assets of the LLP and to prevent and detect fraud and other irregularities.

Financial Risk Management

The Partnership follows Barclays Bank PLC's financial risk management objectives and policies including the policy for hedging the exposure to liquidity risk, credit risk, market risk and interest rate risk and these are set out in pages 23-27 of the financial statements.

The Partnership's activities are exposed to a variety of financial risks. The Partnership is required to follow the requirements of the Barclays Group ("The Group") risk management policies, which include specific guidelines on the management of foreign exchange, interest rate and credit risks, and advice on the use of financial instruments to manage them. The main financial risks that the Partnership is exposed to are outlined in Note 16.

Independent Auditor

Pursuant to Section 487 of the Companies Act 2006, the auditor will be deemed to be reappointed and KPMG LLP will therefore continue in office.

Statement of disclosure of information to Auditor

So far as the Members are aware, there is no relevant audit information of which the Partnership's Auditor is unaware. The Members have taken all the steps that they ought to have taken as Members in order to make themselves aware of any relevant audit information and to establish that the Partnership's Auditor is aware of that information.

For and on behalf of
Barclays CCP Funding LLP

DocuSigned by:
Mark Richter
BF7672AA2AFE4F1...

Name: Mark Richter
Authorized representative of Barclays Bank PLC
Designated Member
Date: 12th September 2023
Registered No : OC359024

Barclays CCP Funding LLP
Strategic Report
For the year ended 31 December 2022

The Members present their strategic report for the Partnership for the year ended 31 December 2022.

Review and principal activities

The principal activity of the Partnership is to provide funding to the Partnership's affiliates and subsidiaries of Barclays Bank PLC. Barclays Bank PLC raises funds by way of issuing Collateralized Notes and in certain circumstances co-issued by Barclays US CCP Funding LLC to investors and then lends the issuance proceeds to the Partnership, which enters into market standard reverse repurchase agreements with its affiliates and members.

Business performance

The Partnership's business performance during the year ended 31 December 2022 is detailed on Page 1 of the Members' Report.

Future outlook

No significant change in this activity is envisaged in the foreseeable future and the Members expect the Partnership's future performance to be in line with the current year.

The Members have reviewed the Partnership's business and performance and consider it to be satisfactory for the year. The Members consider that the Partnership's position at the end of the year is consistent with the size and complexity of the business.

Principal risks and uncertainties

The Partnership's activities expose it to a variety of risks as set out in Note 16 of the financial statements. The Members devotes considerable resources to maintaining effective controls to manage, measure and mitigate each of these risks, and regularly reviews its risk management procedures and systems to ensure that they continue to meet the needs of the business.

Risks are identified and overseen in accordance with the Barclays Enterprise Risk Management Framework ("ERMF"), which supports the business in its aim to embed effective risk management and a strong risk management culture.

The ERMF governs the way in which risk is identified and managed. The ERMF is approved by the Barclays PLC board on the recommendation of the Barclays Group Chief Risk Officer and adopted throughout the Group, with minor modifications where needed.

The management of risk is then embedded into each level of the business, with all colleagues being responsible for identifying and controlling risk.
Given increasing risks associated with climate change and to support Group ambitions to be net zero by 2050, Climate Risk became a principal risk at the start of 2022.
The ERMF defines nine principal risks as:

- Credit risk
- Market risk
- Treasury and capital risk
- Climate risk
- Operational risk
- Model risk
- Conduct risk
- Reputation risk
- Legal risk

Risk appetite defines the level of risk we are prepared to accept across the different risk types, taking into consideration varying levels of financial and operational stress.

During 2022, the Barclays Group, that includes the Partnership, ran a stress test to assess its capital adequacy and resilience under a severe but plausible macroeconomic scenario. The internal stress test was informed by the Bank of England 2022 regulatory stress test featuring high and persistent inflation, rising global interest rates, a severe UK recession brought by falling household real incomes, job losses leading to a high unemployment rate, energy and cost of goods shocks, increasing corporate defaults, and severe house and real estate price shocks.

The geopolitical tensions are not expected to have a material impact on the partnership's principal risks or the future outlook/revenues and cash flows of the partnership.

For and on behalf of
Barclays CCP Funding LLP

DocuSigned by:
Mark Richter
BF7672AA2AFE4F1...

Name: Mark Richter
Authorized representative of Barclays Bank PLC
Designated Member
Date: 12th September 2023
Registered No : OC359024

Barclays CCP Funding LLP

Independent Auditor's Report to the members of Barclays CCP Funding LLP

For the year ended 31 December 2022

Opinion

We have audited the financial statements of Barclays CCP Funding LLP ("the LLP") for the year ended 31 December 2022 which comprise the Income Statement, Statement of Financial Position, Statement of Changes in Equity and Statement of Cash Flows and related notes, including the accounting policies in note 2.

In our opinion the financial statements:

- give a true and fair view of the state of affairs of the LLP as at 31 December 2022 and of its result for the year then ended;
- have been properly prepared in accordance with UK-adopted international accounting standards; and
- have been prepared in accordance with the requirements of the Companies Act 2006 as applied to limited liability partnerships by the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) ("ISAs (UK)") and applicable law. Our responsibilities are described below. We have fulfilled our ethical responsibilities under, and are independent of the LLP in accordance with, UK ethical requirements including the FRC Ethical Standard. We believe that the audit evidence we have obtained is a sufficient and appropriate basis for our opinion.

Going concern

The members have prepared the financial statements on the going concern basis as they do not intend to liquidate the LLP or to cease its operations, and as they have concluded that the LLP's financial position means that this is realistic. They have also concluded that there are no material uncertainties that could have cast significant doubt over its ability to continue as a going concern for at least a year from the date of approval of the financial statements ("the going concern period").

In our evaluation of the members' conclusions, we considered the inherent risks to the LLP's business model and analysed how those risks might affect the LLP's financial resources or ability to continue operations over the going concern period.

Our conclusions based on this work:

- we consider that the members' use of the going concern basis of accounting in the preparation of the financial statements is appropriate;
- we have not identified, and concur with the members' assessment that there is not, a material uncertainty related to events or conditions that, individually or collectively, may cast significant doubt on the LLP's ability to continue as a going concern for the going concern period.

However, as we cannot predict all future events or conditions and as subsequent events may result in outcomes that are inconsistent with judgements that were reasonable at the time they were made, the above conclusions are not a guarantee that the LLP will continue in operation.

Fraud and breaches of laws and regulations – ability to detect

Identifying and responding to risks of material misstatement due to fraud

To identify risks of material misstatement due to fraud ("fraud risks") we assessed events or conditions that could indicate an incentive or pressure to commit fraud or provide an opportunity to commit fraud. Our risk assessment procedures included:

- Enquiring of members as to the Barclays Group's high-level policies and procedures to prevent and detect fraud, as well as whether they have knowledge of any actual, suspected or alleged fraud.
- Reading committee minutes.
- Using analytical procedures to identify any unusual or unexpected relationships.

As required by auditing standards, we perform procedures to address the risk of management override of controls, in particular the risk that management may be in a position to make inappropriate accounting entries. On this audit we do not believe there is a fraud risk related to revenue recognition because revenue is simple interest income with no judgement involved in the calculation, and no pressures or incentive for management to manipulate revenue have been identified.

We did not identify any additional fraud risks.

We also performed procedures including identifying journal entries to test based on risk criteria and comparing the identified entries to supporting documentation. These included those posted by high-risk senior individuals, those posted that contain high risk key words in their descriptions, and those posted without a User ID.

Identifying and responding to risks of material misstatement related to compliance with laws and regulations

We identified areas of laws and regulations that could reasonably be expected to have a material effect on the financial statements from our general commercial and sector experience, through discussion with the members (as required by auditing standards) and discussed with the members the policies and procedures regarding compliance with laws and regulations.

The potential effect of these laws and regulations on the financial statements varies considerably.

Firstly, the LLP is subject to laws and regulations that directly affect the financial statements including financial reporting legislation (including related LLP's legislation) and distributable profits legislation, and we assessed the extent of compliance with these laws and regulations as part of our procedures on the related financial statement items.

Secondly, whilst the LLP is subject to many other laws and regulations, we did not identify any others where the consequences of non-compliance alone could have a material effect on amounts or disclosures in the financial statements. Auditing standards limit the required audit procedures to identify non-compliance with these laws and regulations to enquiry of the members and other management and inspection of regulatory and legal correspondence, if any. Therefore if a breach of operational regulations is not disclosed to us or evident from relevant correspondence, an audit will not detect that breach.

Context of the ability of the audit to detect fraud or breaches of law or regulation

Owing to the inherent limitations of an audit, there is an unavoidable risk that we may not have detected some material misstatements in the financial statements, even though we have properly planned and performed our audit in accordance with auditing standards. For example, the further removed non-compliance with laws and regulations is from the events and transactions reflected in the financial statements, the less likely the inherently limited procedures required by auditing standards would identify it.

In addition, as with any audit, there remained a higher risk of non-detection of fraud, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls. Our audit procedures are designed to detect material misstatement. We are not responsible for preventing non-compliance or fraud and cannot be expected to detect non-compliance with all laws and regulations.

Other information

The members are responsible for the other information, which comprises the Members' Annual Report and the Strategic Report. Our opinion on the financial statements does not cover the other information and, accordingly, we do not express an audit opinion or any form of assurance conclusion thereon.

Our responsibility is to read the other information and, in doing so, consider whether, based on our financial statements audit work, the information therein is materially misstated or inconsistent with the financial statements or our audit knowledge. Based solely on that work, we have not identified material misstatements in the other information.

Matters on which we are required to report by exception

Under the Companies Act 2006 as applied to limited liability partnerships we are required to report to you if, in

our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- we have not received all the information and explanations we require for our audit; or

We have nothing to report in these respects.

Members' responsibilities

As explained more fully in their statement set out on page 4, the members are responsible for: the preparation of the financial statements and for being satisfied that they give a true and fair view; such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; assessing the LLP's ability to continue as a going concern, disclosing, as applicable, matters related to going concern; and using the going concern basis of accounting unless they either intend to liquidate the LLP or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue our opinion in an auditor's report. Reasonable assurance is a high level of assurance, but does not guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

A fuller description of our responsibilities is provided on the FRC's website at www.frc.org.uk/auditorsresponsibilities.

The purpose of our audit work and to whom we owe our responsibilities

This report is made solely to the members of the LLP, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006, as required by Regulation 39 of the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008. Our audit work has been undertaken so that we might state to the LLP's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the LLP and the LLP's members, as a body, for our audit work, for this report, or for the opinions we have formed.

