

**Supplement Number 2 dated 31 July 2017
to the Base Prospectus dated 28 February 2017**



BARCLAYS PLC
(incorporated with limited liability in England and Wales)

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

as Issuers

£60,000,000,000
Debt Issuance Programme

This base prospectus supplement (the "**Supplement**") is supplemental to, forms part of and must be read in conjunction with, the base prospectus dated 28 February 2017 as supplemented by the supplement dated 4 May 2017 (together, the "**Base Prospectus**") prepared by Barclays PLC (the "**Company**") and Barclays Bank PLC (the "**Bank**" and, together with the Company, the "**Issuers**") with respect to their £60,000,000,000 Debt Issuance Programme (the "**Programme**"). This Supplement constitutes a supplementary prospectus in respect of the Base Prospectus for the Issuers for the purposes of Section 87G of the Financial Services and Markets Act 2000.

Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement.

This Supplement has been approved by the United Kingdom Financial Conduct Authority (the "**FCA**"), which is the United Kingdom competent authority for the purposes of Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), including any relevant implementing measure in the United Kingdom (the "**Prospectus Directive**"), as a base prospectus supplement issued in compliance with the Prospectus Directive. With effect from the date of this Supplement the information appearing in, or incorporated by reference into, the Base Prospectus shall be supplemented in the manner described below.

The purpose of this Supplement is to:

- (a) supplement the section entitled "*Information Incorporated by Reference*" commencing on page 20 of the Base Prospectus and incorporate by reference into the Base Prospectus the joint unaudited Interim Results Announcement of the Company and the Bank as filed with the SEC on Form 6-K on 28 July 2017 in respect of the six months ended 30 June 2017 (the "**Interim Results Announcement**") and the announcement of the Issuers as filed with the SEC on Form 6-K on 20 June 2017 in respect of the Barclays PLC Series Fraud Office charges (the "**June Announcement**").

The Interim Results Announcement and the June Announcement have been filed with the FCA and shall be deemed to be incorporated in, and form part of, the Base Prospectus as supplemented by this Supplement. The Interim Results Announcement and the June Announcement may be inspected during normal business hours at Barclays Treasury, 1 Churchill Place, London, E14 5HP, United Kingdom and at the specified office of the Principal Paying Agent, at One Canada Square, London, E14 5AL, United Kingdom during the life of the Notes issued pursuant to the Base Prospectus. They have also been filed with the SEC and are available in electronic form on the SEC's website at <http://www.sec.gov/cgi-bin/browse-edgar?company=barclays+plc&owner=exclude&action=getcompany>.

(b) supplement the sub-section entitled "*Risks Relating to the Notes – Risks related to the structure of the Notes*" under the section entitled "*Risk Factors*" commencing on page 7 of the Base Prospectus with the following updated information:

- The risk factor entitled "*Certain Notes may be redeemed prior to maturity*" shall be supplemented to include the following text:

"The relevant Issuer may also redeem a Series of Senior Notes upon the occurrence of certain regulatory events relating to certain minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments, subject to the prior consent of the PRA and/or any other relevant national or European authority (if such consent is then required by the Capital Regulations)."

- The following risk factor shall be included:

"The events of default relating to Senior Notes may be substituted with events of default with more limited remedies following a Loss Absorption Disqualification Event.

Following a Loss Absorption Disqualification Event, the Issuer may, at its option, choose to permanently replace the events of default of a Series of Senior Notes with events of default with more restrictive remedies, as further set out in Condition 15(d) (an "**Events of Default Substitution**"). Following an Events of Default Substitution, payment of principal and accrued but unpaid interest on the relevant Series of Senior Notes shall be accelerated only in the event of a winding-up or administration involving the relevant Issuer that constitutes a Winding-up Event. Under the terms of the Notes, a Winding-up Event results if either (i) a court of competent jurisdiction in England (or such other jurisdiction in which the relevant Issuer may be organised) makes an order for its winding-up which is not successfully appealed within 30 days of the making of such order, (ii) the relevant Issuer's shareholders adopt an effective resolution for its winding-up (other than, in the case of either (i) or (ii) above, under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii) following the appointment of an administrator of the relevant Issuer, the administrator gives notice that it intends to declare and distribute a dividend. Following an Events of Default Substitution, there is no right of acceleration in the case of non-payment of principal or interest on such Series of Senior Notes or of the relevant Issuer's failure to perform any of its obligations under or in respect of such Series of Senior Notes.

