

PART VII SCHEME

SUMMARY OF CONTRACTUAL AMENDMENTS FOR ISDA MASTER AGREEMENT, CSA, GMRA & GMSLA

This table sets out a summary of the key contractual amendments which will apply to Barclays Bank PLC's ("**BBPLC**") and Barclays Capital Securities Ltd's ("**BCSL**"): (i) ISDA Master Agreements; (ii) ISDA Credit Support Annexes; (iii) Global Master Repurchase Agreements; and (iv) Global Master Securities Lending Agreements (together, the "**Trading Agreements**"), as applicable, each as defined in the Part VII Scheme. To the extent that the specific amendments set out below conflict with any general amendments (please see the summary of general contract amendments), the specific amendments shall prevail.

The purpose of this summary is to provide an explanation of the indicative amendments that are likely be made to BBPLC and BCSL Trading Agreements under the Part VII Scheme. This summary is not an exhaustive list of the amendments made by the Part VII Scheme. If you would like to view a comprehensive list of amendments, please see section 2 of Schedule 3 of the [Scheme](#). The reflection of amendments in the table below is for illustrative purposes only. The terms of the agreements you have with BBPLC and BCSL may differ from the example below.

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SUMMARY OF CHANGES – ISDA MASTER AGREEMENT

<i>Reference</i>	<i>Description of change</i>	<i>Reflection of change in the ISDA Master Agreement (for illustrative purposes only)</i>	<i>Explanation</i>
General Amendment 1.2	References to BBPLC and BCSL and each entity's registration details, VAT number and contact details shall be amended to refer to the equivalent details of BBI.	<p align="center"> <u>Barclays Bank PLC</u> <u>Barclays Bank Ireland PLC</u> ("Party B") <u>Barclays Bank Ireland PLC is a public limited company incorporated in Ireland with regulated by the Central Bank of Ireland. Registered No. 396330. Established as a Public Limited Company under the laws of England and Wales having Company Number 1026167</u> </p>	<p>Barclays Bank Ireland PLC (BBI) is not incorporated in the United Kingdom and is not subject to the rules, regulations or laws of England and Wales.</p> <p>References to either BBPLC or BCSL and to its registration details are substituted with references to BBI and to BBI's registration details.</p>
Specific Amendment 2.5(a)(i)	If the 'Threshold Amount' for BBPLC or BCSL was a specified amount in pounds sterling (or determined by reference to a specified amount in pounds sterling), such amount shall be converted into Euro using a conversion rate of 1.10 Euro to 1 pound.	<p>"Threshold Amount" means, in respect of:</p> <p>Party A: [*] or its equivalent in other currencies.</p> <p>Party B: GBP 10,000,000 <u>EUR 11,000,000</u> or its equivalent in other currencies.</p>	The Cross Default Event of Default of the ISDA Master Agreement can only be triggered by a default under agreements where the aggregate principal amount of such agreements is not less than the 'Threshold Amount' and/or as a result of a failure to

			<p>pay under such agreements of not less than the 'Threshold Amount'.</p> <p>The applicable Threshold Amount for each party to the ISDA Master Agreement will be specified in the ISDA Schedule to such ISDA Master Agreement (or an amended Threshold Amount may be specified for a particular transaction in the confirmation for such transaction).</p> <p>In certain ISDA Master Agreements entered into by BBPLC or BCSL, the Threshold Amount for BBPLC or BCSL (as applicable) may be specified as being an amount in pounds sterling (e.g. a Threshold Amount of 'GBP 10,000,000 (or its equivalent in any other currency)').</p> <p>As BBI is incorporated in Ireland and the principle currency used by BBI is Euro as the currency of Ireland, any such reference to a specific sterling amount shall be converted into Euro (at a fixed conversion rate of 1.10 Euro to 1 pound) when the relevant ISDA Master Agreement is duplicated</p>
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			for BBI (e.g. a Threshold Amount of GBP 10,000,000 shall become a Threshold Amount of EUR 11,000,000).
General Amendment 1.21	<p>A credit rating of a particular rating agency in relation to BBPLC or BCSL shall be construed as, and take effect as, a credit rating of that rating agency in relation to BBI, provided that a reference to a credit rating from Moody's Investor Services ("Moody's") in relation to BBPLC or BCSL shall be:</p> <ul style="list-style-type: none"> • deleted if a rating is also specified in the relevant provision for each of Standard & Poor's ("S&P") and Fitch Ratings ("Fitch"); • if a rating is also specified for S&P but not for Fitch, replaced (mutatis mutandis) with the Fitch Equivalent Rating for Moody's; • if a rating is also specified for Fitch but not for S&P, replaced (mutatis mutandis) with the S&P Equivalent Rating for Moody's; • if no rating is specified for S&P or Fitch, replaced (mutatis mutandis) with the S&P Equivalent Rating for S&P and the Fitch Equivalent Rating for Fitch in which case, in respect of 	<p>"Credit Rating" means a credit rating issued by any of S&P, Moody's or Fitch with respect to a party's long-term, unsecured and unsubordinated debt.</p> <p>"Ratings Level" means a Credit Rating of at least [•] (S&P)/Baa3 (Moody's)[•] (Fitch) as applicable.</p> <p>"Moody's" means Moody's Investors Service, Inc. or its successor.</p>	<p>BBPLC has ratings from Moody's, S&P and Fitch, while BBI only has ratings from S&P and Fitch.</p> <p>Accordingly, if an ISDA Schedule includes a rating requirement in respect of BBPLC which references ratings from each of Moody's, S&P and Fitch, the references to Moody's are deleted.</p> <p>If an ISDA Schedule includes a rating requirement in respect of BBPLC which references ratings from each of Moody's and S&P (but not Fitch), the references to Moody's will be replaced with references to the equivalent rating for Fitch.</p> <p>If an ISDA Schedule includes a rating requirement in respect of BBPLC which references only Moody's, the references to Moody's will be replaced with references to the equivalent</p>

any provision which provides a consequence (such as, without limitation, a right to terminate) in the event of BBPLC or BCSL (as applicable) not having a specified rating from Moody's (howsoever expressed), such consequence shall instead be triggered by BBI not having the S&P Equivalent Rating from S&P or the Fitch Equivalent Rating from Fitch.

For the purposes of the above, "**S&P Equivalent Rating**" and "**Fitch Equivalent Rating**" means:

In respect of a long-term or short-term credit rating in respect of BBI, the rating of S&P or Fitch (as applicable) shown in the table below as being equivalent to the Moody's rating specified in the relevant provision of the relevant agreement or instrument. In respect of a credit rating of BBI, if the relevant Moody's rating below is equivalent to more than one S&P or Fitch rating (as applicable), the highest of such S&P or Fitch ratings (as applicable) shall apply.

Moody's rating		S&P Equivalent Rating		Fitch Equivalent Rating	
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term

ratings from Fitch and S&P. In respect of any provision in such ISDA Master Agreement providing a consequence (such as a termination right) if BBPLC does not have the required Moody's rating, such consequence shall instead be triggered by BBI not having the required S&P rating or the required Fitch rating.

