



BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

BARCLAYS CAPITAL (CAYMAN) LIMITED

(Incorporated with limited liability in the Cayman Islands)

(Guaranteed by Barclays Bank PLC)

GLOBAL STRUCTURED SECURITIES PROGRAMME

This Supplement (the “**Supplement**”), to the Base Prospectus (the “**Base Prospectus**”) dated 6 August 2010, as supplemented from time to time which comprises a base prospectus, constitutes a supplementary prospectus for the purposes of Section 87G of the Financial Services and Markets Act 2000 (the “**FSMA**”) and is prepared in connection with the Global Structured Securities Programme (the “**Programme**”) established by Barclays Bank PLC (the “**Bank**”) and Barclays Capital (Cayman) Limited (“**BCCL**” and together with the Bank, the “**Issuers**”). Terms defined in the Base Prospectus have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus issued by the Issuers.

The Issuers and the Guarantor accept responsibility for the information contained in this Supplement. To the best of the knowledge of the Issuers and the Guarantor (having taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus.

An investor should be aware of its rights arising pursuant to Section 87Q(4) of the FSMA.

The purpose of this Supplement is to amend the Base Conditions and the other Product Annexes for the purpose of allowing the Bank to issue French Cleared Securities (as defined below). The following Clearing Annex shall be included in the Base Prospectus after the Finnish Securities Annex.

“FRENCH CLEARED SECURITIES ANNEX

Table of Contents

PART A – DESCRIPTION

Brief description of French Cleared Securities

PART B – INTERPRETATION

PART C – BASE CONDITIONS

1. Additional Terms and Conditions for French Cleared Securities

- 1.1 Amendments to Condition 1.1 of the Base Conditions
- 1.2 Amendments to Condition 1.2 of the Base Conditions
- 1.3 Amendments to Condition 1.4 of the Base Conditions
- 1.4 Amendments to Condition 5.2 of the Base Conditions
- 1.5 Amendments to Condition 5.3 of the Base Conditions
- 1.6 Amendments to Condition 6.3 of the Base Conditions
- 1.7 Amendments to Condition 6.4 of the Base Conditions
- 1.8 Amendments to Condition 6.6 of the Base Conditions
- 1.9 Amendments to Condition 7.1 of the Base Conditions
- 1.10 Amendments to Condition 7.2 of the Base Conditions
- 1.11 Amendments to Condition 7.3 of the Base Conditions
- 1.12 Amendments to Condition 10 of the Base Conditions
- 1.13 Amendments to Condition 16.1 of the Base Conditions
- 1.14 Amendments to Condition 16.3 of the Base Conditions

2. Definitions applicable to French Cleared Securities

PART D – EQUITY LINKED ANNEX

1. Additional Terms and Conditions for French Cleared Securities

- 1.1 Amendments to Condition 6.1 of the Additional Terms and Conditions for Equity Linked Securities
- 1.2 Amendments to Condition 6.2 of the Additional Terms and Conditions for Equity Linked Securities
- 1.3 Amendments to Condition 6.3 of the Additional Terms and Conditions for Equity Linked Securities
- 1.4 Amendments to Condition 6.4 of the Additional Terms and Conditions for Equity Linked Securities

2. Definition applicable to French Cleared Securities

3. Interpretation

PART A – DESCRIPTION

Brief description of French Cleared Securities

French cleared Securities are English law Bearer Securities that are Notes, Warrants or Certificates represented by Global Bearer Securities and in CGN Form (the “**French Cleared Securities**”).

French Cleared Securities will be deposited with Euroclear France acting as central depository and may be listed and admitted to trading on Euronext Paris as specified in the relevant Final Terms. French Cleared Securities will only be issued by the Bank.

Securities which are French Cleared Securities shall be identified as such in the applicable Final Terms.

PART B – INTERPRETATION

French Cleared Securities will only be issued by the Bank. BCCL will not issue French Cleared Securities. All references to the “Issuer”, “Issuers”, “relevant Issuer”, “an Issuer” or “any Issuer”, as the case may be, in the Base Prospectus shall be construed accordingly.

All references in the Base Prospectus and the Conditions for French Cleared Securities to the Issue and Paying Agent shall, unless otherwise specified in the applicable Final Terms, be to Barclays Bank PLC.

Any reference to the Paying Agent(s) shall, in respect of French Cleared Securities, include Barclays Bank PLC.

In respect of French Cleared Securities, all delivery of Entitlements will be effected by the Issue and Paying Agent. All references in the Product Annexes to such delivery being effected by the Issuer shall be construed accordingly. In respect of French Cleared Securities, all Delivery Entitlement Instructions shall be sent by the relevant Securityholder(s) to the Issue and Paying Agent. All references in the Product Annexes to such instructions being sent to the Issuer shall be construed accordingly.

All references in the Base Prospectus to Cleared Securities shall include the French Cleared Securities.