Matthew Davies (Senior Statutory Auditor)

for and on behalf of KPMG LLP, Statutory Auditor

Chartered Accountants

15 Canada Square

London

E14 5GL

12th September 2023

Barclays CCP Funding LLP
Income Statement
For the year ended 31 December 2022

	Note	2022 $'000	2021 $'000
Continuing operations:			
Interest Income	3	48,923	28,721
Interest Expense	4	(48,923)	(28,721)
Net interest income		-	-
Net trading income	5	-	-
Net income		**-**	**-**
Result on ordinary activities before taxation		-	-
Taxation		-	-
Result for the year		**-**	**-**

The result for the year is derived from continuing activities. All recognized income and expenses have been reported in the income statement, hence no statement of comprehensive income has been included in the financial statements.

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

Barclays CCP Funding LLP
Statement of Financial Position as at 31 December 2022

	Note	2022	2021
Assets		**$'000**	**$'000**
Cash and Cash Equivalents	9	10,005	10,005
Financial Assets at Fair Value	10	19,106,551	20,605,244
Reverse Repurchase Agreement	11	11,481,150	12,422,368
Total Assets		**30,597,706**	**33,037,617**
Liabilities			
Financial Liabilities at Fair Value	12	19,106,551	20,605,244
Borrowings	13	11,481,150	12,422,368
Total Liabilities		**30,587,701**	**33,027,612**
Net assets attributable to Members			
Members' Capital	14	10,000	10,000
Retained Earnings		5	5
Total Member's Equity		**10,005**	**10,005**

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

The statement of Financial Position has been presented using the liquidity-based approach of presentation. Please refer to Note 2(a) describing the approach and the rationale for using this approach.

The financial statements were approved by the members and authorized for issue on XX XX XXXX and were signed on behalf of the members by:

DocuSigned by:
Mark Richter
BF7672AA2AFE4F1...

Mark Richter
Authorized representative for Barclays Bank PLC
Designated Member
Date: 12th September 2023
Registered No : OC359024

Barclays CCP Funding LLP
STATEMENT OF CHANGES IN EQUITY
For the year ended 31 December 2022

	Members' capital $'000	Retained earnings $'000	Total members' equity $'000
Balance at 1 January 2022	10,000	5	10,005
Issuance of members' capital	-	-	-
Profit for the year	-	-	-
Balance at 31 December 2022	**10,000**	**5**	**10,005**

	Members' capital $'000	Retained earnings $'000	Total members' equity $'000
Balance at 1 January 2021	10,000	5	10,005
Issuance of members' capital	-	-	-
Profit for the year	-	-	-
Balance at 31 December 2021	**10,000**	**5**	**10,005**

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

Barclays CCP Funding LLP

STATEMENT OF CASH FLOWS

For the year ended 31 December 2022

	Note	**2022** $'000	**2021** $'000
Statement of Cash flows			
Profit before Taxation		-	-
Net decrease/(increase) in financial assets at fair value through the income statement		1,498,693	(4,338,668)
Net decrease/(increase) in reverse repurchase agreements		941,218	(495,060)
Net (decrease)/ increase in financial liabilities at fair value through the income statement		(1,498,693)	4,338,668
Net (decrease)/ increase in borrowings		(941,218)	495,060
Net increase in cash and cash Equivalents		-	-
Cash and cash equivalents at 1 January		10,005	10,005
Cash and cash equivalents at 31 December		**10,005**	**10,005**
Cash and cash equivalents comprise:			
Cash at bank	9	10,005	10,005

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

1. REPORTING ENTITY

Barclays CCP Funding LLP is a limited liability partnership formed and domiciled in England and Wales. The Partnership's registered office is 1 Churchill Place, London, E14 5HP.The financial statements are prepared for Barclays CCP Funding LLP and are prepared for the Partnership only in line with the Companies Act 2006 as applied to limited liability partnerships in accordance with the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008. The Members of the Partnership are Barclays Bank PLC ('BBPLC') and Barclays Shea Limited, a wholly owned subsidiary of BBPLC. The parent undertaking of the smallest group that presents consolidated financial statements is Barclays Bank PLC and the ultimate holding company and the parent undertaking of the largest group that presents group financial statements is Barclays PLC, both of which prepare consolidated financial statements in accordance with a) UK-adopted international accounting standards; Barclays Capital Inc. ('BCI') and Barclays Capital Securities Limited ('BCSL') act as the Partnership's affiliates and are subsidiaries of BBPLC. The principal activity of the Partnership is to provide funding to the Partnership's affiliates and subsidiaries of Barclays Bank PLC. Barclays Bank PLC raises funds by way of issuing Collateralized Notes and in certain circumstances co-issued by Barclays US CCP Funding LLC to investors and then lends the issuance proceeds to the Partnership, which enters into market standard reverse repurchase agreements with its affiliates and members.

2. BASIS OF PREPARATION

The financial statements have been prepared in accordance with UK-adopted international accounting standards. The principal accounting policies applied in the preparation of the financial statements are set out below, and in the relevant notes to the financial statements. These policies have been consistently applied.

(a) Basis of Measurement

The financial statements have been prepared on a going concern basis under the historical cost convention modified to include the fair valuation of certain financial instruments to the extent required or permitted under IFRS 9, as set out in the relevant accounting policies. They are presented in thousands of US dollars, which is the Partnership's functional and presentation currency.

The preparation of financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise judgement in the process of applying the accounting policies.

After reviewing the Partnership's performance, projections and cash flows and available banking facilities, for at least the next 12 months from the date of signing these financial statements, the Partnership may be reliant on Barclays Bank PLC to meet its liabilities as they fall due for that period. Barclays Bank PLC has indicated its intention to continue to make available funds as needed by the Partnership for the period covered by the projections. Therefore, the Members are satisfied that the LLP has adequate access to resources to enable it to meet its obligations and to continue in operational existence for the foreseeable future.

As with any LLP placing reliance on other group entities for financial support, the Members acknowledge that there can be no certainty that this support will continue although, at the date of approval of these financial statements, they have no reason to believe that it will not do so. It should also be noted that the dual recourse nature of the notes the LLP supports, via the LLP Undertaking, means that Barclays Bank PLC has an explicit payment obligation as the Issuer of the notes. Based on these indications, the Members have adopted the going concern basis in preparing these financial statements

The statement of Financial Position has been presented using the liquidity-based approach of presentation. Using this approach results in a more faithful representation given the existence of early put/call option (Note 16) which could result in the settlement of financial assets and liabilities before their scheduled maturity dates.

(b) New and amended standards

i). New standards, interpretations and amendments effective from 1 January 2022

There are no new or amended standards that have had a material impact on the Partnership's accounting policies.

ii) New standards, interpretations and amendments not yet effective

There are no new or amended standards that are expected to have a material impact on the partnership's accounting policies.

(c) Foreign Currency Translation

Items included in the financial statements of the LLP are measured using their functional currency, being Dollar ($) the currency of the primary economic environment in which the entity operates.

The LLP applies IAS 21 The Effects of Changes in Foreign Exchange Rates. Transactions in foreign currencies are translated into dollar at the rate ruling on the date of the transaction.

Foreign currency monetary balances are translated into dollar at the period end exchange rates. Exchange gains and losses on such balances are taken to the income statement.
Non-monetary foreign currency balances in relation to items measured in terms of historical cost are carried at historical transaction date exchange rates.
Non-monetary foreign currency balances in relation to items measured at fair value are translated using the exchange rate at the date when the fair value was measured. Exchange differences on equities and similar non-monetary items held at fair value through profit or loss, are reported as part of the fair value gain or loss. Translation differences on equities classified as available-for-sale financial assets and non-monetary items are included directly in equity.

(d) Interest

Interest income on Reverse Repos at amortised cost, and interest expense on borrowings, are calculated using the effective interest method which allocates interest, and direct and incremental fees and costs, over the expected lives of the assets and liabilities.
The effective interest method requires the LLP to estimate future cash flows, in some cases based on its experience of customers of Group affiliates' behaviour, considering all contractual terms of the financial instrument, as well as the expected lives of the assets and liabilities.

(e) Cash and cash equivalents

For the purposes of the cash flow statement, cash comprises cash in hand, demand deposits and cash equivalents. Cash equivalents comprise highly liquid investments that are convertible into cash with an insignificant risk of changes in value with original maturities of less than three months. Trading balances are not considered to be part of cash equivalents.

(f) Financial assets and liabilities

The LLP applies IFRS 9 Financial Instruments to the recognition, classification and measurement, and de-recognition of financial assets and financial liabilities.

Recognition

The LLP recognises financial assets and liabilities when it becomes a party to the terms of the contract. Trade date or settlement date accounting is applied depending on the classification of the financial asset.

Classification and measurement
Financial assets are classified on the basis of two criteria:
i) the business model within which financial assets are managed; and
ii) their contractual cash flow characteristics (whether the cash flows represent 'solely payments of principal and interest' (SPPI)).

The LLP assesses the business model criteria at a portfolio level. Information that is considered in determining the applicable business model includes

i) policies and objectives for the relevant portfolio,
ii) how the performance and risks of the portfolio are managed, evaluated and reported to management, and
iii) the frequency, volume and timing of sales in prior periods, sales expectation for future periods, and the reasons for such sales.

The contractual cash flow characteristics of financial assets are assessed with reference to whether the cash flows represent SPPI. In assessing whether contractual cash flows are SPPI compliant, interest is defined as consideration primarily for the time value of money and the credit risk of the principal outstanding. The time value of money is defined as the element of interest that provides consideration only for the passage of time and not consideration for other risks or costs associated with holding the financial asset. Terms that could change the contractual cash flows so that it would not meet the condition for SPPI are considered, including:
i) contingent and leverage features,
ii) non-recourse arrangements and
iii) features that could modify the time value of money.

Financial assets are not reclassified subsequent to their initial recognition unless the LLP changes its business model for managing financial assets in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

Financial assets and Liabilities measured at amortised cost
Financial assets are measured at amortised cost if they are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows, and their contractual cash flows represent solely payments of principal and interest. Financial liabilities are held at amortised cost except for those held for trading or designated at fair value through profit and loss.

Financial assets will be measured at fair value through other comprehensive income
If they are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets, and their contractual cash flows represent solely payments of principal and interest.

Financial instruments at fair value through profit or loss
Other financial assets are measured at fair value through profit and loss. There is an option to make an irrevocable election for non-traded equity investments to be measured at fair value through other comprehensive income, in which case dividends are recognised in profit or loss, but gains or losses are not reclassified to profit or loss upon de-recognition, and impairment is not recognised in the income statement.

Accounting for financial assets mandatorily at fair value through profit or loss
Financial assets are held at fair value through profit or loss if they do not contain contractual terms that give rise on specified dates to cash flows that are SPPI, or if the financial asset is not held in a business model that is either (i) a business model to collect the contractual cash flows or (ii) a business model that is achieved by both collecting contractual cash flows and selling. Subsequent changes in fair value for these instruments are recognised in the income

statement in net investment income, except if reporting it in trading income reduces an accounting mismatch.