	Aaa	P-1	AAA	A-1+	AAA	F1+
	Aa1		AA+		AA+	
	Aa2		AA		AA	
	Aa3		AA-		AA-	
	A1		A+	A-1	A+	F1/F1+
	A2	P-2/P-1	A		A	F1
	A3	P2/P-1	A-	A-2	A-	F2/F1
	Baa1	P-2	BBB+		BBB+	F2
	Baa2	P-3/P-2	BBB	A-3	BBB	F3/F2
	Baa3	P-3	BBB-		BBB-	F3
	Ba1	NP (Not Prime)	BB+	B	BB+	B
	Ba2		BB		BB	
	Ba3		BB-		BB-	
	B1		B+		B+	
	B2		B		B	

	B3		B-		B-				
	Caa1		CCC+	C	CCC	C			
	Caa2		CCC						
	Caa3		CCC-						
	Ca		CC		CC				
			C		C				
	C		SD/D	D	RD/D	RD/D			
Specific Amendment 2.5(a)(v)	<p>Any payee tax representation given by BBPLC or BCSL in an ISDA Master Agreement is replaced by an appropriate payee tax representation for BBI as an Irish entity.</p> <p>In particular, BBI will make new tax representations to reflect that it is incorporated under the laws of Ireland and is a tax resident in Ireland (and is therefore subject to Irish corporation tax).</p> <p>It shall also represent that it is a bank which is authorised to carry on banking business in Ireland under the relevant Irish legislation (the Central Bank Act 1971).</p> <p>BBI shall also represent with respect to transactions between it and the counterparty through branches or offices located in different</p>			<p>(c) Party B Payee Tax Representations: For the purpose of Section 3(f), Party B makes the following representation:</p> <p>(A) it is a company which is incorporated under the laws of Ireland and is resident in Ireland for the purposes of Irish corporation tax and is subject to tax therein;</p> <p>(B) it is a bank which is authorised under section 9 of the Central Bank Act 1971 of Ireland to carry on banking business in Ireland;</p> <p>(C) with respect to transactions between branches or offices of Party A and B which are located in different jurisdictions:</p> <p>"It is fully eligible for the benefits of the 'Business Profits' or 'Industrial and Commercial Profits' provision, as the case may be, the 'interest' provision or the 'Other Income' provision, if any, of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in</p>			<p>BBI is not incorporated in the United Kingdom. Accordingly, any payee tax representation given by either BBPLC or BCSL in an ISDA Master Agreement shall be replaced with an appropriate Irish tax representation for BBI.</p>		

	<p>jurisdictions that it is fully eligible for the specific tax benefits, namely the 'Business Profits' or the 'Industrial and Commercial Profits' provision, and potentially 'interest' provision or 'Other Income' provisions (if any) of any income tax treaty between Ireland and the jurisdiction of the counterparty's office.</p>	<p><u>connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment (as that term is defined in the Specified Treaty) in the Specified Jurisdiction."</u></p> <p><u>For the purposes of the above:</u></p> <p><u>"Specified Treaty" means, the income tax treaty, if any, between Ireland and the Specified Jurisdiction.</u></p> <p><u>"Specified Jurisdiction" means, the jurisdiction of the Office of Barclays Bank Ireland PLC which is party to the transaction." It is a company incorporated under the laws of England and Wales Ireland and is tax resident in the United Kingdom Ireland.</u></p>	
<p>Specific Amendment 2.5(a)(iii)</p> <p>General Amendment 1.12</p>	<p>If specific notice details had been included for BBPLC or BCSL in an ISDA Master Agreement relating to communications under Sections 5 and/or 6 of the ISDA Master Agreement, such notice details shall be replaced with such notice details as BBI shall specify.</p> <p>This does not apply to any email addresses specified for BBPLC or BCSL, which shall remain unchanged and specified for BBI.</p> <p>In relation to the delivery of an early termination notice to BBI only, such early termination notice shall also be required to be copied to the current address and contact details of BBPLC or BCSL (as applicable).</p>	<p><i>(C) Notices or communications relating to Sections 5 and/or 6 should be sent to:</i></p> <p>Attention: Regional General Counsel & Derivatives Legal Directors</p> <p>Address: <u>One Molesworth Street, Dublin 2, Ireland, D02 RF29</u>Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB</p> <p><u>Provided That any notice which has the effect of terminating one or more Transactions prior to its scheduled termination date shall also be copied to Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London E14 4BB (Attention: Regional General Counsel & Derivatives Legal Directors)</u></p>	<p>Specific Notice details may have been specified in an ISDA Master Agreement entered into by either BBPLC or BCSL in respect of notices relating to an Event of Default, a Termination Event or otherwise in relation to termination. In this circumstance, BBI will specify replacement notice details (save for any specified email address which shall remain unchanged and used by BBI). Any early termination notice to BBI shall also be required to be copied to the current address and contact details</p>

			of BBPLC or BCSL (as applicable).
Specific Amendment 2.5(a)(vi)	If provisions were incorporated into and/or otherwise amended (the " DF Amendments ") in the relevant Existing Master Agreement as a result of BBPLC or BCSL and the counterparty having entered into or incorporated by reference the terms of the ISDA March 2013 DF Protocol, the ISDA March 2013 DF Supplement, the ISDA August 2012 DF Protocol and/or the ISDA August 2012 DF Supplement (in each case as amended or supplemented), such DF Amendments shall not be incorporated into the Duplicated Master Agreement. Instead, the DF Amendments shall be automatically made to the Duplicated Master Agreement if and with effect from the date on which BBI becomes a registered 'swap dealer' (as defined in Section 1a(49) of the US Commodity Exchange Act and CFTC Regulation 1.3 (ggg) (a " Swap Dealer ")).	<i>ISDA March 2013 DF Protocol.</i> This Master Agreement shall be supplemented to the same extent as if it were a "Matched PCA" under the ISDA March 2013 DF Protocol Agreement, as published on March 22, 2013, by ISDA if and with effect from the date on which Party B becomes a registered 'swap dealer' (as defined in Section 1a(49) of the US Commodity Exchange Act and CFTC Regulation 1.3 (ggg).	Any provisions included in an Existing Master Agreement from the ISDA Dodd Frank protocols are disappplied in the Duplicated Master Agreement entered into with BBI to reflect BBI's current status.
Specific Amendment 2.5(a)(vii)	Any representation and/or warranty made by BBPLC or BCSL that it is a Swap Dealer (howsoever expressed) shall be amended such that BBI shall only make such representation and/or warranty if it has become a Swap Dealer on or prior to the date on which such representation and/or warranty would otherwise be made.	[(i)(D)] Party B is a 'swap dealer' as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3 (ggg). The representation at paragraph [(i)(D)] above shall only apply if Party B has become a 'swap dealer' on or prior to the date on which such representation would otherwise be made.	Any such representation included in an Existing Master Agreement is disappplied in the Duplicated Master Agreement with BBI to reflect BBI's current status.