All references in the Base Prospectus to the Master Agency Agreement shall be construed as references to the Agency Agreement as defined in Section 2 of Part C – Base Conditions (*Definitions applicable to French Cleared Securities*).

Any references in the Conditions to Registered Securities, CREST Securities, CBF Securities, NGN Form shall not apply to French Cleared Securities.

PART C – BASE CONDITIONS

1 Additional Terms and Conditions for French Cleared Securities

*The terms and conditions applicable to French Cleared Securities shall comprise the Base Conditions and the additional terms and conditions set out below (the “**French Clearing Conditions**”), in each case subject to completion and/or amendment in the applicable Final Terms. In the event of any inconsistency between the Base Conditions and the French Clearing Conditions set out below, the French Clearing Conditions shall prevail. In the event of any inconsistency between (i) the Base Conditions and/or the French Clearing Conditions and (ii) the Final Terms, the Final Terms shall prevail. This French Cleared Securities Annex is a Clearing Annex and a Relevant Annex for the purposes of the Base Conditions and any Securities specified to be French Cleared Securities in the applicable Final Terms. Capitalised terms used herein but not otherwise defined shall have the meanings given to them in the Base Conditions or the applicable Final Terms.*

1.1 Amendments to Condition 1.1 of the Base Conditions

The following sentence shall be added at the end of Condition 1.1(a) of the Base Conditions (*Form – Form of Securities*):

“French Cleared Securities will be issued in bearer form as Bearer Securities.”

Condition 1.1(b) of the Base Conditions (*Form – Initial Issue of Global Securities*) shall be replaced with respect to French Cleared Securities by the following:

“In respect of French Cleared Securities, the Global Security will be deposited on or prior to the original issue date of the Tranche with Euroclear France as central depository. Such Securities will be in CGN form.

Upon the initial deposit of such Global Security with Euroclear France and payment of the relevant amount in respect of the subscribed Securities, the relevant nominal amount or number, as the case may be, of Securities will be credited to the account of Account Holders who have purchased the Securities and/or to the account of the Account Holder designated by the relevant purchaser(s). In respect of French Cleared Securities represented by a Global Security, the records of Euroclear France shall be conclusive evidence of the nominal amount in the case of Securities that are Notes or the number of Securities in case of Securities that Certificates and Warrants, represented by such Global Security and a statement issued by Euroclear France at any time shall be conclusive evidence of the records of Euroclear France at that time.”

The first two paragraphs of Condition 1.1(c) of the Base Conditions (*Form – Exchange of Global Securities*) shall be replaced with respect to French Cleared Securities by the following:

“Each Series of French Cleared Securities will be initially issued in the form of a temporary global security in bearer form (a “**Temporary Global Security**”) 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 Security**”) or, if so provided in the applicable Final Terms, for Definitive Securities.”

1.2 Amendments to Condition 1.2 of the Base Conditions

The following sentence shall be added at the end of the first paragraph of Condition 1.2 of the Base Conditions (*Denomination and Number*):

“French Cleared Securities of Series that are Notes shall have the same Specified Denomination.”

1.3 Amendments to Condition 1.4 of the Base Conditions

In respect of French Cleared Securities, the expression “on behalf of” in the second paragraph of Condition 1.4(c) of the Base Conditions (*Transfers – Transfer of Cleared Securities*) shall be replaced by “by”.

1.4 Amendments to Condition 5.2 of the Base Conditions

The second and third sentences of the sixth paragraph of Condition 5.2 of the Base Conditions (*Early Redemption at the Option of Securityholders*) shall be replaced with respect to French Cleared Securities by the following:

“If the Securities are Cleared Securities such option may be exercised by the relevant Securityholder giving an Option Exercise Notice to the Issue and Paying Agent stating the nominal amount of the Notes or the number of Certificates in respect of which the Put Option is exercised and the relevant Securityholder shall transfer the relevant Securities to the Issue and Paying Agent. Such Option Exercise Notice must be accompanied by a copy of instructions given to the relevant financial intermediary by the relevant accountholder that the relevant Securities be transferred to the Issue and Paying Agent. No transfers of interests in Cleared Securities in respect of which an Option Exercise Notice has been delivered will be valid.”

The seventh paragraph of Condition 5.2 of the Base Conditions (*Early Redemption at the Option of Securityholders*) shall be replaced with respect to French Cleared Securities by the following:

“With respect to Cleared Securities, if “Physical Settlement” is specified as the Settlement Method in the applicable Final Terms (or is elected by the Issuer or Securityholder), the delivery of the duly completed Option Exercise Notice by the Securityholder to the Issue and Paying Agent shall be deemed to satisfy the condition precedent to settlement of delivery of a Delivery Entitlement Instruction pursuant to Condition 7, provided that such Option Exercise Notice contains all information necessary for the Issue and Paying Agent to effect physical delivery of the relevant Optional Physical Redemption Entitlement.”