Accounting for financial assets designated at fair value through Profit or loss
Financial assets, other than those held for trading, are classified in this category if they are so irrevocably designated at inception and the use of the designation removes or significantly reduces an accounting mismatch.
Subsequent changes in fair value are recognised in the income statement in net investment income.

Determining fair value
Where the classification of a financial instrument requires it to be stated at fair value, this is determined by reference to the quoted market price in an active market wherever possible. Where no such active market exists for the particular asset, the LLP uses a valuation technique to arrive at the fair value, including the use of prices obtained in recent arms' length transactions, discounted cash flow analysis, option pricing models and other valuation techniques commonly used by market participants.

Accounting for financial assets at fair value through other comprehensive income (FVOCI)
Financial assets that are debt instruments held in a business model that is achieved by both collecting contractual cash flows and selling and that contain contractual terms that give rise on specified dates to cash flows that are SPPI are measured at FVOCI. They are subsequently remeasured at fair value and changes therein (except for those relating to impairment, interest income and foreign currency exchange gains and losses) are
recognised in other comprehensive income until the assets are sold. Interest (calculated using the effective interest method) is recognised in the income statement in net interest income. Upon disposal, the cumulative gain or loss recognised in other comprehensive income is included in net investment income. In determining whether the business model is achieved by both collecting contractual cash flows and selling financial assets, it is determined that both collecting contractual cash flows and selling financial assets are integral to achieving the objective of the business model. The LLP will consider past sales and expectations about future sales to establish if the business model is achieved. For equity securities that are not held for trading, the LLP may make an irrevocable election on initial recognition to present subsequent changes in the fair value of the instrument in other comprehensive income (except for dividend income which is recognised in profit or loss). Gains or losses on the de-recognition of these equity securities are not transferred to profit or loss. These assets are also not subject to the impairment requirements and therefore no amounts are recycled to the income statement. Where the LLP has not made the irrevocable election to present subsequent changes in the fair value of the instrument in other comprehensive income, equity securities are measured at fair value through profit or loss.

Financial liabilities designated at fair value
In accordance with IFRS 9, financial liabilities may be designated at fair value, with gains and losses taken to the income statement within net trading income and net investment income. Movements in own credit are reported through other comprehensive income, unless the effects of changes in the liability’s credit risk would create or enlarge an accounting mismatch in P&L. In these scenarios, all gains and losses on that liability (including the effects of changes in the credit risk of the liability) are presented in P&L. On de-recognition of the financial liability no amount relating to own credit risk are recycled to the income statement. The LLP has the ability to make the fair value designation when holding the instruments at fair value reduces an accounting mismatch (caused by an offsetting liability or asset being held at fair value), or is managed by the LLP on the basis of its fair value, or includes terms that have substantive derivative characteristics.

Impairment of financial assets
ECL has not been recognised on intercompany Reverse Repo because it is deemed to be immaterial given that these balances are held short term.

The LLP is required to recognise expected credit losses (ECLs) based on unbiased forward-looking information for all financial assets at amortised cost, (Reverse Repurchase Agreements).

At the reporting date, an allowance is required for the 12 month ECLs. If the credit risk has significantly increased since initial recognition (Stage 2), or if the financial instrument is credit impaired (Stage 3) an allowance should be recognised for the lifetime ECLs.

The measurement of ECL is calculated using three main components: (i) probability of default (PD (ii) loss given default (LGD) and (iii) the exposure at default (EAD).

The 12 month ECL is calculated by multiplying the 12 month PD, LGD and the EAD. The 12 month and lifetime PDs represent the PD occurring over the next 12 months and the remaining maturity of the instrument respectively. The EAD represents the expected balance at default, taking into account the repayment of principal and interest from the Statement of Financial Position date to the default event together with any expected drawdowns of committed facilities. The LGD represents expected losses on the EAD given the event of default, taking into account, among other attributes, the mitigating effect of collateral value at the time it is expected to be realised and the time value of money

The LLP also considers observable data indicating that there is a measurable decrease in the estimated future cash flows from a portfolio of assets since the initial recognition of those assets, although the decrease cannot yet be identified with the individual financial assets in the portfolio, arising from adverse changes in the payment status of borrowers in the portfolio and national or local economic conditions that correlate with defaults on assets in the portfolio.

Any potential ECL from the consideration of observable data on a portfolio basis is recognised by the partnership. The potential ECL to the LLP is deemed immaterial due to the LLP's exposure being only Reverse Repurchase Agreements and cash & cash equivalents.

Valuation technique
Where the classification of a financial instrument requires it to be stated at fair value, this is determined by discounted cash flows, in which all significant inputs are observable, or can be corroborated by observable market data.

De-recognition
The LLP derecognises a financial asset, or a portion of a financial asset, from its Statement of Financial Position where the contractual rights to cash flows from the asset have expired, or have been transferred, usually by sale, and with them either substantially all the risks and rewards of the asset or significant risks and rewards, along with the unconditional ability to sell or pledge the asset.

Financial liabilities are derecognised when the liability has been settled, has expired or has been extinguished. An exchange of an existing financial liability for a new liability with the same lender on substantially different terms – generally a difference of 10% or more in the present value of the cash flows or a substantive qualitative amendment – is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Transactions in which the LLP transfers assets and liabilities, portions of them, or financial risks associated with them can be complex and it may not be obvious whether substantially all of the risks and rewards have been transferred. It is often necessary to perform a quantitative analysis. Such an analysis compares the Group's exposure to variability in asset cash flows before the transfer with its retained exposure after the transfer.

A cash flow analysis of this nature may require judgement. In particular, it is necessary to estimate the asset's expected future cash flows as well as potential variability around this expectation. The method of estimating expected future

cash flows depends on the nature of the asset, with market and market-implied data used to the greatest extent possible. The potential variability around this expectation is typically determined by stressing underlying parameters to create reasonable alternative upside and downside scenarios. Probabilities are then assigned to each scenario. Stressed parameters may include default rates, loss severity, or prepayment rates

Valuation process
The Partnership relies on the valuation process and methodologies of BBPLC.

(g) Borrowings
Borrowings are initially recognised at fair value including direct and incremental transaction cost. They are subsequently measured at amortised cost. Borrowings are derecognised when extinguished.

(h) Guarantees
Financial guarantees are initially recognised in the financial statements at fair value on the date that the guarantee was provided. Subsequent to initial recognition, such guarantees are measured at the higher of the initial measurement less any amortisation of fee income recognised in the income statement over the period, and the best estimate of the expenditure required to settle any financial liability arising as a result of the obligation at the statement of financial position date.

(i) Members' capital
Members' capital classified as equity, provided that there is no present obligation to deliver cash or another financial asset to the holder, is shown in called up members' capital. The capital contributions in cash made or deemed to be made by BBPLC from time to time shall be credited to its separate capital account ledger and any capital distribution will be debited to its capital account ledger.

(j) Members' capital distributions

Members' capital distributions are recognised in the period in which they are paid or, if earlier, approved by the Partnership's members.

(k) Taxation

For UK purposes, the Partnership is treated as being tax transparent. The Partnership is not therefore separately taxable, as all income of the Partnership flows through to each individual Member.

3. INTEREST INCOME

	2022	2021
	$'000	$'000
Interest income from affiliates and member	48,923	28,721
	48,923	28,721

4. INTEREST EXPENSE

	2022	2021
	$'000	$'000
Interest expense to member	(48,923)	(28,721)
	(48,923)	(28,721)

5. NET TRADING INCOME

Included within net trading income were gains of $332,285,129 (2021: $69,873,514) on financial assets at fair value and losses of $332,285,115 (2021: $69,873,514) on financial liabilities at fair value.

6. AUDIT FEE FOR PARTNERSHIP

The audit fee is borne by BCI, the Partnership's affiliate. The fee for auditing the financial statements of the Partnership amounts to $22,735 (2021: $23,781). This fee is paid by an affiliate and is not recognised as an expense in the financial statements.

7. STAFF COSTS

There were no employees employed by the Partnership during 2022 (2021: Nil).

8. GUARANTEES

The Partnership has provided a guarantee over the obligations of BBPLC under the Collateralised Commercial Paper issued via a LLP undertaking. If BBPLC was to default to investors, under the terms of the guarantee, investors would have recourse to the Partnership's investment in its financial assets at fair value, which is collateralised by securities. Recourse under the LLP undertaking is limited only to the Collateral expressed in the Security Agreement to the respective class held by such Noteholders.

9. CASH AND CASH EQUIVALENTS

Cash and Cash equivalents of $10,004,981(2021: $10,004,935) relates to cash held with Bank of New York Mellon. Carrying value of cash equivalents approximates their fair value.

10. FINANCIAL ASSETS AT FAIR VALUE

	2022 $'000	2021 $'000
Affiliates	-	-
Member	19,106,551	20,605,244
	19,106,551	**20,605,244**

Financial assets at fair value represents reverse repurchase agreements as a result of the assessment of the business model which is classified as other than 'Hold to collect'. The balances are subsequently measured on a fair value basis rather than amortized cost.

The Partnership has financial assets at fair value with its member (BBPLC). The fair value of the collateral pledged to the Partnership under financial assets at fair value is $20,411,359,293 (2021: $21,766,322,123).

Financial assets at fair value are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

11. REVERSE REPURCHASE AGREEMENTS

	2022 $'000	2021 $'000
Affiliates	-	200,236
Member	11,481,150	12,222,132
	11,481,150	**12,422,368**

Reverse Repurchase Agreements are measured at amortised cost as they are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows, and their contractual cash flows represent solely payments of principal and interest.

The Partnership has reverse repurchase agreements with its affiliate (BCI) and its member (BBPLC). The fair value of the collateral pledged to the Partnership under the reverse repurchase agreements is $12,165,651,117 (2021: $13,118,991,057)

Reverse repurchase agreements, which are measured at amortised cost, are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

The carrying value of these Reverse Repurchase Agreements as at 31st December 2022 approximates fair value.

12. FINANCIAL LIABILITIES AT FAIR VALUE

	2022 $'000	2021 $'000
Amounts due to member	19,106,551	20,605,244
	19,106,551	**20,605,244**

Financial liabilities at fair value represents borrowings that have been designated at fair value to better align to the way business manages the portfolio's risk and performance. Any effect of re-measurement of such liabilities is taken

to the income statement.

Financial liabilities at fair value are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

Additional details in respect of the Partnership's financial liabilities at fair value are detailed in Note 16.

13. BORROWINGS

	2022	2021
	$'000	$'000
Amounts due to member	11,481,150	12,422,368
	11,481,150	**12,422,368**

Borrowings, which are measured at amortised cost, are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

The carrying value of these Borrowings as at 31st December 2022 approximates fair value.

Additional details in respect of the Partnership's borrowings are detailed in Note 16.