<p>General Amendment 3.1</p>	<p>Amendments shall be made to include the irrevocable appointment by BBI of BBPLC as its agent to accept service of process in England for any disputes arising under or in connection therewith.</p>	<p>Process Agent. For the purposes of Section 13(c) of this Agreement each party’s Process Agent is as follows:</p> <p>Party A: [•]</p> <p>Party B: Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BBNone.</p>	<p>As UK Companies, BBPLC and BCSL did not need to appoint a process agent in order for documents to be served on them in the UK. BBI is not a UK company, so BBPLC will be appointed as BBI's process agent to accept correspondence in respect of any disputes that arise under or in connection with the ISDA Master Agreement.</p>
<p>Specific Amendment 2.5(a)(iv)</p>	<p>The ISDA Master Agreement enables each party to specify that it is a 'Multibranch Party'. If a party is specified as being a Multibranch Party in the ISDA Schedule, it can select the 'Office' through which it will make and receive payments for a transaction from those listed in the ISDA Schedule.</p> <p>If BBPLC or BCSL was specified in an ISDA Master Agreement as being a Multibranch Party, this shall be amended so that BBI is specified as not being a Multibranch Party. As a result, BBI will only be able to enter into future transactions under the relevant ISDA Master Agreement through its Dublin office.</p>	<p>Party B: is <u>not</u> a Multibranch Party and may act through its Dublin office London, Hong Kong, New York, Belfast, Dubai, Shanghai and Singapore offices.</p>	<p>BBI will not have the same branch network as BBPLC so it will not be specified as a “multibranch party” and therefore will not be able to enter into transactions out of different branches.</p>

<p>General Amendment 1.23</p>	<p>References to London, England or the UK or to dates on which commercial banks are open for business in London, England or the UK in any definition of "Local Business Day" or "Business Day" or similar shall be construed as, and take effect as, a reference to Dublin, Ireland or to dates on which commercial banks are open for business in Dublin, Ireland (as the case may be).</p> <p>This amendment is not made in respect of any ISDA Master Agreement entered into with a prime brokerage client.</p>	<p>Party B specifies the following place(s) for the purposes of the definition of Local Business Day as it applies to it: Dublin-London, New York, Singapore, Tokyo.</p>	<p>As BBI is located in Dublin, references to London in a Local Business Day definition shall be updated to refer to Dublin business days instead of London.</p> <p>This amendment is not made in respect of any ISDA Master Agreement entered into with a prime brokerage client.</p> <p>In respect of a derivatives transaction entered into under an ISDA Master Agreement, this general amendment of the Local Business Day Definition to Ireland shall not apply to a confirmation where the reference to London relates to the underlying asset, benchmark (e.g. LIBOR), index (e.g. FTSE 100), reference rate or reference asset (e.g. gilts) (as applicable) for such transaction.</p>
<p>General Amendment 4</p>	<p>Provisions relating to the bail-in powers of the Bank Recovery and Resolution Directive (BRRD) are added.</p>	<p><u>Article 55 of the Bank Recovery and Resolution Directive (BRRD)</u></p> <p><u>1. Notwithstanding any other terms of the agreement or any other agreement, arrangement or understanding between the parties, each party acknowledges and accepts that</u></p>	<p>Under Article 55 of the Bank Recovery and Resolution Directive (BRRD), EU firms such as BBI are required to include a contractual term in non-EU law governed contracts which render relevant liabilities subject to the</p>

		<p><u>to the extent that a party is subject to an Article 55 Requirement, any liability of that party under or in connection with the agreement may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:</u></p> <p><u>1.1 any Bail-In Action in relation to any such liability, including (without limitation):</u></p> <p><u>(a) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;</u></p> <p><u>(b) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and</u></p> <p><u>(c) a cancellation of any such liability; and</u></p> <p><u>1.2 a variation of any terms of the agreement to the extent necessary to give effect to any</u></p>	<p>regulators' bail-in powers should the counterparty become a failing institution. The contractual term must include an acknowledgement and acceptance that the in-scope entity's liability may be subject to the bail-in powers of the BRRD.</p> <p>This is unlikely to have been included in many (if any) ISDA Master Agreements entered into by BBPLC or BCSL given English law is currently an EU law. Upon the UK's exit from the EU however the inclusion of such provisions will be necessary in English law contracts.</p>
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		<p><u>Bail-In Action in relation to any such liability.</u></p> <p><u>For the purposes of section 1:</u></p> <p><u>"Article 55 Requirement" means a requirement under any applicable Bail-In Legislation to obtain from its counterparties contractual recognition of Bail-In Action;</u></p> <p><u>"Bail-In Action" means the exercise of any Write-down and Conversion Powers;</u></p> <p><u>"Bail-In Legislation" means:</u></p> <p>(a) <u>in relation to Ireland, the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289/2015);</u></p> <p>(b) <u>in relation to Austria, the Austrian Federal Law on the Restructuring and Resolution of Banks (Bundesgesetz über die Sanierung unter Abwicklung von Banken) and any other law or regulation applicable in Austria relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration</u></p>	
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		<p><u>(Geschäftsaufsicht) or insolvency proceedings);</u></p> <p><u>(c) in relation to Belgium, the law of 25 April on the status and supervision of credit institutions, and any other law or regulation relating to the transposition of Directive 2014/59/EU under Belgian law;</u></p> <p><u>(d) in relation to Bulgaria, the Recovery and Resolution of Credit Institutions and Investment Firms Act (promulgated, State Gazette Issue No. 62 of 2015) and any other law or regulation applicable in Bulgaria relating to the recovery and resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or insolvency proceedings);</u></p> <p><u>(e) in relation to Croatia, the Croatian Act on Resolution of Credit Institutions and Investment Firms (Zakon o sanaciji kreditnih institucija i investicijskih društava) (Official Gazette 19/2015) and any other law or regulation applicable in Croatia relating to the resolution of unsound or</u></p>	
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		<p><u>failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, special administration or insolvency proceedings);</u></p> <p>(f) <u>in relation to Cyprus, the Resolution of Credit Institutions and Investment Firms Law of 2016, Law No. 22(1)/2016 and any other law applicable in the Republic of Cyprus relating to the resolution of unsound or failing banks or other financial institutions (otherwise than through liquidation, administration or insolvency proceedings), including the EU Regulation No. 806/2014;</u></p> <p>(g) <u>in relation to the Czech Republic, the Czech Act No. 374/2015 Coll. And any other law or regulation applicable in the Czech Republic relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(h) <u>in relation to Denmark, Danish Act No. 333 of 31 March 2015 on the restructuring and winding-up of credit</u></p>	
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		<p><u>institutions and investment firms, Chapter 17a of the Danish Act on Financial Business, Consolidated Act no. 182 of 18 February 2015 and any executive order or guidance rules issued pursuant thereto;</u></p> <p>(i) <u>in relation to Estonia, the Financial Crisis Prevention and Resolution Act of Estonia, the Reorganisation Act of Estonia and any other law or regulation applicable in Estonia relating to the resolution of unsound or failing bank, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(j) <u>in relation to Finland, the Act on Procedure for the Resolution of Credit Institutions and Investment Firms (laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisuta, 1194/2014) and any other law or regulation applicable in Finland relating to the resolution of unsound or failing banks, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other</u></p>	
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		<p><u>applicable insolvency proceedings);</u></p> <p><u>(k) in relation to France, Ordinance no. 2015-1024 of 20 August 2015 as it may be superseded, and any other law or regulation relating to the transposition of Directive 2014/59/EU under French law;</u></p> <p><u>(l) in relation to Germany, (i) the Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz, "SAG") which implements Directive 2014/59/EU and (ii) Regulation (EU) No 806/2014;</u></p> <p><u>(m) in relation to Greece, Law 3864/2010 and Article 2 of implementing Law 4335/2015 and any other law or regulation applicable in Greece relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(n) in relation to Hungary, Act XXXVII of 2014 on the improvement of the institutional system strengthening the security of certain participants of the</u></p>	
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		<p><u>financial intermediary system and any other law or regulation implementing the provisions of such act or Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;</u></p> <p><u>(o) in relation to Italy, the Italian Legislative Decrees no. 180 and 181 of 16 November 2015 (as implemented and integrated from time to time) relating to the resolution of banks, banking group companies, credit institutions, investment firms or financial institutions, or any of their affiliates;</u></p> <p><u>(p) in relation to Latvia, the Law on Recovery and Resolution of Credit Institutions and Investment Brokerage Firms and any other regulation applicable in Latvia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(q) in relation to Lithuania, the Law on Financial Sustainability of the Republic</u></p>	
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		<p><u>of Lithuania of 22 July 2009 No. XI-393 and any other law or regulation applicable in Lithuania relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(r) in relation to Luxembourg, the Luxembourg law of 5 April 1993 on the financial sector and the Luxembourg law of 18 December 2015 on the default of credit institutions and certain investment firms and any other law or regulation, or circulars applicable in Luxembourg relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(s) in relation to Malta, Legal Notice 301 of 2015 referred to as the Recovery and Resolution Regulations 2015;</u></p> <p><u>(t) in relation to the Netherlands, the Dutch BRRD Implementation Act (Implementatiewet Europees</u></p>	
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		<p><u>kader voor herstel en afwikkeling van banken en beleggingsondernemingen) and any other law or regulation applicable in the Netherlands relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(u) <u>in relation to Poland, the Act dated 10 June 2016 on the Bank Guarantee Fund, the Deposit Guarantee Scheme and Mandatory Restructuring and any other law or regulation applicable in Poland relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceeding);</u></p> <p>(v) <u>in relation to Portugal, Title VIII of the Portuguese Legal Framework of Credit Institution and Financial Companies, approved by Decree-Law No. 298/92, of 31 December 1992, as amended by Law No. 66/2015, of 6 July 2015 and Decree-Law No. 199/2006 of 14 August 2006,</u></p>	
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		<p><u>as amended by Law No. 23-A/2015, of 26 March 2015, and any other law or regulation applicable in Portugal relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(w) in relation to Romania, the Romanian Law no. 312/2015 on the recovery and resolution of credit institutions and investment firms and amending and supplementing certain legislative acts relevant for the financial sector and any other law or regulation applicable in Romania relating to the resolution of unsound or failing credit institutions, investment firms or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(x) in relation to Slovakia, the Slovak Act No. 371/2014 Coll., on resolution of crisis situations in the financial markets;</u></p> <p><u>(y) in relation to Slovenia, the Slovenian Banking Act-2 (Official Gazette No.</u></p>	
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		<p><u>25/2015), the Slovenian Banking Act-1 (Official Gazette No. 99/10) and any other law or regulation applicable in Slovenia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(z) in relation to Spain, the Spanish Law 11/2015, of 18 June, on Restructuring and Resolution of Credit Institutions and Investment Firms and any other law or regulation applicable in Spain relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and</u></p> <p><u>(aa) in relation to Sweden, the Swedish Resolution Act 2015 (Sw.lag (2015:1016) om resolution) and the Swedish Financial Supervisory Authority's regulations FFFS 2016:6 (Sw. Finansinspektionens föreskrifter (2016:6) om återhämtningsplaner,</u></p>	
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		<p><u>koncernåterhämtningsplaner och avtal om finansiellt stöd inom koncerner) applicable to the resolution of unsound or failing banks, investment firms or other financial institutions or their Swedish affiliates (otherwise than through liquidation, reorganisation or bankruptcy proceedings);</u></p> <p><u>"EEA Member Country" means any country which is a party to the Agreement on the European Economic Area;</u></p> <p><u>"Resolution Authority" means the Central Bank of Ireland or any successor entity, or any other authority in an EEA Member Country with the power to exercise the Write-down and Conversion Powers;</u></p> <p><u>"Write-down and Conversion Powers" means:</u></p> <p>(a) <u>in relation to any EEA Member Country, any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in the relevant EEA Member Country, relating to the transposition of Directive 2014/59/EU establishing a</u></p>	
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		<p><u>framework for the recovery and resolution of credit institutions and investment firms, including the Bail-In Legislation and Regulation (EU) No 806/2014 and the instruments, rules and standards created thereunder, pursuant to which:</u></p> <p>(i) <u>any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and</u></p> <p>(ii) <u>any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised.</u></p>	
SUMMARY OF CHANGES – ISDA CREDIT SUPPORT ANNEX (CSA)			
<i>Reference</i>	<i>Description of change</i>	<i>Reflection of change in the CSA (for illustrative purposes only)</i>	<i>Explanation</i>