1.5 Amendments to Condition 5.3 of the Base Conditions

The following sentences shall be added at the end of the last paragraph of Condition 5.3 of the Base Conditions (*Early Redemption at the Option of the Issuer or following the occurrence of a Nominal Call Event*):

“In respect of French Cleared Securities, in the event that any option of the Issuer is exercised with respect to some but not all of the Securities of any Series and such Securities are Cleared Securities, the Issuer shall decide in respect of Notes whether such partial exercise of an option shall be effected by reducing the nominal amount or the number of the Notes. In respect of Warrants and Certificates, such partial exercise of an option shall be effected by reducing the number of Warrants and Certificates. Where the number of Securities is reduced, the choice between those Securities that will be redeemed or cancelled, as the case may be, shall be made pursuant to the procedure described in article R. 213-16 of French Code Monétaire et Financier.”

1.6 Amendments to Condition 6.3 of the Base Conditions

The first sentence of the second paragraph of Condition 6.3(a) of the Base Conditions (*Exercise and Cancellation Procedure – Exercise*) shall be replaced with respect to French Cleared Securities by the following:

“If the Securities are Cleared Securities, a Warrant or Exercisable Certificate may be exercised by the relevant Securityholder giving a Security Exercise Notice to the Issue and Paying Agent stating the number of Securities or, if applicable, Units to be exercised. Such Security Exercise Notice must be accompanied by a copy of instructions given to the relevant financial intermediary by the relevant accountholder that the relevant Securities be transferred to the Issue and Paying Agent. No transfers of

interests in Cleared Securities in respect of which a Security Exercise Notice has been delivered will be valid.”

The fourth paragraph of Condition 6.3(a) of the Base Conditions (*Exercise and Cancellation Procedure – Exercise*) shall be replaced with respect to French Cleared Securities by the following:

“If “Physical Settlement” is specified in the applicable Final Terms or elected by the Securityholder in the relevant Security Exercise Notice, settlement of the Securities shall be subject to Condition 7.2 and the delivery of a Delivery Entitlement Instruction in the form obtainable from the Issue and Paying Agent. A separate Delivery Entitlement Instruction will not be required if the relevant Security Exercise Notice contains all information necessary for the Issue and Paying Agent to effect physical delivery of the relevant Exercise Physical Settlement Entitlement.”

1.7 Amendments to Condition 6.4 of the Base Conditions

The third paragraph of Condition 6.4(b) of the Base Conditions (*Automatic Exercise – Conditions to Settlement following Automatic Exercise*) shall be replaced with respect to French Cleared Securities by the following:

“If the Securities are Cleared Securities, this Condition 6.4 may be satisfied by the relevant Securityholder giving a Security Exercise Notice to the Issue and Paying Agent stating the number of Securities or, if applicable, Units in respect of which Automatic Exercise has occurred together with payment and delivery instructions, as applicable, for payment to the Issuer of the relevant Exercise Price, Taxes and any Settlement Expenses and/or delivery instructions for any Entitlement, as applicable.”

1.8 Amendments to Condition 6.6 of the Base Conditions

The following sentence shall be added at the end of Condition 6.6 of the Base Conditions (*Time*) with respect to French Cleared Securities to read as follows:

“In respect of French Cleared Securities, references to Luxembourg or Brussels time shall be deemed to refer to Paris time.”

1.9 Amendments to Condition 7.1 of the Base Conditions

Condition 7.1(a) of the Base Conditions (*Settlement at Option of Securityholder*) shall be replaced with respect to French Cleared Securities by the following:

“(a) deposit and surrender the relevant Bearer Securities (together with all unmatured or unexchanged Talons and Coupons) with the Issue and Paying Agent or with respect to Cleared Securities, with the Issue and Paying Agent provided that, if the Securities are Cleared Securities, the relevant Securities shall be transferred to the Issue and Paying Agent; and”

1.10 Amendments to Condition 7.2 of the Base Conditions

Condition 7.2(a) of the Base Conditions (*Physical Settlement by delivery of the Entitlement – Delivery of the Entitlement*) shall be replaced with respect to French Cleared Securities by the following:

“The following provisions apply to the delivery of all Entitlements in respect of Securities unless otherwise specified in the applicable Final Terms.