14. MEMBERS' CAPITAL

	2022	2021
	$'000	$'000
Balance at 1 January	10,000	10,000
Issuance of members' capital	-	-
Balance at 31 December	**10,000**	**10,000**

15. PARENT UNDERTAKING AND ULTIMATE HOLDING COMPANY

The Members of the Partnership are Barclays Bank PLC ('BBPLC') and Barclays Shea Limited, a wholly owned subsidiary of BBPLC, and therefore the ultimate parent of the Partnership is Barclays PLC. The parent undertaking of the smallest group that presents consolidated financial statements is BBPLC. Both the Partnership and BBPLC are incorporated in England and Wales and registered in England. The statutory financial statements of Barclays Bank PLC are available from Barclays Corporate Secretariat, 1 Churchill Place London E14 5HP.

16. FINANCIAL RISKS

The Partnership's activities expose it to a variety of financial risks. These are liquidity risk, credit risk and market risk (which includes foreign currency risk, interest rate risk and price risk). Consequently, BBPLC devotes considerable resources to maintain effective controls to manage measure and mitigate each of these risks, and regularly reviews its risk management procedures and systems to ensure that they continue to meet the needs of the business.

Liquidity risk

This is the risk that the Partnership's cash and committed facilities may be insufficient to meet its debts as they fall due. The financial liabilities at fair value and borrowings of the Partnership are matched to the maturities of the Partnership's financial assets at fair value and reverse repurchase agreements. The Partnership has the financial support from BBPLC, to ensure the Partnership has sufficient available funds for operations.

The table below presents the payment profile of the financial assets and liabilities taking contractual maturities and potential early redemption into account where this option is available at the statement of financial position date.

2022

	Financial liabilities at fair value	**Borrowings**
Financial liabilities repayable:	**$'000**	**$'000**
Not more than three months	(14,126,282)	(3,970,547)
Over three months but not more than six months	(2,586,064)	(723,049)
Over six months but not more than one year	(2,128,141)	(2,362,155)
Over one year but not more than two years	(100,948)	-
Over two years but not more than three years	(165,116)	(4,425,399)
Grand Total	**(19,106,551)**	**(11,481,150)**

2021

	Financial liabilities at fair value	**Borrowings**
Financial liabilities repayable:	**$'000**	**$'000**
Not more than three months	(10,567,054)	(4,671,946)
Over three months but not more than six months	(5,224,293)	(910,993)
Over six months but not more than one year	(4,727,339)	(1,470,997)
Over one year but not more than two years	(86,558)	(939,296)
Over three years but not more than four years	-	(4,429,136)
Grand Total	**(20,605,244)**	**(12,422,368)**

Credit Risk

Credit risk is the risk of suffering financial loss, should any of the Partnership's customers of Group affiliates fail to fulfil their contractual obligations to the Partnership. The Partnership manages its credit risk by entering into collateral lending with entities within the Barclays Group.
The Partnership's maximum exposure to credit risk is detailed in the table below. The exposure reported in the table represents the gross receivable amounts, which may not be the fair value. The exposure is reported gross and does not include any collateral or other credit risk mitigants which reduce the Partnership's exposure. The exposure by industry type relates to the financial institutions.

				2022
	Cash Equivalents	Financial assets at fair value	Reverse repurchase agreements	Total
	$'000	$'000	$'000	$'000
Banks and Other Financial Institutions	10,005	19,106,551	11,481,150	30,597,706

				2021
	Cash Equivalents	**Financial assets at fair value**	**Reverse repurchase agreements**	**Total**
	$'000	**$'000**	$'000	**$'000**
Banks and Other Financial Institutions	10,005	20,605,244	12,422,368	33,037,617

Cash equivalents of $10,004,981 relates to cash held with Bank of New York Mellon, and are considered under Stage 1 under IFRS 9. The Partnership has credit risk on its cash and cash equivalents held with Bank of New York Mellon. No financial assets subject to credit risk are past due nor individually impaired. There is no expected significant credit loss as Bank of New York Mellon has a strong credit rating, the Partnership considers the quality of the credit to be good.

Reverse Repurchase agreements of $11,481,150,378 relates to lending to BBPLC and Barclays Capital Inc. and are considered Stage 1 under IFRS 9. There is no expected significant credit loss as BBPLC and Barclays Capital Inc. has a strong credit rating and the partnership considers the quality of the credit to be good.

The funds are lent to the counterparties detailed as below:

				2022
Counterparty	Credit Rating	Geographical location	Financial Assets at Fair Value	Reverse repurchase agreements
			$'000	$'000
Barclays Capital Inc	Strong	US	-	-
Barclays Bank PLC	Strong	UK	19,106,551	11,481,150
Grand Total			**19,106,551**	**11,481,150**

				2021
Counterparty	Credit Rating	Geographical location	Financial Assets at Fair Value	Reverse repurchase agreements
			$'000	$'000
Barclays Capital Inc	Strong	US	-	200,236
Barclays Bank PLC	Strong	UK	20,605,244	12,222,132
Grand Total			**20,605,244**	**12,422,368**

Credit Rating description can be summarised as follows:

Strong: There is a very high likelihood of the asset being recovered in full. This includes Counterparty exposures with credit risk rating of BBB- and above by S&P.

Satisfactory: While there is a high likelihood that the asset will be recovered and therefore, of no cause for concern to the Group, the asset may not be collateralised, or may relate to retail facilities, such as credit card balances and unsecured loans, which have been classified as satisfactory, regardless of the fact that the output of internal grading models may have indicated a higher classification. At the lower end of this grade there are customers of Group affiliates that are being more carefully monitored, for example, corporate customers of Group affiliates which are indicating some evidence of deterioration, mortgages with a high loan to value, and unsecured retail loans operating outside normal product guidelines. This includes Counterparty exposures with credit risk rating of B to BB+ by S&P.

Higher risk: There is concern over the obligor's ability to make payments when due. However, these have not yet converted to actual delinquency. There may also be doubts over the value of collateral or security provided. However, the borrower or counterparty is continuing to make payments when due and is expected to settle all outstanding amounts of principal and interest. This includes Counterparty exposures with credit risk rating of B- and below by S&P.

Collateral is held by the Partnership as an important mitigant of credit risk, and the Partnership has obtained collateral for the funds advanced. When collateral is deemed appropriate, the Partnership accepts specific, agreed classes of collateral. The Partnership monitors the fair value of securities purchased and sold under agreements to resell/repurchase on a daily basis, with additional collateral obtained or refunded as necessary.

The fair value of collateral held by the Partnership is detailed below:

Nature of collateral:	Financial Assets at Fair Value	Reverse Repurchase Agreement	2022 Total
	$'000	$'000	$'000
- Debt securities	14,690,570	9,848,930	**24,539,500**
- Equity securities	5,720,789	2,316,722	**8,037,511**
	20,411,359	**12,165,652**	**32,577,011**

Nature of collateral:	Financial Assets at Fair Value	Reverse Repurchase Agreement	2021 Total
	$'000	$'000	$'000
- Debt securities	12,930,802	11,785,641	**24,716,443**
- Equity securities	8,835,520	1,333,350	**10,168,870**
	21,766,322	**13,118,991**	**34,885,313**

The collaterals were pledged to the Partnership by BCI and BBPLC as securities for financial assets at fair value and reverse repurchase agreements from the Partnership to BCI and BBPLC. The Partnership can only seize the assets upon default of repayment of Reverse Repurchase agreements by BCI and BBPLC and otherwise has no right to sell or re-pledge the collateral.

Market Risk

Market risk is the risk that the Partnership's earnings or capital, or its ability to meet business objectives will be adversely affected by changes in the level or volatility of market rates or prices such as equity prices, foreign exchange rates, and interest rates.

The Partnership has no exposure to foreign exchange rates, as all assets and liabilities are matched on a currency level.

Interest rate risk

Interest rate risk is the possibility that changes in interest rates will result in higher financing costs and/or reduced income from the Partnership's interest bearing financial assets and liabilities. The Partnership's interest rate risk arises from long term financial liabilities at fair value and borrowings. The Partnership mitigates interest rate risk by matching its financial assets at fair value and reverse repo interest rates with the interest rates on financial liabilities at fair value and borrowings from BBPLC.

The Partnership's interest rate risk and market risk is limited to the $10,004,981 exposure on cash held with Bank of New York Mellon.

17. RELATED PARTY TRANSACTIONS

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the party in making financial or operational decisions, or one other party controls both.

The definition of related parties includes parent company, ultimate parent company, subsidiary, associates and joint venture companies, as well as the Partnership's key management which includes its Members.
BBPLC is the controlling party. BCI is an affiliate of the Partnership. The Partnership acknowledges that administration services are provided by BBPLC. During the year there have been no other transactions with related parties other than transactions disclosed in the notes to the financial statements. All transactions are with related parties.

18. CAPITAL MANAGEMENT

The Partnership is required to operate within the risk management policies of BBPLC which include guidelines covering capital management. Both the capital management and risk management objectives and policies of BBPLC can be found in the financial statements of BBPLC. The financial statements of BBPLC are available from the Barclays Corporate Secretariat, 1 Churchill Place, London E14 5HP.

The Partnership regards as capital its equity reported in the Statement of Financial Position. Total equity for year ended 31 December 2022 is $10,004,981 (2021: $10,004,935).

REGISTERED NUMBER IN ENGLAND AND WALES: OC359024

BARCLAYS CCP FUNDING LLP

Members' Annual Report and Financial Statements
For the year ended 31 December 2023

Index

Barclays CCP Funding LLP
Members' Annual Report
For the year ended 31 December 2023

Barclays Bank PLC and Barclays Shea Limited (each a 'Member' or together the 'Members') present their Annual Report together with the audited financial statements of Barclays CCP Funding LLP ('LLP') for the year ended 31 December 2023.

Results

During the year ended 31 December 2023, the LLP made a Profit of $5,027 (2022: Profit $23). The LLP has net assets of $10,009,987 (2022: $10,004,981).

Post Balance sheet events:

There has not been any item, transaction or event of a material and unusual nature likely, in the opinion of the Members, to significantly affect the operations of the LLP, the result of those operations, or the state of affairs, in future financial years.

Members

The LLP was formed under a Limited Liability Partnership deed (the 'LLP Deed') entered into on 18 November 2010 between:

1) Barclays Bank PLC; and
2) Barclays Shea Limited

The Members act as the Designated Members of the LLP. In accordance with the terms of the LLP Deed, the LLP is managed by a LLP Management Committee which is comprised of individual representatives of Barclays Bank PLC, as follows:

Andrew Diplock (Resigned on 22nd September 2023)
Mark Richter
David Skingle
Richard Strudwick (Resigned on 22nd September 2023)
Emma Pape

and of individual representatives of Barclays Shea Limited as follows:

Andrew Diplock (Resigned on 22nd September 2023)
David Skingle
Richard Strudwick (Resigned on 22nd September 2023)
Emma Pape
Paivi Helena Whitaker
Peter Joyce

Going concern

After reviewing the LLP's business activities, financial position, capital, factors likely to affect its future development and performance, and its objectives and policies in managing the financial risks to which it is exposed, for at least the next 12 months from the date of signing these financial statements the LLP may be reliant on Barclays Bank PLC to meet its liabilities as they fall due for that period. Barclays Bank PLC has indicated its intention to continue to make available funds as needed by the LLP for the period covered by the projection. Therefore, the Members are satisfied that the LLP has adequate access to resources to enable it to meet its obligations and to continue in operational existence for the foreseeable future.