General Amendment 1.1	References to BBPLC or BCSL (as applicable) or "Bank", shall be construed as, and take effect as, a reference to BBI.	<p style="text-align: center;">Barclays Bank Ireland PLC</p> <p style="text-align: center;">("Party B")</p>	References to either BBPLC or BCSL shall be substituted with references to BBI.
Specific Amendment 2.2(i)	If the currencies of the member states of the European Union are specified as being an eligible currency for the purposes of the eligibility of securities or collateral under a CSA, pounds sterling shall also be added as an eligible currency and shall (if applicable) have the same valuation percentage.	<p>(a) Base Currency and Eligible Currency.</p> <p>(i) "Base Currency" means [•].</p> <p>(ii) "Eligible Currency" means the Base Currency, the currencies of the member states of the European Union and Pounds Sterling.</p>	A CSA will specify which currencies and/or securities are eligible to be delivered under such CSA as collateral. While we believe the actual number of cases to be limited, there may be instances in a CSA where it is specified that (a) 'the currencies of the member states of the European Union' generally are eligible for collateral (rather than listing out each such currency or selecting certain EU currencies) or (b) the 'debt obligations issued by member states of the European Union' generally are eligible for collateral (rather than listing out debt obligations of each such country or selecting debt obligations of certain EU countries). In either case, if this general language appears in a CSA, the result is that pounds sterling and/or debt securities issued by the United Kingdom would currently be eligible collateral in such CSA as a result of the United Kingdom being a

			<p>member state of the European Union.</p> <p>To cater for this limited scenario, an amendment is included in the Part VII Scheme which provides for (1) pounds sterling to continue to be an Eligible Currency and (2) UK gilts to continue to be eligible under such CSA after the UK's exit from the EU notwithstanding the UK ceasing to be an EU member state. <u>Please note, the intent of this provision is to keep clients in the same position as they are today. It is not intended to increase the types of collateral used by the parties as compared to what is currently eligible. For example, in cases where there are additional restrictions placed on government bond collateral which disqualify gilts (e.g. must be denominated in EUR), gilts will remain ineligible.</u></p> <p>In the CSA, a valuation percentage will be specified for each eligible currency (effectively specifying the 'haircut' that such</p>
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			<p>currency is subject to when delivered as collateral).</p> <p>Upon pounds sterling becoming specified explicitly in the relevant CSA as an eligible currency, it shall be given the same valuation percentage as applied to it under the existing CSA where it was not specified explicitly but fell within a generic definition of 'the currencies of the member states of the European Union'.</p>
Specific Amendment 2.2(ii)	<p>If debt obligations issued by member states of the European Union (howsoever expressed) are specified as being eligible securities, eligible collateral or eligible credit support (howsoever expressed) for the purpose of determining the types of securities that are eligible to be transferred under a CSA (as collateral or otherwise), equivalent debt obligations issued by the United Kingdom shall be added as eligible securities, eligible collateral or eligible credit support and shall have the same valuation percentage.</p>	<p>Negotiable debt obligations issued by governments of the member states of the European Union or the United Kingdom having a residual maturity on such date of less than [•] years.</p>	<p>A CSA will specify which currencies and/or securities are eligible to be delivered under such CSA as collateral. While we believe the actual number of cases to be limited, there may be instances in a CSA where it is specified that (a) 'the currencies of the member states of the European Union' generally are eligible for collateral (rather than listing out each such currency or selecting certain EU currencies) or (b) the 'debt obligations issued by member states of the European Union' generally are eligible for</p>