- (i) Subject to prior delivery of the relevant Entitlement by the Issuer, the Issue and Paying Agent shall, subject to Conditions 7, 8 and 9, on any relevant Physical Delivery Date, deliver or procure the delivery of the relevant Entitlement in respect of each Security or Unit, at the risk and expense of the relevant Securityholder, on such account as may be specified by the relevant Securityholder to the Issue and Paying Agent in the relevant

Delivery Entitlement Instruction or Exercise Notice, as applicable. If a Securityholder does not provide the Issue and Paying Agent with sufficient instructions in a timely manner to enable the Issue and Paying Agent to effect any required delivery of the Entitlement, the due date for such delivery shall be postponed accordingly. The Issue and Paying Agent, if applicable, shall determine whether any instructions received by it are sufficient and whether they have been received in time to enable delivery on any given date. As used herein, “**delivery**” in relation to any Entitlement means the carrying out of the steps required of the Issuer or the Issue and Paying Agent (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Entitlement and “**deliver**” shall be construed accordingly. Neither the Issuer nor the Issue and Paying Agent shall be responsible for any delay or failure in the transfer of any Entitlement once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars or otherwise and shall have no responsibility for the lawfulness of the acquisition or transfer of the Entitlement or any interest therein by any Securityholder or any other person.

- (ii) No delivery by (or on behalf of) the Issue and Paying Agent of a fraction of any component comprising the Entitlement shall be made. Securities (or, if Units are specified in the applicable Final Terms, Units, as the case may be) redeemed or exercised at the same time by the same Securityholder will be aggregated for the purpose of determining the aggregate Entitlement to be delivered, provided that the aggregate Entitlements in respect of the same Securityholder will be rounded down to the nearest whole unit of the relevant Reference Asset(s) or other component(s) of the Entitlement in such manner as the Determination Agent shall determine. Where the Entitlement would include a fraction of any component comprising the Entitlement the relevant Securityholder will be entitled to receive an amount in cash in lieu of such fraction as determined by the Determination Agent in its sole discretion.
- (iii) No Securityholder will be entitled to receive dividends declared or paid in respect of any component of the relevant Entitlement or to any other rights relating to or arising out of any such component of the Entitlement if the record date for the relevant dividend or relevant right in respect of such components and Entitlement falls before the relevant Physical Delivery Date.
- (iv) If any Exercise Price, Taxes, Settlement Expenses or any other amounts payable by the relevant Securityholder to the Issuer have not been credited to the relevant Bank Account of the Issue and Paying Agent (in favour of the Issuer) prior to the relevant Physical Delivery Date, the Issue and Paying Agent shall be under no obligation to deliver or procure delivery of the Entitlement or make any payment of any nature to the relevant Securityholder in respect of the Securities being redeemed or exercised, and the Security Exercise Notice and related Delivery Entitlement Instruction, as the case may be, delivered in respect of such Securities shall thereafter be null and void for all purposes.
- (v) Subject to prior delivery of the relevant Entitlement by the Issuer, the Issue and Paying Agent will endeavour to deliver (or procure delivery of) the relevant Entitlement to the Securityholder on the relevant Physical Delivery Date. In the event that a Securityholder requests that delivery of the Entitlement be made at a location or in a method that is different from that specified in the applicable Final Terms, the Issue and Paying Agent may (but is not obliged to), provided that no additional unreimbursed costs are incurred, seek to deliver the Entitlement to such location and/or by such method. The Issue and Paying Agent shall, subject to having received the relevant Transfer Documentation

from the Issuer and as provided below, on the relevant Physical Delivery Date, deliver or procure the delivery of the Transfer Documentation relating to the Entitlement (or in the case of a Reference Asset that is an equity unit, the Transfer Documentation in respect of such equity unit) to or to the order of the Securityholder or to such bank or broker as the Securityholder has specified in the relevant Delivery Entitlement Instruction.

- (vi) All Entitlements will be delivered at the risk of the relevant Securityholder.”

Condition 7.2(b) of the Base Conditions (*Physical Settlement by delivery of the Entitlement – Settlement Disruption Event*) shall be replaced with respect to French Cleared Securities by the following:

“If, in the opinion of the Determination Agent, delivery of an Entitlement or any portion thereof is (or is likely to become) impossible or impracticable by reason of a Settlement Disruption Event having occurred and continuing on the relevant Physical Delivery Date (the assets comprising such Entitlement or portions thereof (the “**Affected Assets**”)), then such Physical Delivery Date shall be postponed to the first following Relevant Settlement Day in respect of which there is no such Settlement Disruption Event, provided that:

- (i) the Issuer shall attempt to procure delivery by the Issue and Paying Agent of any portion of the Entitlement which does not comprise Affected Assets, on the originally designated Physical Delivery Date;
- (ii) the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by procuring delivery by the Issue and Paying Agent of some or all of the Affected Assets using such other commercially reasonable manner as it may select and in such event the relevant Physical Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner; and
- (ii) in respect of any Affected Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Disruption Cash Settlement Price on the Disruption Cash Settlement Date.

The Determination Agent shall give notice as soon as practicable to the Securityholders that a Settlement Disruption Event has occurred and payment of the Disruption Cash Settlement Price will be made, subject to Conditions 7, 8 and 9, in such manner as shall be notified, in each case in accordance with Condition 16. No Securityholder shall be entitled to any additional amount in the event of any delay in the delivery of the Entitlement or payment of the Disruption Cash Settlement Price due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Issue and Paying Agent and/or the Determination Agent.”