As with any LLP placing reliance on other group entities for financial support, the Members acknowledge that there can be no certainty that this support will continue although, at the date of approval of these financial statements, they have no reason to believe that it will not do so. It should also be noted that the dual recourse nature of the notes the LLP supports, via the LLP Undertaking, means that Barclays Bank PLC has an explicit payment obligation as the Issuer of the notes. Based on these indications, the Members have adopted the going concern basis in preparing these financial statements.

Statement of Members' responsibilities in respect of the financial statements

The Members are responsible for preparing the Members' Annual Report and the financial statements in accordance with applicable laws and regulations.

The Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 require the Members to prepare financial statements for each financial year. Under that law the Members have elected to prepare the financial statements in accordance with UK-adopted International Accounting Standards and applicable law.

Under Regulation 8 of the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008 the Members must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the LLP and of its profit or loss for that period. In preparing these financial statements, the Members are required to;

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- State whether they have been prepared in accordance with UK-adopted international accounting standards;
- assess the LLP's ability to continue as a going concern, disclosing, as applicable, matters related to going concern; and
- use the going concern basis of accounting unless they either intend to liquidate the LLP or to cease operations, or have no realistic alternative but to do so.

Under Regulation 6 of the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008, the Members are responsible for keeping adequate accounting records that are sufficient to show and explain the LLP's transactions and disclose with reasonable accuracy at any time the financial position of the LLP and enable them to ensure that its financial statements comply with those regulations. They are responsible for such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error, and have general responsibility for taking such steps as are reasonably open to them to safeguard the assets of the LLP and to prevent and detect fraud and other irregularities.

Financial Risk Management

The LLP follows Barclays Bank PLC's financial risk management objectives and policies including the policy for hedging the exposure to liquidity risk, credit risk, market risk and interest rate risk and these are set out in pages 23-27 of the financial statements.

The LLP's activities are exposed to a variety of financial risks. The LLP is required to follow the requirements of the Barclays Group ("The Group") risk management policies, which include specific guidelines on the management of foreign exchange, interest rate and credit risks, and advice on the use of financial instruments to manage them. The main financial risks that the LLP is exposed to are outlined in Note 16.

Independent Auditor

Pursuant to Section 487 of the Companies Act 2006, the auditor will be deemed to be reappointed and KPMG LLP will therefore continue in office.

Statement of disclosure of information to Auditor

Each Member confirms that, so far as they are aware, there is no relevant audit information of which the LLP's auditor is unaware and that each of the Members has taken all the steps that they ought to have taken as a Member to make themselves aware of any relevant audit information and to establish that the LLP's auditor is aware of that information.

For and on behalf of:
Barclays CCP Funding LLP

Name: Mark Richter
Authorised representative of Barclays Bank PLC
Designated Member
Date: 19th September 2024
Registered No: OC359024

The Members present their Strategic Report for the LLP for the year ended 31 December 2023.

Review and principal activities

The principal activity of the LLP is to provide funding to the LLP's affiliates and subsidiaries of Barclays Bank PLC. Barclays Bank PLC raises funds by way of issuing Collateralized Notes and in certain circumstances co-issued by Barclays US CCP Funding LLC to investors and then lends the issuance proceeds to the LLP, which enters into market standard reverse repurchase agreements with its affiliates and Members.

Business performance

The LLP's business performance during the year ended 31 December 2023 is detailed on Page 1 of the Members' Report.

Future outlook

No significant change in this activity is envisaged in the foreseeable future and the Members expect the LLP's future performance to be in line with the current year.

The Members have reviewed the LLP's business and performance and consider it to be satisfactory for the year. The Members consider that the LLP's position at the end of the year is consistent with the size and complexity of the business.

Principal risks and uncertainties

The LLP's activities expose it to a variety of risks as set out in Note 16 of the financial statements. The Members devotes considerable resources to maintain effective controls to manage, measure and mitigate each of these risks, and regularly reviews its risk management procedures and systems to ensure that they continue to meet the needs of the business.

Risks are identified and overseen in accordance with the Barclays Group Enterprise Risk Management Framework ("ERMF"), which supports the business in its aim to embed effective risk management and a strong risk management culture.

The ERMF governs the way in which risk is identified and managed. The management of risk is then embedded into each level of the business, with all colleagues being responsible for identifying and controlling risk.

In 2023, the Conduct risk Principal risk was renamed 'Compliance risk' and now incorporates Conduct risk as well as risks from a failure to comply with laws, rules and regulations applicable to the LLP.

The ERMF defines nine principal risks as:

- Credit risk
- Market risk
- Treasury and capital risk
- Climate risk
- Operational risk
- Model risk
- Compliance risk
- Reputation risk
- Legal risk

Risk appetite defines the level of risk we are prepared to accept across the different risk types, taking into consideration varying levels of financial and operational stress. Risk appetite is key to our decision-making processes, including ongoing business planning and setting of strategy, new product approvals and business change initiatives.

During 2023, the Barclays Group, including the LLP, ran a stress test to assess its capital adequacy and resilience under a severe but plausible macroeconomic scenario. This stress test targeted risks such as inflation, financial stress and a shock on demand; with terminal low rates set to test the Barclays Group's vulnerabilities through NII ('Net Interest Income') margin compression. The stress test outcome for macroeconomic tests assesses full financial performance over the horizon of the scenario in terms of profitability, capital, liquidity and leverage to ensure the Barclays Group remains viable. In addition to a macroeconomic internal stress test, a climate internal stress test was run this year. The exercise confirmed that the Barclays Group is financially resilient to climate risks.

The geopolitical tensions are not expected to have a material impact on the LLP's principal risks or the outlook/revenues and cash flows of the LLP.

For and on behalf of:
Barclays CCP Funding LLP

Name: Mark Richter
Authorised representative of Barclays Bank PLC
Designated Member
Date: 19th September 2024
Registered No : OC359024

Opinion

We have audited the financial statements of Barclays CCP Funding LLP ("the LLP") for the year ended 31 December 2023 which comprise the Income Statement, Statement of Financial Position, Statement of Changes in Equity and Statement of Cash Flows, and related notes, including the accounting policies in note 2.

In our opinion the financial statements:

give a true and fair view of the state of the LLP's affairs as at 31 December 2023 and of its profit for the year then ended;

have been properly prepared in accordance with UK-adopted international accounting standards; and

have been prepared in accordance with the requirements of the Companies Act 2006 as applied to limited liability partnerships by the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) ("ISAs (UK)") and applicable law. Our responsibilities are described below. We have fulfilled our ethical responsibilities under, and are independent of the LLP in accordance with, UK ethical requirements including the FRC Ethical Standard. We believe that the audit evidence we have obtained is a sufficient and appropriate basis for our opinion.

Going concern

The members have prepared the financial statements on the going concern basis as they do not intend to liquidate the LLP or to cease its operations, and as they have concluded that the LLP's financial position means that this is realistic. They have also concluded that there are no material uncertainties that could have cast significant doubt over its ability to continue as a going concern for at least a year from the date of approval of the financial statements ("the going concern period").

In our evaluation of the members' conclusions, we considered the inherent risks to the LLP's business model and analysed how those risks might affect the LLP's financial resources or ability to continue operations over the going concern period.

Our conclusions based on this work:

we consider that the members' use of the going concern basis of accounting in the preparation of the financial statements is appropriate;

we have not identified, and concur with the members' assessment that there is not, a material uncertainty related to events or conditions that, individually or collectively, may cast significant doubt on the LLP's ability to continue as a going concern for the going concern period.

However, as we cannot predict all future events or conditions and as subsequent events may result in outcomes that are inconsistent with judgements that were reasonable at the time they were made, the above conclusions are not a guarantee that the LLP will continue in operation.

Fraud and breaches of laws and regulations – ability to detect

Identifying and responding to risks of material misstatement due to fraud

To identify risks of material misstatement due to fraud ("fraud risks") we assessed events or conditions that could indicate an incentive or pressure to commit fraud or provide an opportunity to commit fraud. Our risk assessment procedures included:

Enquiring of members as to the Barclays Group's high level policies and procedures to prevent and detect fraud, as well as whether they have knowledge of any actual, suspected, or alleged fraud.

Reading Committee minutes.

Using analytical procedures to identify any unusual or unexpected relationships.

As required by auditing standards, we perform procedures to address the risk of management override of controls, in particular the risk that management may be in a position to make inappropriate accounting entries. On this audit we do not believe there is a fraud risk related to revenue recognition because revenue is straightforward with no judgement involved in the calculation.

We did not identify any additional fraud risks.
We also performed procedures including identifying journal entries to test based on risk criteria and comparing the identified entries to supporting documentation. These included those posted by high-risk senior individuals those posted that contain high-risk key words in their descriptions, and those posted without a User ID.

Identifying and responding to risks of material misstatement related to compliance with laws and regulations

We identified areas of laws and regulations that could reasonably be expected to have a material effect on the financial statements from our general commercial and sector experience, through discussion with the members and other management (as required by auditing standards) and discussed with the members and other management the policies and procedures regarding compliance with laws and regulations.

Firstly, the LLP is subject to laws and regulations that directly affect the financial statements including financial reporting legislation (including the related LLP's legislation) and distributable profits legislation, and we assessed the extent of compliance with these laws and regulations as part of our procedures on the related financial statement items.

Secondly, whilst the LLP is subject to other laws and regulations, we did not identify any others where the consequences of non-compliance could have a material effect on amounts or disclosures in the financial statements. Auditing standards limit the required audit procedures to identify non-compliance with these laws and regulations to enquiry of the members and other management and inspection of regulatory and legal correspondence, if any. Therefore, if a breach of operational regulations is not disclosed to us or evident from relevant correspondence, an audit will not detect that breach.

Context of the ability of the audit to detect fraud or breaches of law or regulation

Owing to the inherent limitations of an audit, there is an unavoidable risk that we may not have detected some material misstatements in the financial statements, even though we have properly planned and performed our audit in accordance with auditing standards. For example, the further removed non-compliance with laws and regulations is from the events and transactions reflected in the financial statements, the less likely the inherently limited procedures required by auditing standards would identify it.

In addition, as with any audit, there remained a higher risk of non-detection of fraud, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls. Our audit procedures are designed to detect material misstatement. We are not responsible for preventing non-compliance or fraud and cannot be expected to detect non-compliance with all laws and regulations.