			<p>collateral (rather than listing out debt obligations of each such country or selecting debt obligations of certain EU countries). In either case, if this general language appears in a CSA, the result is that pounds sterling and/or debt securities issued by the United Kingdom would currently be eligible collateral in such CSA as a result of the United Kingdom being a member state of the European Union.</p> <p>To cater for this limited scenario, an amendment is included in the Part VII Scheme which provides for (1) pounds sterling to continue to be an Eligible Currency and (2) UK gilts to continue to be eligible under such CSA after the UK's exit from the EU notwithstanding the UK ceasing to be an EU member state. <u>Please note, the intent of this provision is to keep clients in the same position as they are today. It is not intended to increase the types of collateral used by the parties as compared to what is currently eligible. For example, in cases</u></p>
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			<p><u>where there are additional restrictions placed on government bond collateral which disqualify gilts (e.g. must be denominated in EUR), gilts will remain ineligible.</u></p> <p>In the CSA, a valuation percentage is specified for each type of eligible security (effectively specifying the 'haircut' that such security is subject to when delivered as collateral).</p> <p>Upon gilts becoming specified explicitly in the relevant CSA as an eligible security, they shall be given the same valuation percentage as applied to them under the existing CSA where they were not specified explicitly but fell within a generic definition of 'debt obligations issued by member states of the European Union'.</p>						
General Amendment 1.6	Account details of BBPLC or BCSL in a CSA shall be construed as a reference to such account details as BBI shall specify.	<table border="1"> <tr> <td colspan="3" data-bbox="1055 1182 1570 1241"><u>GBP CASH</u></td> </tr> <tr> <td data-bbox="1055 1241 1227 1367">Account With:</td> <td data-bbox="1227 1241 1400 1367"></td> <td data-bbox="1400 1241 1570 1367">[Barclays Bank PLC London.]</td> </tr> </table>	<u>GBP CASH</u>			Account With:		[Barclays Bank PLC London.]	Any account details of either BBPLC or BCSL shall be substituted with such account details as BBI shall specify.
<u>GBP CASH</u>									
Account With:		[Barclays Bank PLC London.]							

		Beneficiary:	[BARCGB2 2.]	[Barelays Head Office SWAPS .]	
		IBAN No:	[GB 46 BARC 200000 00152021.]		
		Reference:	[COLLATE RAL.]		
General Amendment 1.23	References to London, England or the UK or to dates on which commercial banks are open for business in London, England or the UK in any definition of "Local Business Day" or "Business Day" or similar shall be construed as, and take effect as, a reference to Dublin, Ireland or to dates on which commercial banks are open for business in Dublin, Ireland (as the case may be).				
Specific Amendment 2.5(b)	<p>This amendment is not made in respect of any CSA entered into with a prime brokerage client.</p> <p>If London, England or the UK or dates on which commercial banks are open for business in London, England or the UK were specified as a "Valuation Date" or "Valuation Date Location" in respect of BBPLC or BCSL, this shall be replaced with Dublin, Ireland or dates on which commercial banks are open for business in Dublin, Ireland (as the case may be) in respect of BBI only. If London, England or the UK or dates on which commercial banks are open for</p>		<p>For purposes of the definitions of "Valuation Date", "Valuation Time", "Notification Time" and "Resolution Time", "Local Business Day" shall mean a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in <u>Dublin</u> London and [•].</p> <p>For purposes of the definition of "Valuation Date", "Valuation Date Location" shall mean a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in <u>Dublin</u> London in relation to Party A (BBI) and [London and [•]] in relation to Party B.</p>	<p>As BBI is located in Dublin, references to London in a Local Business Day/ Valuation Time/Resolution Time definition are updated to refer to the Dublin <i>provided that</i> in respect of a Valuation Date definition a reference to London is only changed to Dublin in respect of BBI.</p> <p>This amendment is not made in respect of any CSA entered into with a prime brokerage client.</p>	

	business in London, England or the UK were specified as a "Valuation Date" or "Valuation Date Location" in respect of the counterparty, London, England or the UK or dates on which commercial banks are open for business in London, England or the UK (as the case may be) shall remain specified in respect of the counterparty.		
SUMMARY OF CHANGES - GLOBAL MASTER REPURCHASE AGREEMENT (GMRA)			
Reference	Description of change	Reflection of change in the GMRA (for illustrative purposes only)	Explanation
General Amendment 1.2	References to BBPLC and BCSL and each entity's company registration details, VAT number and contact details shall be amended to refer to the equivalent details of BBI.	BARCLAYS BANK <u>IRELAND</u> PLC (Party A) <i>a company incorporated under the laws of <u>England-Ireland</u> whose registered office is at <u>One Molesworth Street, Dublin 2, Ireland, D02 RF29, 1 Churchill Place, Canary Wharf, London E14 5HP</u> acting through one or more Designated Offices</i>	BBI is not incorporated in the United Kingdom and is not subject to the rules, regulations or laws of England and Wales. References to either BBPLC or BCSL and its registration details shall be substituted with references to BBI.
General Amendment 1.13	Any reference to BBPLC or BCSL's office or location out of which it may act as being in London, England, UK shall be construed as, and take effect as, a reference to BBI's registered office in Dublin, Ireland.	(a) paragraph 2(p). Party A's Designated Offices: London <u>Dublin</u>	References to an office out of which BBI can act being in London shall be substituted with a reference to it being in Dublin. BBI will not have the same branch network as BBPLC and therefore will not enter into transactions out of different branches.
Specific Amendment 2.3(a)	In addition, if any branches or offices of BBPLC or BCSL were specified as 'Designated Offices' in addition to the head office, such additional branches or offices shall be deleted.		

<p>General Amendment 1.12</p>	<p>Any address and contact details for notices to be given to BBPLC or BCSL or to notices being given to BBPLC or BCSL at its main establishment, registered office, main office, registered place of business or similar being located in London, England, UK shall be construed as, and take effect as, a reference to BBI's address, and contact details or, as the case may be, BBI's main establishment, registered office, main office, registered place of business or similar being located in Dublin, Ireland, except that in relation to the delivery of an early termination notice to BBI only, such early termination notice shall also be required to be copied to the current address and contact details of BBPLC or BCSL (as applicable).</p>	<p>(i) Address for notices and other communications for Party A –</p> <p>Address: Barclays Bank PLC Barclays Bank Ireland One Molesworth Street Dublin 2 Ireland D02 RF29 5 The North Colonnade Canary Wharf London E14 4BB</p> <p>Attention: Legal Director []</p> <p>Telephone: []+44 (0)20 7773 0188</p> <p>Facsimile: []+44 (0)20 7773 4932</p> <p><u><i>Provided That any notice which has the effect of terminating one or more Transactions prior to its scheduled termination date shall also be copied to Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London E14 4BB (Attention: Legal Director)</i></u></p>	<p>References to either BBPLC or BCSL and to its address and contact details for notices shall be substituted with references to BBI and to BBI's address and contact details. Any early termination notice to BBI shall also be required to be copied to the current address and contact details of BBPLC or BCSL (as applicable).</p>
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<p>General Amendment 3.1</p>	<p>Amendments shall be made to include the irrevocable appointment by BBI of BBPLC as its agent to accept service of process in England for any disputes arising under or in connection therewith.</p>	<p>(b) paragraph 17. For the purposes of paragraph 17 of this Agreement -</p> <p>(i) Party A appoints as its agent for service of process: not applicable-Barclays Bank PLC</p>	<p>As UK Companies, BBPLC and BCSL did not need to appoint a process agent in order for documents to be served on them in the UK. BBI is not a UK company, so BBPLC will be appointed as BBI's process agent to accept correspondence in respect of any disputes that arise under or in connection with the GMRA.</p>
<p>General Amendment 4</p>	<p>Provisions relating to the bail-in powers of the Bank Recovery and Resolution Directive (BRRD) are added.</p>	<p>Article 55 of the Bank Recovery and Resolution Directive (BRRD)</p> <p>1. Notwithstanding any other terms of the agreement or any other agreement, arrangement or understanding between the parties, each party acknowledges and accepts that to the extent that a party is subject to an Article 55 Requirement, any liability of that party under or in connection with the agreement may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:</p> <p>1.1 any Bail-In Action in relation to any such liability, including (without limitation):</p>	<p>Under Article 55 of the Bank Recovery and Resolution Directive (BRRD), EU firms such as BBI are required to include a contractual term in non-EU law governed contracts which render relevant liabilities subject to the regulators' bail-in powers should the counterparty become a failing institution. The contractual term must include an acknowledgement and acceptance that the in-scope entity's liability may be subject to the bail-in powers of the BRRD.</p> <p>This is unlikely to have been included in many (if any) GMRA's entered into by BBPLC or BCSL given English law is currently an</p>