Following an Events of Default Substitution, the sole remedy against the relevant Issuer available for recovery of amounts owing in respect of any non-payment of any amount that has become due and payable under the relevant Series of Senior Notes is, subject to certain conditions and to the provisions set forth in Condition 15 (*Events of Default*), for the Trustee to institute proceedings in England (or such other jurisdiction in which the relevant Issuer may be organised) (but not elsewhere) for the winding-up of such Issuer and/or prove in the winding-up of such Issuer and/or claim in such Issuer's liquidation or administration. Although the Trustee may institute such proceedings against the relevant Issuer as it may think fit to enforce any term, obligation or condition binding on such Issuer under the relevant Series of Senior Notes or the Trust Deed (other than any payment obligation of such Issuer under or arising from the relevant Series of Senior Notes or the Trust Deed, including, without limitation, payment of any principal or

interest, excluding any amount due to the Trustee in respect of its fees and/or expenses) (referred to herein as "**Performance Obligations**"), the Trustee (acting on behalf of the Noteholders but not the Trustee acting in its personal capacity under the Trust Deed) and the Noteholders shall not enforce, and shall not be entitled to enforce or otherwise claim, against the relevant Issuer any judgment or other award given in such proceedings that requires the payment of money by the relevant Issuer, whether by way of damages or otherwise (a "**Monetary Judgment**"), except by proving such Monetary Judgment in a winding-up of the relevant Issuer and/or claiming such Monetary Judgment in an administration of the relevant Issuer.

Following an Events of Default Substitution, the remedies under the relevant Series of Senior Notes will be more limited than those typically available to the relevant Issuer's unsubordinated creditors.

Other than in the circumstances when a Loss Absorption Disqualification Event can be remedied by the Issuer exercising its option to cause an Events of Default Substitution, the Issuer's ability under the Conditions to, at its option, exercise an Events of Default Substitution does not affect the Issuer's right to redeem the relevant Series of Senior Notes upon the occurrence of certain regulatory events relating to certain minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments."

- The risk factor entitled "*Changes in law may adversely affect the rights of Holders*" shall be supplemented to include the following text at the end of the last paragraph:

"Although these are only proposals subject to change and to the other uncertainties referred to in the prior sentence, if adopted in their current form as of the date hereof (without any further amendment or clarification), such proposals could result in a Loss Absorption Disqualification Event which would entitle the relevant Issuer to elect to effect an Event of Default Substitution, without the need for such Issuer to obtain any consent from any Noteholder, see "*The events of default relating to Senior Notes may be substituted with events of default with more limited remedies following a Loss Absorption Disqualification Event*"."

- (c) supplement the sub-section entitled "*Terms and Conditions of the Notes*" commencing on page 31 of the Base Prospectus with the conditions set out in Annex A hereto.
- (d) supplement the sub-section entitled "*Directors*" under the section entitled "*The Issuers and the Group*" commencing on page 80 of the Base Prospectus with the following updated information:
 - Diane de Saint Victor and Stephen Thieke have both resigned from their roles as Non-Executive Directors of the Company and the Bank.
 - With effect from 1 September 2017, Matthew Lester has been appointed as a Non-Executive Director of the Company and the Bank. Matthew Lester is also a Non-Executive Director of Capita plc and Man Group plc.
- (e) replace the sub-section entitled "*Legal Proceedings*" under the section entitled "*The Issuers and the Group*" on page 80 of the Base Prospectus with the following:

Legal Proceedings

For a description of the governmental, legal or arbitration proceedings that the Company, the Bank and the Group face, see (i) Note 27 (Provisions) and Note 29 (Legal, competition and regulatory matters) to the consolidated financial statements of the Company on pages 270 and 271 and pages 272 to 280, respectively, of the Joint Annual Report; (ii) the April Announcement; and (iii) the June Announcement.

- (f) supplement the sub-section entitled "*Provisions relating to Redemption – Call Option - item 19*" under the section entitled "*Form of Final Terms*" commencing on page 69 of the Base Prospectus with the following:

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| (viii) | Optional Redemption Amount (Loss Absorption Disqualification Event): | [[●] per Calculation Amount/Not Applicable] |
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- (g) state in the sub-section entitled "*Significant/Material Change*" under the section entitled "*General Information*" commencing on page 107 of the Base Prospectus that there has been no significant change in the financial or trading position of the Company, the Bank, the Group, or, as the case may be, the Bank Group since 30 June 2017.