Other information

The members are responsible for the other information, which comprises the Members' Annual report and the Strategic Report. Our opinion on the financial statements does not cover the other information and accordingly, we do not express an audit opinion or any form of assurance conclusion thereon.

Our responsibility is to read the other information and, in doing so, consider whether, based on our financial statements audit work, the information therein is materially misstated or inconsistent with the financial statements or our audit knowledge. Based solely on that work:

we have not identified material misstatements in the other information;

in our opinion the information given in Members' Annual Report and the Strategic Report for the financial year is consistent with the financial statements; and

in our opinion those reports have been prepared in accordance with the Companies Act 2006.

Matters on which we are required to report by exception

Under the Companies Act 2006, we are required to report to you if, in our opinion:

adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or

the financial statements are not in agreement with the accounting records and returns; or

certain disclosures of directors' remuneration specified by law are not made; or

we have not received all the information and explanations we require for our audit.

We have nothing to report in these respects.

Members' responsibilities

As explained more fully in their statement set out on page 4, the members are responsible for: the preparation of the financial statements and for being satisfied that they give a true and fair view; such internal control as they determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; assessing the LLP's ability to continue as a going concern, disclosing, as applicable, matters related to going concern; and using the going concern basis of accounting unless they either intend to liquidate the LLP or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue our opinion in an auditor's report. Reasonable assurance is a high level of assurance, but does not guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

A fuller description of our responsibilities is provided on the FRC's website at www.frc.org.uk/auditorsresponsibilities.

The purpose of our audit work and to whom we owe our responsibilities

This report is made solely to the LLP's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006, as required by Regulation 39 of the Limited Liability Partnerships (Accounts and Audit) (Applications of Companies Act 2006) Regulations 2008. Our audit work has been undertaken so that we might state to the LLP's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the LLP and the LLP's members, as a body, for our audit work, for this report, or for the opinions we have formed.

Satish Iyer (Senior Statutory Auditor)
for and on behalf of KPMG LLP, Statutory Auditor
Chartered Accountants
15 Canada Square
London
E14 5GL
19 September 2024

Barclays CCP Funding LLP
Income Statement
For the year ended 31 December 2023

	Note	2023	2022
		$'000	$'000
Continuing operations:			
Interest Income	3	254,066	48,923
Interest Expense	4	(254,061)	(48,923)
Net interest income		5	-
Net trading income	5	-	-
Net income		**5**	**-**
Result on ordinary activities before taxation		5	-
Taxation		-	-
Result for the year		**5**	**-**

The result for the year is derived from continuing activities. All recognised income and expenses have been reported in the income statement, hence no statement of comprehensive income has been included in the financial statements.

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

Barclays CCP Funding LLP
Statement of Financial Position as at 31 December 2023

	Note	2023	2022
Assets		**$'000**	**$'000**
Cash and Cash Equivalents	9	10,010	10,005
Financial Assets at Fair Value	10	22,145,605	19,106,551
Reverse Repurchase Agreement	11	11,778,126	11,481,150
Total Assets		**33,933,741**	**30,597,706**
Liabilities			
Financial Liabilities at Fair Value	12	22,145,605	19,106,551
Borrowings	13	11,778,126	11,481,150
Total Liabilities		**33,923,731**	**30,587,701**
Net assets attributable to Members			
Members' Capital	14	10,000	10,000
Retained Earnings		10	5
Total Member's Equity		**10,010**	**10,005**

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

The statement of Financial Position has been presented using the liquidity-based approach of presentation. Please refer to Note 2(a) describing the approach and the rationale for using this approach.

The financial statements were approved by the Members and authorised for issue and were signed on behalf of the Members by:

Mark Richter
Authorised representative for Barclays Bank PLC
Designated Member
Date: 19th September 2024
Registered No: OC359024

Barclays CCP Funding LLP
STATEMENT OF CHANGES IN EQUITY
For the year ended 31 December 2023

	Members' capital	Retained earnings	Total Members' equity
	$'000	$'000	$'000
Balance at 1 January 2023	10,000	5	10,005
Issuance of Members' capital	-	-	-
Profit for the year	-	5	5
Balance at 31 December 2023	**10,000**	**10**	**10,010**

	Members' capital	Retained earnings	Total Members' equity
	$'000	$'000	$'000
Balance at 1 January 2022	10,000	5	10,005
Issuance of Members' capital	-	-	-
Profit for the year	-	-	-
Balance at 31 December 2022	**10,000**	**5**	**10,005**

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

Barclays CCP Funding LLP

STATEMENT OF CASH FLOWS

For the year ended 31 December 2023

	Note	**2023**	**2022**
		$'000	$'000
Statement of Cash flows			
Profit before Taxation		5	-
Net decrease/(increase) in financial assets at fair value through the income statement		(3,039,054)	1,498,693
Net decrease/(increase) in reverse repurchase agreements		(296,976)	941,218
Net (decrease)/ increase in financial liabilities at fair value through the income statement		3,039,054	(1,498,693)
Net (decrease)/ increase in borrowings		296,976	(941,218)
Net increase in cash and cash Equivalents		5	-
Cash and cash equivalents at 1 January		10,005	10,005
Cash and cash equivalents at 31 December		**10,010**	**10,005**
Cash and cash equivalents comprise:			
Cash at bank	9	10,010	10,005

The accompanying notes from pages 15 to 27 form an integral part of these financial statements.

1. REPORTING ENTITY

Barclays CCP Funding LLP is a limited liability partnership formed and domiciled in England and Wales. The LLP's registered office is 1 Churchill Place, London, E14 5HP.The financial statements are prepared for Barclays CCP Funding LLP and are prepared for the LLP only in line with the Companies Act 2006 as applied to limited liability partnerships in accordance with the Limited Liability Partnerships (Accounts and Audit) (Application of Companies Act 2006) Regulations 2008. The Members of the LLP are Barclays Bank PLC ('BBPLC') and Barclays Shea Limited, a wholly owned subsidiary of BBPLC. The parent undertaking of the smallest group that presents consolidated financial statements is Barclays Bank PLC and the ultimate holding company and the parent undertaking of the largest group that presents group financial statements is Barclays PLC, both of which prepare consolidated financial statements in accordance with a) UK-adopted international accounting standards; Barclays Capital Inc. ('BCI') and Barclays Capital Securities Limited ('BCSL') act as the LLP's affiliates and are subsidiaries of BBPLC. The principal activity of the LLP is to provide funding to the LLP's affiliates and subsidiaries of BBPLC. BBPLC raises funds by way of issuing Collateralized Notes and in certain circumstances co-issued Collateralized Notes with Barclays US CCP Funding LLC to investors and then lends the issuance proceeds to the LLP, which enters into market standard reverse repurchase agreements with its affiliates and Members.

2. BASIS OF PREPARATION

The financial statements have been prepared in accordance with UK-adopted international accounting standards. The principal accounting policies applied in the preparation of the financial statements are set out below, and in the relevant notes to the financial statements. These policies have been consistently applied.

(a) Basis of Measurement

The financial statements have been prepared on a going concern basis under the historical cost convention modified to include the fair valuation of certain financial instruments to the extent required or permitted under IFRS 9, as set out in the relevant accounting policies. They are presented in thousands of US dollars, which is the LLP's functional and presentation currency.

The preparation of financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise judgement in the process of applying the accounting policies.

After reviewing the LLP's business activities, financial position, capital, factors likely to affect its future development and performance, and its objectives and policies in managing the financial risks to which it is exposed, for at least the next 12 months from the date of signing these financial statements, the LLP may be reliant on Barclays Bank PLC to meet its liabilities as they fall due for that period. Barclays Bank PLC has indicated its intention to continue to make available funds as needed by the LLP for the period covered by the projections. Therefore, the Members are satisfied that the LLP has adequate access to resources to enable it to meet its obligations and to continue in operational existence for the foreseeable future.

As with any LLP placing reliance on other group entities for financial support, the Members acknowledge that there can be no certainty that this support will continue although, at the date of approval of these financial statements, they have no reason to believe that it will not do so. It should also be noted that the dual recourse nature of the notes the LLP supports, via the LLP Undertaking, means that Barclays Bank PLC has an explicit payment obligation as the Issuer of the notes. Based on these indications, the Members have adopted the going concern basis in preparing these financial statements

The statement of Financial Position has been presented using the liquidity-based approach of presentation. Using this approach results in a more faithful representation given the existence of early put/call option (Note 16) which could result in the settlement of financial assets and liabilities before their scheduled maturity dates.

(b) New and amended standards

i). New standards, interpretations and amendments effective from 1 January 2023

There are no new or amended standards that have had a material impact on the LLP's accounting policies.

ii) New standards, interpretations and amendments not yet effective

There are no new or amended standards that are expected to have a material impact on the LLP's accounting policies.

(c) Foreign Currency Translation

Transactions in foreign currencies are translated into US dollars at the rate ruling on the date of the transaction. Foreign currency monetary balances are translated into US dollars at the period end exchange rates. Exchange gains and losses on such balances are taken to the Statement of Profit or Loss and Other Comprehensive Income.

(d) Interest

Interest income on Reverse Repos at amortised cost, and interest expense on borrowings, are calculated using the effective interest method which allocates interest, and direct and incremental fees and costs, over the expected Life of the assets and liabilities.

The effective interest method requires the LLP to estimate future cash flows, in some cases based on its experience of customers of Group affiliates' behaviour, considering all contractual terms of the financial instrument, as well as the expected lives of the assets and liabilities.

(e) Cash and cash equivalents

For the purposes of the cash flow statement, cash comprises cash in hand, demand deposits and cash equivalents. Cash equivalents comprise highly liquid investments that are convertible into cash with an insignificant risk of changes in value with original maturities of less than three months. Trading balances are not considered to be part of cash equivalents.

(f) Financial assets and liabilities

The LLP applies IFRS 9 Financial Instruments to the recognition, classification and measurement, and de-recognition of financial assets and financial liabilities.

Recognition

The LLP recognises financial assets and liabilities when it becomes a party to the terms of the contract. Trade date or settlement date accounting is applied depending on the classification of the financial asset.

Classification and measurement

Financial assets are classified on the basis of two criteria:

i) the business model within which financial assets are managed; and
ii) their contractual cash flow characteristics (whether the cash flows represent 'solely payments of principal and interest' (SPPI)).

The LLP assesses the business model criteria at a portfolio level. Information that is considered in determining the applicable business model includes:

i) policies and objectives for the relevant portfolio,
ii) how the performance and risks of the portfolio are managed, evaluated and reported to management, and
iii) the frequency, volume and timing of sales in prior periods, sales expectation for future periods, and the reasons for such sales.

The contractual cash flow characteristics of financial assets are assessed with reference to whether the cash flows represent SPPI. Terms that could change the contractual cash flows so that it would not meet the condition for SPPI are considered, including: (i) contingent and leverage features, (ii) non-recourse arrangements, (iii) features that could modify the time value of money, and (iv) Social, Environmental and Sustainability-linked features. Terms with de-minimis impact do not preclude cash flows from representing SPPI.