		<p>(a) <u>a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;</u></p> <p>(b) <u>a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and</u></p> <p>(c) <u>a cancellation of any such liability; and</u></p> <p>1.2 <u>a variation of any terms of the agreement to the extent necessary to give effect to any Bail-In Action in relation to any such liability.</u></p> <p><u>For the purposes of section 1:</u></p> <p><u>"Article 55 Requirement" means a requirement under any applicable Bail-In Legislation to obtain from its counterparties contractual recognition of Bail-In Action;</u></p> <p><u>"Bail-In Action" means the exercise of any Write-down and Conversion Powers;</u></p>	<p>EU law. Upon the UK's exit from the EU however the inclusion of such provisions will be necessary in English law contracts.</p>
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		<p><u>"Bail-In Legislation" means:</u></p> <p>(a) <u>in relation to Ireland, the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289/2015);</u></p> <p>(b) <u>in relation to Austria, the Austrian Federal Law on the Restructuring and Resolution of Banks (Bundesgesetz über die Sanierung und Abwicklung von Banken) and any other law or regulation applicable in Austria relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration (Geschäftsaufsicht) or insolvency proceedings);</u></p> <p>(c) <u>in relation to Belgium, the law of 25 April on the status and supervision of credit institutions, and any other law or regulation relating to the transposition of Directive 2014/59/EU under Belgian law;</u></p> <p>(d) <u>in relation to Bulgaria, the Recovery and Resolution of Credit Institutions and Investment Firms Act</u></p>	
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		<p><u>(promulgated, State Gazette Issue No. 62 of 2015) and any other law or regulation applicable in Bulgaria relating to the recovery and resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or insolvency proceedings);</u></p> <p><u>(e) in relation to Croatia, the Croatian Act on Resolution of Credit Institutions and Investment Firms (Zakon o sanaciji kreditnih institucija i investicijskih društava) (Official Gazette 19/2015) and any other law or regulation applicable in Croatia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, special administration or insolvency proceedings);</u></p> <p><u>(f) in relation to Cyprus, the Resolution of Credit Institutions and Investment Firms Law of 2016, Law No. 22(1)/2016 and any other law applicable in the Republic of Cyprus relating to the resolution of unsound or failing banks or other financial</u></p>	
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		<p><u>institutions (otherwise than through liquidation, administration or insolvency proceedings), including the EU Regulation No. 806/2014;</u></p> <p><u>(g) in relation to the Czech Republic, the Czech Act No. 374/2015 Coll. And any other law or regulation applicable in the Czech Republic relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(h) in relation to Denmark, Danish Act No. 333 of 31 March 2015 on the restructuring and winding-up of credit institutions and investment firms, Chapter 17a of the Danish Act on Financial Business, Consolidated Act no. 182 of 18 February 2015 and any executive order or guidance rules issued pursuant thereto;</u></p> <p><u>(i) in relation to Estonia, the Financial Crisis Prevention and Resolution Act of Estonia, the Reorganisation Act of Estonia and any other law or regulation applicable in Estonia relating to the</u></p>	
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		<p><u>resolution of unsound or failing bank, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(j) <u>in relation to Finland, the Act on Procedure for the Resolution of Credit Institutions and Investment Firms (laki luottolaitosten ja sijoituspalveluyritysten kriisinratkaisuta, 1194/2014) and any other law or regulation applicable in Finland relating to the resolution of unsound or failing banks, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other applicable insolvency proceedings);</u></p> <p>(k) <u>in relation to France, Ordinance no. 2015-1024 of 20 August 2015 as it may be superseded, and any other law or regulation relating to the transposition of Directive 2014/59/EU under French law;</u></p> <p>(l) <u>in relation to Germany, (i) the Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz, "SAG") which implements Directive</u></p>	
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		<p><u>2014/59/EU and (ii) Regulation (EU) No 806/2014;</u></p> <p><u>(m) in relation to Greece, Law 3864/2010 and Article 2 of implementing Law 4335/2015 and any other law or regulation applicable in Greece relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(n) in relation to Hungary, Act XXXVII of 2014 on the improvement of the institutional system strengthening the security of certain participants of the financial intermediary system and any other law or regulation implementing the provisions of such act or Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;</u></p> <p><u>(o) in relation to Italy, the Italian Legislative Decrees no. 180 and 181 of 16 November 2015 (as implemented and integrated from time to time) relating to the resolution of banks, banking group</u></p>	
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		<p><u>companies, credit institutions, investment firms or financial institutions, or any of their affiliates;</u></p> <p><u>(p) in relation to Latvia, the Law on Recovery and Resolution of Credit Institutions and Investment Brokerage Firms and any other regulation applicable in Latvia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(q) in relation to Lithuania, the Law on Financial Sustainability of the Republic of Lithuania of 22 July 2009 No. XI-393 and any other law or regulation applicable in Lithuania relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(r) in relation to Luxembourg, the Luxembourg law of 5 April 1993 on the financial sector and the Luxembourg law of 18 December 2015 on the default</u></p>	
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		<p><u>of credit institutions and certain investment firms and any other law or regulation, or circulars applicable in Luxembourg relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(s) <u>in relation to Malta, Legal Notice 301 of 2015 referred to as the Recovery and Resolution Regulations 2015;</u></p> <p>(t) <u>in relation to the Netherlands, the Dutch BRRD Implementation Act (Implementatiewet Europees kader voor herstel en afwikkeling van banken en beleggingsondernemingen) and any other law or regulation applicable in the Netherlands relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(u) <u>in relation to Poland, the Act dated 10 June 2016 on the Bank Guarantee Fund, the</u></p>	
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		<p><u>Deposit Guarantee Scheme and Mandatory Restructuring and any other law or regulation applicable in Poland relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceeding);</u></p> <p>(v) <u>in relation to Portugal, Title VIII of the Portuguese Legal Framework of Credit Institution and Financial Companies, approved by Decree-Law No. 298/92, of 31 December 1992, as amended by Law No. 66/2015, of 6 July 2015 and Decree-Law No. 199/2006 of 14 August 2006, as amended by Law No. 23-A/2015, of 26 March 2015, and any other law or regulation applicable in Portugal relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(w) <u>in relation to Romania, the Romanian Law no. 312/2015 on the recovery and resolution of credit institutions and investment firms and</u></p>	
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		<p><u>amending and supplementing certain legislative acts relevant for the financial sector and any other law or regulation applicable in Romania relating to the resolution of unsound or failing credit institutions, investment firms or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(x) <u>in relation to Slovakia, the Slovak Act No. 371/2014 Coll., on resolution of crisis situations in the financial markets;</u></p> <p>(y) <u>in relation to Slovenia, the Slovenian Banking Act-2 (Official Gazette No. 25/2015), the Slovenian Banking Act-1 (Official Gazette No. 99/10) and any other law or regulation applicable in Slovenia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(z) <u>in relation to Spain, the Spanish Law 11/2015, of 18 June, on Restructuring and Resolution of Credit</u></p>	
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		<p><u>Institutions and Investment Firms and any other law or regulation applicable in Spain relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and</u></p> <p>(aa) <u>in relation to Sweden, the Swedish Resolution Act 2015 (Sw.lag (2015:1016) om resolution) and the Swedish Financial Supervisory Authority's regulations FFFS 2016:6 (Sw. Finansinspektionens föreskrifter (2016:6) om återhämtningsplaner, koncernåterhämtningsplaner och avtal om finansiellt stöd inom koncerner) applicable to the resolution of unsound or failing banks, investment firms or other financial institutions or their Swedish affiliates (otherwise than through liquidation, reorganisation or bankruptcy proceedings);</u></p> <p><u>"EEA Member Country" means any country which is a party to the Agreement on the European Economic Area;</u></p>	
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		<p><u>"Resolution Authority" means the Central Bank of Ireland or any successor entity, or any other authority in an EEA Member Country with the power to exercise the Write-down and Conversion Powers;</u></p> <p><u>"Write-down and Conversion Powers" means:</u></p> <p>(a) <u>in relation to any EEA Member Country, any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in the relevant EEA Member Country, relating to the transposition of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, including the Bail-In Legislation and Regulation (EU) No 806/2014 and the instruments, rules and standards created thereunder, pursuant to which:</u></p> <p>(i) <u>any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into</u></p>	
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		<p><u>shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and</u></p> <p><u>(ii) -any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised.</u></p>	
SUMMARY OF CHANGES - GLOBAL MASTER SECURITIES LENDING AGREEMENT (GMSLA)			
<i>Reference</i>	<i>Description of change</i>	<i>Reflection of change in the GMSLA (for illustrative purposes only)</i>	<i>Explanation</i>
General Amendment 1.2	References to BBPLC and BCSL and each entity's company registration details, VAT number and contact details shall be amended to refer to the equivalent details of BBI.	BARCLAYS BANK IRELAND PLC (<i>Party A</i>) a company incorporated under the laws of <u>England-Ireland</u> whose registered office is at <u>One Molesworth Street, Dublin 2, Ireland, D02 RF29, 1 Churchill Place, Canary Wharf, London E14 5HP []</u> acting through one or more Designated Offices	BBI is not incorporated in the United Kingdom and is not subject to the rules, regulations or laws of England and Wales. References to either BBPLC or BCSL and its registration details shall be substituted with references to BBI.
	Any GMSLA (or, if relevant, any confirmation in respect of a transferring transaction entered into	Security/ Financial Instrument/Deposit Mark "X" if acceptable Margin (%)	A GMSLA will specify which currencies and/or securities are