IMPORTANT NOTICES

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

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 into, the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of the Notes issued under the Programme has arisen or been noted, as the case may be, since the publication of the Base Prospectus.

Any information contained in the documents specified above which is not incorporated by reference in the Base Prospectus is either not relevant for prospective investors for the purposes of Article 5(1) of the Prospectus Directive or is covered elsewhere in the Base Prospectus.

If documents which are incorporated by reference into this Supplement themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement for the purposes of the Prospectus Directive except where such information or other documents are specifically incorporated by reference into this Supplement.

For as long as any of the notes issued under the Programme are admitted to trading on the Regulated Market of the London Stock Exchange plc and the rules of the FCA so require, for the life of the Base Prospectus, copies of the Interim Results Announcement and the June Announcement may be inspected during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at Barclays Treasury, 1 Churchill Place, London E14 5HP and at the specified office of The Bank of New York Mellon, as principal paying agent, currently located at One Canada Square, London E14 5AL.

This Supplement shall be available on or around the date hereof in electronic form at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

31 July 2017

ANNEX A TERMS AND CONDITIONS

By virtue of this Supplement, the section entitled "*Terms and Conditions of the Notes*" commencing on page 31 of the Base Prospectus shall be supplemented and amended as follows:

1. **Condition 2: Interpretation**

1.1 Condition 2(a) (*Interpretation – Definitions*) shall be supplemented with the following new definitions:

"Loss Absorption Disqualification Event" means the whole or any part of the outstanding aggregate principal amount of the relevant Series of Senior Notes at any time being excluded from or ceasing to count towards the Issuer's and/or the Group's own funds and eligible liabilities and/or loss absorbing capacity, in each case for the purposes of, and in accordance with, the relevant Capital Regulations; provided that a Loss Absorption Disqualification Event shall not occur if such whole or part of the outstanding principal amount of the relevant Series of Senior Notes is excluded from, or ceases to count towards, such own funds and eligible liabilities and/or loss absorbing capacity due to the remaining maturity of the Notes being less than one year.

"Loss Absorption Regulations Event" means that:

- (i) any Capital Regulations become effective with respect to the Issuer and/or the Group; or
- (ii) there is an amendment to, or change in, any Capital Regulation, or any change in the official application of any Capital Regulation, which becomes effective with respect to the Issuer and/or the Group.

"Optional Redemption Amount (Loss Absorption Disqualification Event)" means, in respect of any Senior Note, its principal amount or such other amount as may be specified in the relevant Final Terms.

1.2 The definition of "Redemption Amount" set out within Condition 2(a) (*Interpretation – Definitions*) shall be amended to state:

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Sterling Make-Whole Redemption Amount, the Non-Sterling Make-Whole Redemption Amount, the Optional Redemption Amount (Regulatory Event), the Optional Redemption Amount (Loss Absorption Disqualification Event) or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms.

2. **Condition 10: Redemption and Purchase**

Condition 10 shall be supplemented by the following new paragraph, to be inserted as a new Condition 10(g) and the current Condition 10(g) and the following paragraphs shall be re-numbered accordingly but will otherwise remain unchanged. All related cross-references thereto throughout the Base Prospectus and Conditions shall be construed accordingly.

(g) Loss Absorption Disqualification Event Redemption of Senior Notes

Subject to Condition 10(l) (*Redemption and Purchase – Restriction on Early Redemption of the Notes*) below, if a Loss Absorption Regulations Event occurs on or after the Issue Date of the first Tranche of a Series of Senior Notes (and, in the event of the substitution of any subsidiary of the Issuer or of the Company in place of the Issuer as principal debtor under such Notes and in each case the Coupons (if any) appertaining thereto and the Trust Deed in so far as it relates to such Notes, which occurs on or after the date of such entity's assumption of the Issuer's obligations) that does, or would be likely to (in the opinion of the Issuer, the PRA or any other relevant national or European authority), result in a Loss Absorption Disqualification Event, the Issuer may, at its option, redeem the relevant Series of Senior Notes, in whole but not in part, at the relevant Optional Redemption Amount (Loss Absorption