Item (ii) of Condition 7.2(c) of the Base Conditions (*Physical Settlement by delivery of the Entitlement – Substitute Assets*) shall be replaced with respect to French Cleared Securities by the following:

- “(ii) not procure the delivery of the Affected Entitlement Components to the relevant Securityholders, but, subject to Conditions 7, 8 and 9, in lieu thereof to make payment of the Alternate Cash Amount to the relevant Securityholders on the Alternate Cash Amount Settlement Date.”

1.11 Amendments to Condition 7.3 of the Base Conditions

The first and second paragraphs of Condition 7.3 of the Base Conditions (*Conditions to Settlement*) shall be replaced with respect to French Cleared Securities by the following:

“If the Issue and Paying Agent determines in its sole and absolute discretion that any condition to settlement to be satisfied by a Securityholder has not been satisfied in respect of the Securities on or prior to the date on which settlement would otherwise have been scheduled to occur, payment or delivery of the relevant Settlement Amount or Entitlement shall not become due until the date on which all conditions to settlement have been satisfied in full (such Settlement Amount or Entitlement the “Conditional Settlement Amount”). No additional amounts shall be payable or deliverable as a result of any such delay or postponement.

The conditions to settlement to be satisfied by a Securityholder include, without limitation, (i) receipt of all instructions, certifications (including pursuant to Condition 7.5) and information by the Issue and Paying Agent to effect payment or delivery of the relevant Settlement Amount or Entitlement to the Securityholder (or to its order) within the required time period, (ii) the condition to settlement in Condition 9.6, (iii) the deposit of a duly completed Exercise Notice, Settlement Election Notice, Delivery Entitlement Instruction or any other applicable notice in accordance with the Conditions, as applicable, and (iv) the deposit, presentation, surrender or transfer of the relevant Security, as applicable.”

1.12 Amendments to Condition 10 of the Base Conditions

The first paragraph of Condition 10 of the Base Conditions (*Events of Default*) shall be replaced with respect to French Cleared Securities by the following:

“If any of the following events occurs and is continuing, any Securityholder may give notice (together with evidence from the relevant financial intermediary that the relevant Securities are inscribed in the Securityholder’s securities accounts held by such financial intermediary) to the Issue and Paying Agent at its specified office and such Security shall accordingly immediately become due and repayable at the Early Cash Settlement Amount (and, notwithstanding that “Physical Settlement” is specified as the Settlement Method in the applicable Final Terms or elected for the purposes of Conditions 5, 6 or 7, Cash Settlement shall be deemed to be the Settlement Method):”

1.13 Amendments to Condition 16.1 of the Base Conditions

Paragraph (a) of Condition 16.1 of the Base Conditions (*Notices – To Securityholders*) shall be replaced with respect to French Cleared Securities by the following:

“(a) in the case of French Cleared Securities, if published in a daily newspaper of general circulation in France (which is expected to be *Les Echos* or *La Tribune*) and will be deemed to have been given on the date of first publication; and/or”

1.14 Amendments to Condition 16.3 of the Base Conditions

The first two paragraphs and the first sentence of the third paragraph of Condition 16.3 of the Base Conditions (*Notices – Validity of Notices*) shall be replaced with respect to French Cleared Securities by the following:

“Any determinations as to whether any notice is valid, effective and/or duly completed and in the proper form shall be made in the case of French Cleared Securities, by the Issuer and the Issue and Paying Agent and shall be conclusive and binding on the Issuer, the Agents and the relevant Securityholder(s).

Any notice determined not to be valid, effective, complete and in proper form shall be null and void unless the Issuer and the Issue and Paying Agent agree otherwise. This provision shall not prejudice any right of the person delivering the notice to deliver a new or corrected notice.

The Issue and Paying Agent shall use all reasonable endeavours promptly to notify any Securityholder submitting a notice if it is determined that such notice is not valid, effective, complete or in the proper form.”

2 Definitions

“Account Holder” means any intermediary institution entitled to hold accounts directly or indirectly on behalf of its customers with Euroclear France, and includes Euroclear and the depositary bank for Clearstream.

“Agency Agreement” means the English law governed Master Agency Agreement dated 6 August 2010 between the Bank, BCCL, the Guarantor and certain agents as amended and supplemented by the English law governed supplemental agency agreement dated 22 October 2010 executed by the Bank (as Issuer and Issue and Paying Agent), BCCL and certain agents (as amended and/or supplemented and/or restated as at the Issue Date) (the **“Supplemental Agency Agreement”**).