		of Currency	e form of Collateral		
Specific Amendment 2.2(i)	<p>under such GMSLA) shall be amended in the following circumstances:</p> <p>(i) if the currencies of the EU member states are specified as being an eligible currency for the purposes of the eligibility of securities or collateral under such GMSLA, pounds sterling shall be added as an eligible currency. It shall also have the same valuation percentage;</p> <p>(ii) if debt obligations issued by the EU member states are specified as being eligible for the purpose of determining the types of securities that are eligible to be transferred under such GMSLA, equivalent debt obligations issued by the UK shall be added. They shall also have the same valuation percentage.</p>	Cash in the currencies of the member states of the European Union and Pounds Sterling	X	<input type="checkbox"/>	<p>eligible to be delivered under such GMSLA as collateral.</p> <p>Whilst we believe the actual number of cases to be limited, there may be instances in a GMSLA where it is specified that (a) 'the currencies of the member states of the European Union' generally are eligible for collateral (rather than listing out each such currency or selecting certain EU currencies) or (b) the 'debt obligations issued by member states of the European Union' generally are eligible for collateral (rather than listing out debt obligations of each such country or selecting debt obligations of certain EU countries). In either case, the result is that pounds sterling and/or debt securities issued by the United Kingdom would currently be eligible collateral in such GMSLA as a result of the United Kingdom being a member state of the European Union.</p> <p>To cater for this limited scenario, an amendment is included in the Part VII Scheme which provides</p>
Specific Amendment 2.2(ii)		G 10 Government Debt	X	<input type="checkbox"/>	
		Negotiable debt obligations issued by governments of the member states of the European Union or the United Kingdom	X	<input type="checkbox"/>	
		Equities	X	<input type="checkbox"/>	

			<p>for (1) pounds sterling to continue to be an Eligible Currency and (2) UK gilts to continue to be eligible under such GMSLA after the UK's exit from the EU, notwithstanding the UK ceasing to be an EU member state. <u>Please note, the intent of this provision is to keep clients in the same position as they are today. It is not intended to increase the types of collateral used by the parties as compared to what is currently eligible. For example, in cases where there are additional restrictions placed on government bond collateral which disqualify gilts (e.g. must be denominated in EUR), gilts will remain ineligible.</u></p> <p>In the GMSLA, a Margin will be specified for eligible collateral (effectively specifying the 'haircut' that each type of collateral is subject to when delivered as collateral).</p> <p>Upon pounds sterling and/or gilts becoming specified explicitly in the relevant GMSLA as an eligible collateral, they shall be</p>
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			given the same Margin as applied to them under the existing GMSLA where they were not specified explicitly but fell within a generic definition referring to the European Union.
General Amendment 1.23	<p>Any reference to London, England or the UK or to dates on which commercial banks are open for business in London, England or the UK in any definition of "Local Business Day" or "Business Day" or similar shall be construed as, and take effect as, a reference to Dublin, Ireland or to dates on which commercial banks are open for business in Dublin, Ireland (as the case may be) except that, where the relevant reference to London, England or the UK relates to an underlying asset, benchmark, index, reference rate or reference asset, that reference shall remain unchanged.</p> <p>This amendment is not made in respect of any GMSLA entered into with a prime brokerage client.</p>	<p>1. PLACES OF BUSINESS</p> <p>LondonDublin</p>	<p>As BBI is located in Dublin, references to a place of business being in London shall be substituted with a reference to it being in Dublin.</p> <p>This amendment is not made in respect of any GMSLA entered into with a prime brokerage client.</p>
General Amendment 1.12	<p>Any address and contact details for notices to be given to BBPLC or BCSL or to notices being given to the BBPLC or BCSL at its main establishment, registered office, main office, registered place of business or similar being located in London, England, UK shall be construed as, and take effect as, a reference to BBI's address, and contact details or, as the case may be, BBI's main establishment, registered</p>	<p>(A) Designated office of Party A: Address for notices or communications to Party A: Address: Barclays Bank Ireland PLC One Molesworth Street</p>	<p>References to either BBPLC or BCSL and to its address and contact details for notices shall be substituted with references to BBI and to BBI's address and contact details. Any early termination notice to BBI shall also be required to be copied to the current address and contact details</p>