Financial assets and Liabilities measured at amortised cost

Financial assets are measured at amortised cost if they are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows, and their contractual cash flows represent SPPI. Financial liabilities are held at amortised cost except for those held for trading or designated at fair value through profit or loss.

Financial assets will be measured at fair value through other comprehensive income

If they are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets, and their contractual cash flows represent solely payments of principal and interest.

Financial instruments at fair value through profit or loss

All financial assets not classified as measured at amortised cost or fair value through other comprehensive income, as described above are measured at *fair value through profit or loss (FVTPL)*.

A financial liability is classified as FVTPL if it is classified as held-for-trading, it is a derivative or it is designated as such. on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognised in profit or loss.

Subsequent changes in fair value for these instruments are recognised in the Statement of Profit or Loss and Other Comprehensive Income in net investment income, except if reporting it in trading income reduces an accounting. mismatch.

Accounting for financial assets mandatorily at fair value through profit or loss

Financial assets are held at fair value through profit or loss if they do not contain contractual terms that give rise on specified dates to cash flows that are SPPI, or if the financial asset is not held in a business model that is either (i) a

business model to collect the contractual cash flows or (ii) a business model that is achieved by both collecting contractual cash flows and selling. Subsequent changes in fair value for these instruments are recognised in the income statement in net investment income, except if reporting it in trading income reduces an accounting mismatch.

Accounting for financial assets designated at fair value through Profit or loss

Financial assets, other than those held for trading, are classified in this category if they are so irrevocably designated at inception and the use of the designation removes or significantly reduces an accounting mismatch.

Subsequent changes in fair value are recognised in the Statement of Profit or Loss and Other Comprehensive Income in net investment income.

Determining fair value

Where the classification of a financial instrument requires it to be stated at fair value, this is determined by reference to the quoted market price in an active market wherever possible. Where no such active market exists for the particular asset, the LLP uses a valuation technique to arrive at the fair value, including the use of prices obtained in recent arms' length transactions, discounted cash flow analysis, option pricing models and other valuation techniques commonly used by market participants.

Accounting for financial assets at fair value through other comprehensive income (FVOCI)

Financial assets that are debt instruments held in a business model that is achieved by both collecting contractual cash flows and selling and that contain contractual terms that give rise on specified dates to cash flows that are SPPI are measured at FVOCI. They are subsequently remeasured at fair value and changes therein (except for those relating to impairment, interest income and foreign currency exchange gains and losses) are recognised in other comprehensive income until the assets are sold. Interest (calculated using the effective interest method) is recognised in the income statement in net interest income. Upon disposal, the cumulative gain or loss recognised in other comprehensive income is included in net investment income. In determining whether the business model is achieved by both collecting contractual cash flows and selling financial assets, it is determined that both collecting contractual cash flows and selling financial assets are integral to achieving the objective of the business model. The LLP will consider past sales and expectations about future sales to establish if the business model is achieved. For equity securities that are not held for trading, the LLP may make an irrevocable election on initial recognition to present subsequent changes in the fair value of the instrument in other comprehensive income (except for dividend income which is recognised in profit or loss). Gains or losses on the de-recognition of these equity securities are not transferred to profit or loss. These assets are also not subject to the impairment requirements and therefore no amounts are recycled to the income statement. Where the LLP has not made the irrevocable election to present subsequent changes in the fair value of the instrument in other comprehensive income, equity securities are measured at fair value through profit or loss.

Financial liabilities designated at fair value

In accordance with IFRS 9, financial liabilities may be designated at fair value, with gains and losses taken to the income statement within net trading income and net investment income. Movements in own credit are reported through other comprehensive income, unless the effects of changes in the liability's credit risk would create or enlarge an accounting mismatch in P&L. In these scenarios, all gains and losses on that liability (including the effects of changes in the credit risk of the liability) are presented in P&L. On de-recognition of the financial liability no amount relating to own credit risk are recycled to the income statement. The LLP has the ability to make the fair value designation when holding the instruments at fair value reduces an accounting mismatch (caused by an offsetting liability or asset being held at fair value),or is managed by the LLP on the basis of its fair value, or includes terms that have substantive derivative characteristics.

Impairment of financial assets

ECL has not been recognised on intercompany Reverse Repo because it is deemed to be immaterial given that these balances are held short term.

The LLP is required to recognise expected credit losses (ECLs) based on unbiased forward-looking information for all financial assets at amortised cost, (Reverse Repurchase Agreements).

At the reporting date, an allowance is required for the 12 month ECLs. If the credit risk has significantly increased since initial recognition (Stage 2), or if the financial instrument is credit impaired (Stage 3) an allowance should be recognised for the lifetime ECLs.

The measurement of ECL is calculated using three main components: (i) probability of default (PD (ii) loss given default (LGD) and (iii) the exposure at default (EAD).

The 12 month ECL is calculated by multiplying the 12 month PD, LGD and the EAD. The 12 month and lifetime PDs represent the PD occurring over the next 12 months and the remaining maturity of the instrument respectively. The EAD represents the expected balance at default, taking into account the repayment of principal and interest from the Statement of Financial Position date to the default event together with any expected drawdowns of committed facilities. The LGD represents expected losses on the EAD given the event of default, taking into account, among other attributes, the mitigating effect of collateral value at the time it is expected to be realised and the time value of money

The LLP also considers observable data indicating that there is a measurable decrease in the estimated future cash flows from a portfolio of assets since the initial recognition of those assets, although the decrease cannot yet be identified with the individual financial assets in the portfolio, arising from adverse changes in the payment status of borrowers in the portfolio and national or local economic conditions that correlate with defaults on assets in the portfolio.

Any potential ECL from the consideration of observable data on a portfolio basis is recognised by the LLP. The potential ECL to the LLP is deemed immaterial due to the LLP's exposure being only Reverse Repurchase Agreements and cash & cash equivalents.

Valuation technique

Where the classification of a financial instrument requires it to be stated at fair value, this is determined by discounted cash flows, in which all significant inputs are observable, or can be corroborated by observable market data.

De-recognition

The LLP derecognises a financial asset, or a portion of a financial asset, from its Statement of Financial Position where the contractual rights to cash flows from the asset have expired, or have been transferred, usually by sale, and with them either substantially all the risks and rewards of the asset or significant risks and rewards, along with the unconditional ability to sell or pledge the asset.

Financial liabilities are derecognised when the liability has been settled, has expired or has been extinguished. An exchange of an existing financial liability for a new liability with the same lender on substantially different terms – generally a difference of 10% or more in the present value of the cash flows or a substantive qualitative amendment – is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability.

Transactions in which the LLP transfers assets and liabilities, portions of them, or financial risks associated with them can be complex and it may not be obvious whether substantially all of the risks and rewards have been transferred. It is often necessary to perform a quantitative analysis. Such an analysis compares the Group's exposure to variability in asset cash flows before the transfer with its retained exposure after the transfer.

A cash flow analysis of this nature may require judgement. In particular, it is necessary to estimate the asset's expected future cash flows as well as potential variability around this expectation. The method of estimating expected future cash flows depends on the nature of the asset, with market and market-implied data used to the greatest extent possible. The potential variability around this expectation is typically determined by stressing underlying parameters to create reasonable alternative upside and downside scenarios. Probabilities are then assigned to each scenario. Stressed parameters may include default rates, loss severity, or prepayment rates

Valuation process

The LLP relies on the valuation process and methodologies of BBPLC.

(g) Borrowings

Borrowings are initially recognised at fair value including direct and incremental transaction cost. They are subsequently measured at amortised cost. Borrowings are derecognised when extinguished.

(h) Guarantees

Financial guarantees are initially recognised in the financial statements at fair value on the date that the guarantee was provided. Subsequent to initial recognition, such guarantees are measured at the higher of the initial measurement less any amortisation of fee income recognised in the income statement over the period, and the best estimate of the expenditure required to settle any financial liability arising as a result of the obligation at the statement of financial position date.

(i) Members' capital

Members' capital classified as equity, provided that there is no present obligation to deliver cash or another financial asset to the holder, is shown in called up Members' capital. The capital contributions in cash made or deemed to be made by BBPLC from time to time shall be credited to its separate capital account ledger and any capital distribution will be debited to its capital account ledger.

(j) Members' capital distributions

Members' capital distributions are recognised in the period in which they are paid or, if earlier, approved by the LLP's Members.

(k) Taxation

For UK purposes, the LLP is treated as being tax transparent. The LLP is not therefore separately taxable, as all income of the LLP flows through to each individual Member.

3. INTEREST INCOME

	2023	2022
	$'000	$'000
Interest income from affiliates and Member	254,066	48,923
	254,066	48,923

4. INTEREST EXPENSE

	2023	2022
	$'000	$'000
Interest expense to Member	(254,061)	(48,923)
	(254,061)	(48,923)

5. NET TRADING INCOME

Included within net trading income were gains of $1,266,964,818 (2022: $332,285,129) on financial assets at fair value and losses of $1,266,964,910 (2022: $332,285,115) on financial liabilities at fair value.

6. AUDIT FEE FOR LLP

The audit fee is borne by BCI, the LLP's affiliate. The fee for auditing the financial statements of the LLP amounts to $25,741 (2022: $22,735). This fee is paid by an affiliate and is not recognised as an expense in the financial statements.

7. STAFF COSTS

There were no employees employed by the LLP during 2023 (2022: Nil).

8. GUARANTEES

The LLP has provided a guarantee over the obligations of BBPLC under the Collateralised Commercial Paper issued via a LLP undertaking. If BBPLC was to default to investors, under the terms of the guarantee, investors would have recourse to the LLP's investment in its financial assets at fair value, which is collateralised by securities. Recourse under the LLP undertaking is limited only to the Collateral expressed in the Security Agreement to the respective class held by such Noteholders.

9. CASH AND CASH EQUIVALENTS

Cash and Cash equivalents of $10,010,079 (2022: $10,004,981) relates to cash held with Bank of New York Mellon. Carrying value of cash equivalents approximates their fair value.

10. FINANCIAL ASSETS AT FAIR VALUE

	2023 $'000	2022 $'000
Affiliates	-	-
Member	22,145,605	19,106,551
	22,145,605	**19,106,551**

Financial assets at fair value represents reverse repurchase agreements as a result of the assessment of the business model which is classified as other than 'Hold to collect'. The balances are subsequently measured on a fair value basis rather than amortised cost.

The LLP has financial assets at fair value with its Member (BBPLC). The fair value of the collateral pledged to the LLP under financial assets at fair value is $23,139,441,625 (2022: $20,411,359,293).

Financial assets at fair value are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

11. REVERSE REPURCHASE AGREEMENTS

	2023 $'000	2022 $'000
Affiliates	-	-
Member	11,778,126	11,481,150
	11,778,126	**11,481,150**

Reverse Repurchase Agreements are measured at amortised cost as they are held within a business model whose objective is to hold financial assets in order to collect contractual cash flows, and their contractual cash flows represent solely payments of principal and interest.