Disqualification Event), together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, provided that:

(i) the Issuer provides not less than 30 days' nor more than 60 days' prior notice to the Trustee, the Principal Paying Agent and the Holders of the relevant Series of Senior Notes (such notice being irrevocable) specifying the date fixed for such redemption; and

(ii) such Loss Absorption Disqualification Event cannot be remedied by the Issuer exercising its right to apply Condition 15(b) (*Events of Default - Restrictive Events of Default*) to such Series of Senior Notes instead of Condition 15(a) (*Events of Default – Non-restrictive Events of Default*), in accordance with the provisions of Condition 15(d) (*Events of Default - Restrictive Events of Default upon the occurrence of a Loss Absorption Disqualification Event*).

Prior to giving notice of redemption under this Condition 10(g) (*Redemption and Purchase – Loss Absorption Disqualification Event Redemption of Senior Notes*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the relevant circumstance referred to under this Condition 10(g) (*Redemption and Purchase – Loss Absorption Disqualification Event Redemption of Senior Notes*) does exist. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive and sufficient evidence thereof.

Upon the expiry of such notice period, the Issuer shall be bound to redeem the relevant Series of Senior Notes accordingly.

3. **Condition 15: Events of Default**

Condition 15 shall be amended so that it reads as follows:

(a) **Non-restrictive Events of Default:** Subject to Condition 15(d), the provisions of this Condition 15(a) (*Events of Default – Non-restrictive Events of Default*) shall have effect in relation to any Series of Senior Notes.

If any of the following events occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject, in all cases, to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Early Termination Amount together with any accrued but unpaid interest without further action or formality:

(i) *Non-payment:* any principal or interest on such Notes has not been paid within 14 days from the due date for payment and such sum has not been duly paid within a further 14 days following written notice from the Trustee to the Issuer requiring the non-payment to be made good. The Issuer shall not, however, be in default if during the 14 days after the Trustee's notice it satisfies the Trustee that such sums were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such 14-day period by independent legal advisers approved by the Trustee; or

(ii) *Breach of other obligations:* the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes, the Coupons or the Trust Deed and that breach has not been remedied within 21 days of receipt of a written notice from the Trustee certifying that in its opinion the breach is materially prejudicial to the interests of the holders of such Notes and requiring the same to be remedied; or

(iii) *Winding-up etc.:* a Winding-up Event occurs.

At any time after any Series of Senior Notes shall have become due and repayable in accordance with this Condition 15(a) (*Events of Default - Senior Notes*), the Trustee may at its discretion and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified

and/or secured and/or pre-funded to its satisfaction), without further notice, institute such proceedings or take such steps or actions as it may think fit against the Issuer to enforce payment.

(b) **Restrictive Events of Default:** The provisions of this Condition 15(b) (*Events of Default – Restrictive Events of Default*) shall have effect in relation to (x) any Series of Tier 2 Capital Notes or (y) any Series of Senior Notes in relation to which this Condition 15(b) applies pursuant to the provisions of Condition 15(d).

(i) If any of the following events occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by Holders of at least one quarter of the aggregate principal amount of the outstanding relevant Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction), without further notice:

(A) *Non-payment:* in the event that any principal or interest on such Notes has not been paid within 14 days from the due date for payment and such sum has not been duly paid within a further 14 days following written notice from the Trustee to the Issuer requiring the non-payment to be made good, institute proceedings in a court of competent jurisdiction in England (or such other jurisdiction in which the Issuer is organised) (but not elsewhere) for the winding up of the Issuer and/or prove in its winding-up and/or claim in its liquidation or administration, provided that the Issuer shall not be in default if during the 14 days after the Trustee's notice it satisfies the Trustee that such sums were not paid in order to comply with a mandatory law, regulation or order of any court of competent jurisdiction. Where there is doubt as to the validity or applicability of any such law, regulation or order, the Issuer will not be in default if it acts on the advice given to it during such 14-day period by independent legal advisers approved by the Trustee; or

(B) *Breach of other obligations (other than non-payment):* institute such proceedings against the Issuer as it may think fit to enforce any term, obligation or condition binding on the Issuer under such Notes or Coupons or the terms of the Trust Deed relating thereto (other than any payment obligation of the Issuer under or arising from the relevant Notes or Coupons or the Trust Deed, including, without limitation, payment of any principal or interest) (a "**Performance Obligation**"); provided always that the Trustee (acting on behalf of the Holders but not the Trustee acting in its personal capacity under the Trust Deed) and the Holders may not enforce, and may not be entitled to enforce or otherwise claim, against the Issuer any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise (a "**Monetary Judgment**"), except by proving such Monetary Judgment in a winding-up of the Issuer and/or claiming such Monetary Judgment in an administration of the Issuer.