“Business Day” means a day which is each of:

- (a) 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 London, Paris and any Additional Business Centre specified in the applicable Final Terms;
- (b) in respect of Cleared Securities, a Clearing System Business Day for the Relevant Clearing System;
- (c) in relation to any sum payable in a Currency other than euro, a day 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 principal financial centre of the country of the relevant Currency (if other than London and any Additional Business Centre specified in the applicable Relevant Annex and/or the applicable Final Terms); and
- (d) in relation to any sum payable in euro, a TARGET Business Day.

“Settlement Disruption Event” means, in the opinion of the Determination Agent, that an event beyond the control of the Issuer or the Guarantor, if applicable, has occurred as a result of which the Issuer or the Guarantor, as the case may be, cannot procure delivery of the Reference Assets.

“Euroclear France” means Euroclear France S.A., 115, rue Réaumur, 75081 Paris Cedex 02, France.

“Euronext Paris” means Euronext Paris S.A.

“Relevant Clearing System” means Euroclear France.

“Rules” means the Euroclear France Rules and/or the terms and conditions and any procedures governing the use of such Relevant Clearing System.

“Payment Day” means any day which is:

- (a) a day 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:
 - (i) the relevant place of presentation (except in respect of Global Bearer Securities that are Cleared Securities);
 - (ii) London;
 - (iii) Paris;
 - (iv) any Additional Business Centre specified in the applicable Final Terms; and

- (b) either
 - (i) in relation to any sum payable in a Currency other than euro, a day 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 principal financial centre of the country of the relevant Currency; or
 - (ii) in relation to any sum payable in euro, a day on which the TARGET System is open.

PART D – EQUITY LINKED ANNEX

In respect of French Cleared Securities, Part B (*Additional Terms and Conditions for Equity Linked Securities*) shall be amended as follows:

1 Additional Terms and Conditions for French Cleared Securities

1.1 Amendments to Condition 6.1 of the Additional Terms and Conditions for Equity Linked Securities

Condition 6.1.4 of the Additional Terms and Conditions for Equity Linked Securities (*Cash Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.1.4 In order to receive the Cash Dividend Amount, in relation to Securities represented by a Global Bearer Security held by Euroclear France, a Securityholder must deliver to the Issue and Paying Agent a duly completed notice (a “**Cash Dividend Notice**”) in the applicable form set out in Schedule 4 Part E to the Agency Agreement on or prior to the Cash Dividend Notice Cut-off Date.”

Condition 6.1.6 of the Additional Terms and Conditions for Equity Linked Securities (*Cash Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.1.6 The relevant Cash Dividend Amount will be paid to the Securityholder’s account specified by such Securityholder in the Cash Dividend Notice.”

Conditions 6.1.8 and 6.1.9 of the Additional Terms and Conditions for Equity Linked Securities (*Cash Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.1.8 In the event that a Securityholder fails to deliver a duly completed Cash Dividend Notice on or prior to the Cash Dividend Notice Cut-off Date as provided above, such Securityholder’s right to receive the Cash Dividend Amount in respect of its Securities shall lapse and neither the Issuer nor the Issue and Paying Agent shall have further liability in respect thereof.

6.1.9 A Cash Dividend Notice may not be withdrawn after receipt thereof by the Issue and Paying Agent and after delivery of a Cash Dividend Notice, the relevant Securityholder may not transfer the Securities which are the subject of such Cash Dividend Notice until after the payment of the relevant Cash Dividend Amounts in respect of the relevant Securities.

Securityholders should note that in the event that a duly completed Cash Dividend Notice is duly delivered as provided above, the Issuer’s only obligation in respect thereof is to pay or procure payment of the relevant Cash Dividend Amount(s) to the account specified in such Cash Dividend Notice and to no other person or account.

1.2 Amendments to Condition 6.2 of the Additional Terms and Conditions for Equity Linked Securities

Condition 6.2.3 of the Additional Terms and Conditions for Equity Linked Securities (*Stock Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.2.3 In the event that the Stock Delivery Date falls on or prior to the Stock Dividend Cut-off Date, the Issue and Paying Agent shall, subject as provided below, deliver to each Securityholder, an amount of Securities equal to the New Security Amount in respect of each Security held by him as soon as practicable after the Stock Delivery Date.”

Condition 6.2.5 of the Additional Terms and Conditions for Equity Linked Securities (*Stock Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.2.5 In order to receive the New Security Amount or the Cash Amount, as the case may be, in relation to Securities represented by a Global Bearer Security held by Euroclear France, a

Securityholder must deliver to the Issue and Paying Agent a duly completed notice (a “**Stock Dividend Notice**”) in the applicable form set out in Schedule 4 Part E to the Agency Agreement on or prior to the Stock Dividend Notice Cut-off Date.”

Condition 6.2.7 of the Additional Terms and Conditions for Equity Linked Securities (*Stock Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.2.7 The Issue and Paying Agent, subject to the receipt of the relevant New Security Amount, shall deliver the New Security Amount to such Account Holder’s account specified by such Securityholder in the Stock Dividend Notice or pay the relevant Cash Amount to the relevant Securityholder’s cash account specified by such Securityholder in the Stock Dividend Notice.”