The LLP has reverse repurchase agreements with its affiliate (BCI) and its Member (BBPLC). The fair value of the collateral pledged to the LLP under the reverse repurchase agreements is $12,459,811,663 (2022: $12,165,651,117)

Reverse repurchase agreements, which are measured at amortised cost, are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

The carrying value of these Reverse Repurchase Agreements as at 31st December 2023 approximates fair value.

12. FINANCIAL LIABILITIES AT FAIR VALUE

	2023 $'000	2022 $'000
Amounts due to Member	22,145,605	19,106,551
	22,145,605	**19,106,551**

Financial liabilities at fair value represents borrowings that have been designated at fair value to better align to the way business manages the portfolio's risk and performance. Any effect of re-measurement of such liabilities is taken to the income statement.

Financial liabilities at fair value are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

Additional details in respect of the LLP's financial liabilities at fair value are detailed in Note 16.

13. BORROWINGS

	2023	2022
	$'000	$'000
Amounts due to Member	11,778,126	11,481,150
	11,778,126	11,481,150

Borrowings, which are measured at amortised cost, are classified as Level 2 in the fair value hierarchy as their valuation incorporates significant inputs that are based on observable market data.

The carrying value of these Borrowings as at 31st December 2023 approximates fair value.

Additional details in respect of the LLP's borrowings are detailed in Note 16.

14. MEMBERS' CAPITAL

	2023	2022
	$'000	$'000
Balance at 1 January	10,000	10,000
Issuance of Members' capital	-	-
Balance at 31 December	**10,000**	**10,000**

15. PARENT UNDERTAKING AND ULTIMATE HOLDING COMPANY

The Members of the LLP are Barclays Bank PLC ('BBPLC') and Barclays Shea Limited, a wholly owned subsidiary of BBPLC, and therefore the ultimate parent of the LLP is Barclays PLC. The parent undertaking of the smallest group that presents consolidated financial statements is BBPLC. Both the LLP and BBPLC are incorporated in England and Wales and registered in England. The statutory financial statements of Barclays Bank PLC are available from Barclays Corporate Secretariat, 1 Churchill Place London E14 5HP.

16. FINANCIAL RISKS

The LLP's activities expose it to a variety of financial risks. These are liquidity risk, credit risk and market risk (which includes foreign currency risk, interest rate risk and price risk). Consequently, BBPLC devotes considerable resources to maintain effective controls to manage measure and mitigate each of these risks, and regularly reviews its risk management procedures and systems to ensure that they continue to meet the needs of the business.

Liquidity risk

This is the risk that the LLP's cash and committed facilities may be insufficient to meet its debts as they fall due. The financial liabilities at fair value and borrowings of the LLP are matched to the maturities of the LLP's financial assets at fair value and reverse repurchase agreements. The LLP has the financial support from BBPLC, to ensure the LLP has sufficient available funds for operations.

The table below presents the payment profile of the financial assets and liabilities taking contractual maturities and potential early redemption into account where this option is available at the statement of financial position date.

		2023
	Financial liabilities at fair value	**Borrowings**
Financial liabilities repayable:	**$'000**	**$'000**
Not more than three months	(12,648,950)	(3,857,426)
Over three months but not more than six months	(6,233,701)	(732,193)
Over six months but not more than one year	(2,804,292)	(913,440)
Over one year but not more than two years	(458,662)	(5,935,662)
Over two years but not more than three years	-	(339,405)
Grand Total	**(22,145,605)**	**(11,778,126)**

		2022
	Financial liabilities at fair value	**Borrowings**
Financial liabilities repayable:	**$'000**	**$'000**
Not more than three months	(14,126,282)	(3,970,547)
Over three months but not more than six months	(2,586,064)	(723,049)
Over six months but not more than one year	(2,128,141)	(2,362,155)
Over one year but not more than two years	(100,948)	-
Over two years but not more than three years	(165,116)	(4,425,399)
Grand Total	**(19,106,551)**	**(11,481,150)**

Credit Risk

Credit risk is the risk of suffering financial loss, should any of the LLP's customers of Group affiliates fail to fulfil their contractual obligations to the LLP. The LLP manages its credit risk by entering into collateral lending with entities within the Barclays Group.

The LLP's maximum exposure to credit risk is detailed in the table below. The exposure reported in the table represents the gross receivable amounts, which may not be the fair value. The exposure is reported gross and does not include any collateral or other credit risk mitigants which reduce the LLP's exposure. The exposure by industry type relates to the financial institutions.

				2023
	Cash Equivalents	**Financial assets at fair value**	**Reverse repurchase agreements**	**Total**
	$'000	**$'000**	**$'000**	**$'000**
Banks and Other Financial Institutions	10,010	22,145,605	11,778,126	33,933,741

				2022
	Cash Equivalents	**Financial assets at fair value**	**Reverse repurchase agreements**	**Total**
	$'000	**$'000**	$'000	**$'000**
Banks and Other Financial Institutions	10,005	19,106,551	11,481,150	30,597,706

Cash equivalents of $$10,010,079 relates to cash held with Bank of New York Mellon, and are considered under Stage 1 under IFRS 9. The LLP has credit risk on its cash and cash equivalents held with Bank of New York Mellon. No financial assets subject to credit risk are past due nor individually impaired. There is no expected significant credit loss as Bank of New York Mellon has a strong credit rating, the LLP considers the quality of the credit to be good.

Reverse Repurchase agreements of $11,778,126,431 relates to lending to BBPLC and Barclays Capital Inc. and are considered Stage 1 under IFRS 9. There is no expected significant credit loss as BBPLC and Barclays Capital Inc. has a strong credit rating and the LLP considers the quality of the credit to be good.

The funds are lent to the counterparties detailed as below:

				2023
Counterparty	**Credit Rating**	**Geographical location**	**Financial Assets at Fair Value**	**Reverse repurchase agreements**
			$'000	$'000
Barclays Capital Inc	Strong	US	-	-
Barclays Bank PLC	Strong	UK	22,145,605	11,778,126
Grand Total			**22,145,605**	**11,778,126**

				2022
Counterparty	**Credit Rating**	**Geographical location**	**Financial Assets at Fair Value**	**Reverse repurchase agreements**
			$'000	$'000
Barclays Capital Inc	Strong	US	-	-
Barclays Bank PLC	Strong	UK	19,106,551	11,481,150
Grand Total			**19,106,551**	**11,481,150**

Credit Rating description can be summarised as follows:

Strong: There is a very high likelihood of the asset being recovered in full. This includes Counterparty exposures with credit risk rating of BBB- and above by S&P.

Satisfactory: While there is a high likelihood that the asset will be recovered and therefore, of no cause for concern to the Group, the asset may not be collateralised, or may relate to retail facilities, such as credit card balances and unsecured loans, which have been classified as satisfactory, regardless of the fact that the output of internal grading models may have indicated a higher classification. At the lower end of this grade there are customers of Group affiliates that are being more carefully monitored, for example, corporate customers of Group affiliates which are indicating some evidence of deterioration, mortgages with a high loan to value, and unsecured retail loans operating outside normal product guidelines. This includes Counterparty exposures with credit risk rating of B to BB+ by S&P.

Higher risk: There is concern over the obligor's ability to make payments when due. However, these have not yet converted to actual delinquency. There may also be doubts over the value of collateral or security provided. However,

the borrower or counterparty is continuing to make payments when due and is expected to settle all outstanding amounts of principal and interest. This includes Counterparty exposures with credit risk rating of B- and below by S&P.

Collateral is held by the LLP as an important mitigant of credit risk, and the LLP has obtained collateral for the funds advanced. When collateral is deemed appropriate, the LLP accepts specific, agreed classes of collateral. The LLP monitors the fair value of securities purchased and sold under agreements to resell/repurchase on a daily basis, with additional collateral obtained or refunded as necessary.

The fair value of collateral held by the LLP is detailed below:

			2023
Nature of collateral:	**Financial Assets at Fair Value**	**Reverse Repurchase Agreement**	**Total**
	$'000	**$'000**	**$'000**
- Debt securities	14,917,134	10,099,155	25,016,289
- Equity securities	8,222,307	2,360,657	10,582,964
	23,139,441	**12,459,812**	**35,599,253**

			2022
Nature of collateral:	**Financial Assets at Fair Value**	**Reverse Repurchase Agreement**	**Total**
	$'000	**$'000**	**$'000**
- Debt securities	14,690,570	9,848,930	24,539,500
- Equity securities	5,720,789	2,316,722	8,037,511
	20,411,359	**12,165,652**	**32,577,011**

The collaterals were pledged to the LLP by BCI and BBPLC as securities for financial assets at fair value and reverse repurchase agreements from the LLP to BCI and BBPLC. The LLP can only seize the assets upon default of repayment of Reverse Repurchase agreements by BCI and BBPLC and otherwise has no right to sell or re-pledge the collateral.

Market Risk

Market risk is the risk that the LLP's earnings or capital, or its ability to meet business objectives will be adversely affected by changes in the level or volatility of market rates or prices such as equity prices, foreign exchange rates, and interest rates.

The LLP has no exposure to foreign exchange rates, as all assets and liabilities are matched on a currency level.

Interest rate risk

Interest rate risk is the possibility that changes in interest rates will result in higher financing costs and/or reduced income from the LLP's interest bearing financial assets and liabilities. The LLP's interest rate risk arises from long term financial liabilities at fair value and borrowings. The LLP mitigates interest rate risk by matching its financial assets at fair value and reverse repo interest rates with the interest rates on financial liabilities at fair value and borrowings from BBPLC.

The LLP's interest rate risk and market risk is limited to the $10,004,960 exposure on cash held with Bank of New York Mellon.

17. RELATED PARTY TRANSACTIONS

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the party in making financial or operational decisions, or one other party controls both.

The definition of related parties includes parent company, ultimate parent company, subsidiary, associates and joint venture companies, as well as the LLP's key management which includes its Members.

BBPLC is the controlling party. BCI is an affiliate of the LLP. The LLP acknowledges that administration services are provided by BBPLC. During the year there have been no other transactions with related parties other than transactions disclosed in the notes to the financial statements. All transactions are with related parties.

18. CAPITAL MANAGEMENT

The LLP is required to operate within the risk management policies of BBPLC which include guidelines covering capital management. Both the capital management and risk management objectives and policies of BBPLC can be found in the financial statements of BBPLC. The financial statements of BBPLC are available from the Barclays Corporate Secretariat, 1 Churchill Place, London E14 5HP and also in the website: https://home.barclays/investor-relations/reports-and-events/annual-reports/

The LLP regards as capital its equity reported in the Statement of Financial Position. Total equity for year ended 31 December 2023 is $10,009,987 (2022: $10,004,981).

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