Nothing in this 15(b)(i) (*Events of Default – Restrictive Events of Default*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

(ii) If a Winding-up Event occurs, the Trustee at its discretion may and, if so requested in writing by the Holders of at least one quarter of the aggregate principal amount of the outstanding relevant Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or secured and/or pre-funded to its satisfaction) declare such Notes to be due and repayable immediately (and such Notes shall thereby become so due and repayable) at their outstanding principal amount (or at such other repayment amount as may be specified in or determined in accordance with the relevant Final Terms) together with any accrued but unpaid interest as provided in the Trust Deed and payments are subject to the subordination provisions set out in Condition 4(b) (*Status – Tier 2 Capital Notes*) (if applicable).

(c) **All Notes:** The provisions of this Condition 15(c) (*Events of Default - All Notes*) shall have effect in relation to any Series of Notes.

No Holder of any such Notes and no holder of the Coupons (if any) appertaining thereto shall be entitled to institute any of the proceedings or take the steps or actions referred to in Condition 15(a) (*Events of Default – Non-restrictive Events of Default*) or 15(b) (*Events of Default – Restrictive Events of Default*) above or to prove in the winding up of the Issuer except that if the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so or, being able to prove in such winding up, fails to do so, in each case within a reasonable period, and in each such case such failure shall be continuing, then any such holder may himself institute such proceedings or take such steps or actions and/or prove in such

winding up to the same extent (but not further or otherwise) that the Trustee would have been entitled so to do in respect of his Notes and/or Coupons. In the case of Tier 2 Capital Notes or Senior Notes in relation to which Condition 15(b) (*Events of Default – Restrictive Events of Default*) applies, no remedy against the Issuer other than the institution of the proceedings referred to in Condition 15(b) (*Events of Default – Restrictive Events of Default*) above or proving in the winding up of the Issuer, shall be available to the Trustee or the Holders of such Notes or the Coupons (if any) appertaining thereto whether for the recovery of amounts owing in respect of such Notes or Coupons or under the Trust Deed in relation thereto (other than in the case of any amounts due to the Trustee in respect of its costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof) or in respect of any breach by the Issuer of any of its other obligations under or in respect of such Notes or Coupons or under the Trust Deed in relation thereto.

(d) Restrictive Events of Default upon the occurrence of a Loss Absorption Disqualification Event:

If the inclusion of Condition 15(a) in these Conditions does, or would be likely to (in the opinion of the Issuer, the PRA or any other relevant national or European authority), result in a Loss Absorption Disqualification Event following a Loss Absorption Regulations Event that occurs on or after the Issue Date of the first Tranche of a Series of Senior Notes (and, in the event of the substitution of any subsidiary of the Issuer or of the Company in place of the Issuer as principal debtor under such Notes and in each case the Coupons (if any) appertaining thereto and the Trust Deed in so far as it relates to such Notes, which occurs on or after the date of that entity's assumption of the Issuer's obligations), then the Issuer may, at its option and without the need for any consent from the Holders of the Series of Senior Notes, determine that Condition 15(b) shall apply to such Series of Senior Notes at all times thereafter instead of Condition 15(a), provided that the Issuer provides prior notice to the Trustee, the Principal Paying Agent and the Holders of the Series of Senior Notes (such notice being irrevocable) specifying the Issuer's election to apply Condition 15(b) and the effective date for such application.

Prior to giving notice of such an amendment under this Condition 15(d) (*Events of Default - Restrictive Events of Default upon the occurrence of a Loss Absorption Disqualification Event*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the relevant circumstance referred to under this Condition 15(d) (*Events of Default - Restrictive Events of Default upon the occurrence of a Loss Absorption Disqualification Event*) does exist. Such certificate shall be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct, conclusive and sufficient evidence thereof.