Conditions 6.2.9, 6.2.10 and 6.2.11 of the Additional Terms and Conditions for Equity Linked Securities (*Stock Dividends*) shall be replaced with respect to French Cleared Securities by the following:

“6.2.9 In the event that a Securityholder fails to deliver a Stock Dividend Notice prior to the Stock Dividend Notice Cut-off Date as provided above, such Securityholder’s right to receive the New Security Amount or the Cash Amount in respect of its Securities shall lapse and neither the Issuer nor the Issue and Paying Agent shall have further liability in respect thereof.

6.2.10 A Stock Dividend Notice may not be withdrawn after receipt thereof by the Issue and Paying Agent and after delivery of the Stock Dividend Notice, the relevant Securityholder may not transfer the Securities which are the subject of such Stock Dividend Notice until after the delivery of the New Security Amounts or payment of the Cash Amounts, as the case may be, in respect of the relevant Securities.

6.2.11 Delivery of the New Security Amount in respect of each Security is subject to compliance with all applicable securities laws, and in the event that any such delivery of the New Security Amount would result in non compliance with any applicable securities laws, in lieu of such delivery, the Issuer shall pay to the relevant Securityholder the Cash Amount.

Securityholders should note that in the event that a duly completed Stock Dividend Notice is duly delivered as provided above, the Issuer’s only obligation in respect thereof is to procure delivery by the Issue and Paying Agent of the relevant New Security Amount(s) or to pay or procure payment of the relevant Cash Amount(s), as the case may be, in each case as provided above and to no other person or account.”

1.3 Amendments to Condition 6.3 of the Additional Terms and Conditions for Equity Linked Securities

Condition 6.3.3 of the Additional Terms and Conditions for Equity Linked Securities (*Rights Issue*) shall be replaced with respect to French Cleared Securities by the following:

“6.3.3 In the event that the Rights Delivery Date falls on or prior to the Rights Cut-off Date, the Issue and Paying Agent shall, subject as provided below, deliver to each Securityholder an amount of Securities equal to the Rights Security Amount in respect of each Security held by him as soon as practicable after the Rights Delivery Date.”

Condition 6.3.5 of the Additional Terms and Conditions for Equity Linked Securities (*Rights Issue*) shall be replaced with respect to French Cleared Securities by the following:

“6.3.5 In order to receive the Rights Security Amount or the Rights Cash Amount, as the case may be, in relation to Securities represented by a Global Bearer Security held by Euroclear France a Securityholder must (A) deliver to the Issue and Paying Agent a duly completed notice (a “**Central Depositary Rights Notice**”) in the applicable form set out in out in Schedule 4 Part E to the Agency Agreement and (B) pay to the Issue and Paying Agent (in

favour of the Issuer) the relevant Rights Amount, in each case on or prior to the Rights Subscription Cut-off Date.”

Condition 6.3.7 of the Additional Terms and Conditions for Equity Linked Securities (*Rights Issue*) shall be replaced with respect to French Cleared Securities by the following:

- “6.3.7 The Issue and Paying Agent shall deliver, subject to the prior receipt of the relevant Rights Security Amount, the Rights Security Amount to such Account Holder’s account specified by such Securityholder in the Stock Dividend Notice or pay the relevant Rights Cash Amount to the relevant Securityholder’s cash account specified by such Securityholder in the Rights Notice.”

Conditions 6.3.9, 6.3.10 and 6.3.11 of the Additional Terms and Conditions for Equity Linked Securities (*Rights Issue*) shall be replaced with respect to French Cleared Securities by the following:

- “6.3.9 In the event that a Securityholder fails to deliver a duly completed Rights Notice and pay the relevant Rights Amount prior to the Rights Subscription Notice Cut-off Date as provided above, such Securityholder’s rights to receive the Rights Security Amount or the Rights Cash Amount, as the case may be, in respect of its Securities shall lapse and neither the Issuer nor the Issue and Paying Agent shall have further liability in respect thereof.
- 6.3.10 A Rights Notice may not be withdrawn after receipt thereof by the Issue and Agent Paying and after delivery of a Rights Notice, the relevant Securityholder may not transfer the Securities which are the subject of such Rights Notice until after the delivery of the Rights Security Amounts or payment of the Rights Cash Amounts, as the case may be, in respect of the relevant Securities.
- 6.3.11 Delivery of the Rights Security Amount in respect of each Security is subject to compliance with all applicable securities laws, and in the event that any such delivery of the Rights Security Amount would result in non compliance with any applicable securities laws, in lieu of such delivery, the Issuer shall pay to the relevant Securityholder the Rights Cash Amount.

Securityholders should note that in the event that a duly completed Rights Notice is duly delivered and the relevant Rights Amount(s) are paid by or on behalf of the relevant Securityholder in each case as provided above, the Issuer’s only obligation in respect of such Rights Notice is to procure delivery by the Issue and Paying Agent of the relevant Rights Security Amount(s) or pay or procure payment of the relevant Rights Cash Amount(s) as provided above and to no other person or account.”

1.4 Amendments to Condition 6.4 of the Additional Terms and Conditions for Equity Linked Securities

Conditions 6.4.1, 6.4.2, 6.4.3 and 6.4.4 of the Additional Terms and Conditions for Equity Linked Securities (*General*) shall be replaced with respect to French Cleared Securities by the following:

- “6.4.1 Any determination as to whether a Cash Dividend Notice, a Stock Dividend Notice or a Rights Notice is duly completed and in proper form shall be made, in the case of Securities represented by a Global Bearer Security held by Euroclear France shall be made by the Issue and Paying Agent, and shall be conclusive and binding on the Issuer, the Agents and the relevant Securityholder. Subject as set out below, any Cash Dividend Notice, Stock Dividend Notice or Rights Notice so determined to be incomplete or not in proper form shall be null and void.
- 6.4.2 If a Cash Dividend Notice, a Stock Dividend Notice or a Rights Notice is subsequently corrected to the satisfaction of the Issue and Paying Agent, it shall be deemed to be a new Cash Dividend Notice, Stock Dividend Notice or Rights Notice, as the case may be, submitted at the time such correction was delivered to the Issue and Paying Agent.

- 6.4.3 The Issue and Paying Agent shall notify the Securityholder submitting a Cash Dividend Notice, a Stock Dividend Notice or a Rights Notice if it has determined that such Cash Dividend Notice, Stock Dividend Notice or Rights Notice, as the case may be, is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Issue and Paying Agent or Euroclear France shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Securityholder.
- 6.4.4 Copies of the Cash Dividend Notice, Stock Dividend Notice and Rights Notice may be obtained during normal business hours from the specified office(s) of the Issue and Paying Agent.”

2 Definition applicable to French Cleared Securities

“**Rights Notice**” means a Central Depositary Rights Notice.

3 Interpretation

Any delivery of Rights Security Amount(s) or New Security Amount(s) to Securityholders will be made (subject to prior delivery by the Issuer of such Rights Security Amount(s) or New Security Amount(s) to the Issue and Paying Agent) by the Issue and Paying Agent. All references in the Equity Linked Annex to Rights Security Amount(s) or New Security Amount(s) being delivered by the Issuer shall be construed accordingly.”

ISSUER & GUARANTOR**BARCLAYS BANK PLC**

Registered Office
1 Churchill Place
London E14 5HP
United Kingdom

ISSUER**BARCLAYS CAPITAL (CAYMAN) LIMITED**

Registered Office
First Caribbean House
25 Main Street, George Town
Grand Cayman KY1-1106
Cayman Islands,
British West Indies

MANAGERS**Barclays Bank PLC**

1 Churchill Place
London E14 5HP
United Kingdom

Barclays Capital Inc.

745 Seventh Avenue
New York, NY 10019
United States

**ISSUE AND PAYING AGENT
AND TRANSFER AGENT****The Bank of New York Mellon, London Branch**

One Canada Square
London E14 5AL
United Kingdom

DETERMINATION AGENT**Barclays Bank PLC**

1 Churchill Place
London E14 5HP
United Kingdom

DETERMINATION AGENT**Barclays Capital Securities Limited**

1 Churchill Place
London E14 5HP
United Kingdom

**NEW YORK AGENT
AND NEW YORK REGISTRAR****The Bank of New York Mellon**

101 Barclay Street
New York NY 10286
United States of America

FRANKFURT AGENT**The Bank of New York Mellon**

Westend Duo
Bockenheimer Landstr. 24,
60323 Frankfurt am Main
Germany

**LUXEMBOURG AGENT
AND LUXEMBOURG REGISTRAR****The Bank of New York Mellon (Luxembourg)
S.A.**

Vertigo Building - Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

**ISSUE AND PAYING AGENT
*in respect of French Securities*****BNP Paribas Securities Services**

3 rue d'Antin
75002 Paris
France

**ISSUE AND PAYING AGENT
*in respect of French Cleared Securities*****BARCLAYS BANK PLC**

1 Churchill Place
London E14 5HP
United Kingdom

**LEGAL ADVISERS TO THE MANAGER
*in respect of English law and French law:***

Linklaters LLP
One Silk Street
London EC2Y 8HQ
United Kingdom

Linklaters LLP
25, rue de Marignan
F-75008 Paris
France

**LEGAL ADVISERS TO THE BANK AND BCCL
*in respect of Cayman Islands law:***

Maples and Calder
P.O. Box 309, Ugland House
Grand Cayman KY1-1104
Cayman Islands