<p>Specific Amendment 2.3(a)</p>	<p>office, main office, registered place of business or similar being located in Dublin, Ireland, except that in relation to the delivery of an early termination notice to BBI only, such early termination notice shall also be required to be copied to the current address and contact details of BBPLC or BCSL (as applicable).</p> <p>In addition, if any branches or offices of BBPLC or BCSL were specified as 'Designated Offices' in addition to the head office, such additional branches or offices shall be deleted.</p>	<p>5 The North Dublin 2 Ireland D02 RF29 Colonna de Canary Wharf</p> <p>London E14 4BB</p> <p>Attention: Legal Director</p> <p>Telephone: [●]+44 (0)20 7773 2224</p> <p>Facsimile: [●]+44 (0)20 7773 4932</p> <p><u>Provided That any notice which has the effect of terminating one or more Loans prior to its scheduled termination date shall also be copied to Barclays Bank PLC at 5 The North Colonnade, Canary Wharf, London E14 4BB (Attention: Legal Director)</u></p>	<p>of BBPLC or BCSL (as applicable).</p> <p>BBI will not have the same branch network as BBPLC and therefore will not enter into transactions out of different branches.</p>
<p>General Amendment 3.1</p>	<p>Amendments shall be made to include the irrevocable appointment by BBI of BBPLC as its agent to accept service of process in England for any disputes arising under or in connection therewith.</p>	<p>Agent of Party A for Service of Process Not Applicable <u>Barclays Bank PLC</u></p>	<p>As UK Companies, BBPLC or BCSL did not need to appoint a process agent in order for documents to be served on them in the UK. BBI is not a UK company, so BBPLC will be appointed as BBI's process agent</p>

			to accept correspondence in respect of any disputes that arise under or in connection with the GMSLA.
General Amendment 1.11	A reference to BBPLC or BCSL being incorporated under the laws of England and Wales shall be construed as, and take effect as, a reference to BBI being incorporated under the laws of Ireland.	1.1 Party A is a company incorporated under the laws of England and Wales <u>Ireland</u> .	BBI is not incorporated in the United Kingdom and is not subject to the rules, regulations or laws of England and Wales. Therefore, references to incorporation under the laws of England and Wales shall be substituted with references to incorporation under the laws of Ireland.
General Amendment 4	Provisions relating to the bail-in powers of the Bank Recovery and Resolution Directive (BRRD) are added.	<p><u>4. Article 55 of the Bank Recovery and Resolution Directive (BRRD)</u></p> <p><u>1. Notwithstanding any other terms of the agreement or any other agreement, arrangement or understanding between the parties, each party acknowledges and accepts that to the extent that a party is subject to an Article 55 Requirement, any liability of that party under or in connection with the agreement may be subject to Bail-In Action by the relevant Resolution Authority and</u></p>	Under Article 55 of the Bank Recovery and Resolution Directive (BRRD), EU firms such as BBI are required to include a contractual term in non-EU law governed contracts which render relevant liabilities subject to the regulators' bail-in powers should the counterparty become a failing institution. The contractual term must include an acknowledgement and acceptance that the in-scope entity's liability

		<p><u>acknowledges and accepts to be bound by the effect of:</u></p> <p><u>1.1 any Bail-In Action in relation to any such liability, including (without limitation):</u></p> <p><u>(a) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;</u></p> <p><u>(b) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and</u></p> <p><u>(c) a cancellation of any such liability; and</u></p> <p><u>1.2 a variation of any terms of the agreement to the extent necessary to give effect to any Bail-In Action in relation to any such liability.</u></p> <p><u>For the purposes of section 1:</u></p> <p><u>"Article 55 Requirement" means a requirement under any applicable Bail-In Legislation to obtain from its</u></p>	<p>may be subject to the bail-in powers of the BRRD.</p> <p>This is unlikely to have been included in many (if any) GMSLAs entered into by either BBPLC or BCSL given English law is currently an EU law. Upon the UK's exit from the EU however the inclusion of such provisions will be necessary in English law contracts.</p>
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		<p><u>counterparties contractual recognition of Bail-In Action;</u></p> <p><u>"Bail-In Action" means the exercise of any Write-down and Conversion Powers;</u></p> <p><u>"Bail-In Legislation" means:</u></p> <p>(a) <u>in relation to Ireland, the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289/2015);</u></p> <p>(b) <u>in relation to Austria, the Austrian Federal Law on the Restructuring and Resolution of Banks (Bundesgesetz über die Sanierung und Abwicklung von Banken) and any other law or regulation applicable in Austria relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration (Geschäftsaufsicht) or insolvency proceedings);</u></p> <p>(c) <u>in relation to Belgium, the law of 25 April on the status and supervision of credit institutions, and any other law or regulation relating to the transposition of Directive</u></p>	
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		<p><u>2014/59/EU under Belgian law;</u></p> <p><u>(d) in relation to Bulgaria, the Recovery and Resolution of Credit Institutions and Investment Firms Act (promulgated, State Gazette Issue No. 62 of 2015) and any other law or regulation applicable in Bulgaria relating to the recovery and resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or insolvency proceedings);</u></p> <p><u>(e) in relation to Croatia, the Croatian Act on Resolution of Credit Institutions and Investment Firms (Zakon o sanaciji kreditnih institucija i investicijskih društava) (Official Gazette 19/2015) and any other law or regulation applicable in Croatia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, special administration or insolvency proceedings);</u></p> <p><u>(f) in relation to Cyprus, the Resolution of Credit</u></p>	
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		<p><u>Institutions and Investment Firms Law of 2016, Law No. 22(1)/2016 and any other law applicable in the Republic of Cyprus relating to the resolution of unsound or failing banks or other financial institutions (otherwise than through liquidation, administration or insolvency proceedings), including the EU Regulation No. 806/2014;</u></p> <p>(g) <u>in relation to the Czech Republic, the Czech Act No. 374/2015 Coll. And any other law or regulation applicable in the Czech Republic relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(h) <u>in relation to Denmark, Danish Act No. 333 of 31 March 2015 on the restructuring and winding-up of credit institutions and investment firms, Chapter 17a of the Danish Act on Financial Business, Consolidated Act no. 182 of 18 February 2015 and any executive order or guidance rules issued pursuant thereto;</u></p>	
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		<p>(i) <u>in relation to Estonia, the Financial Crisis Prevention and Resolution Act of Estonia, the Reorganisation Act of Estonia and any other law or regulation applicable in Estonia relating to the resolution of unsound or failing bank, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(j) <u>in relation to Finland, the Act on Procedure for the Resolution of Credit Institutions and Investment Firms (laki luottolaitosten ja sijoituspalveluyritysten kriisintarkkaisu, 1194/2014) and any other law or regulation applicable in Finland relating to the resolution of unsound or failing banks, investment firms or other financial institution or their affiliates (otherwise than through liquidation, administration or other applicable insolvency proceedings);</u></p> <p>(k) <u>in relation to France, Ordinance no. 2015-1024 of 20 August 2015 as it may be superseded, and any other law or regulation relating to the</u></p>	
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		<p><u>transposition of Directive 2014/59/EU under French law;</u></p> <p><u>(l) in relation to Germany, (i) the Recovery and Resolution Act (Sanierungs- und Abwicklungsgesetz, "SAG") which implements Directive 2014/59/EU and (ii) Regulation (EU) No 806/2014;</u></p> <p><u>(m) in relation to Greece, Law 3864/2010 and Article 2 of implementing Law 4335/2015 and any other law or regulation applicable in Greece relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(n) in relation to Hungary, Act XXXVII of 2014 on the improvement of the institutional system strengthening the security of certain participants of the financial intermediary system and any other law or regulation implementing the provisions of such act or Directive 2014/59/EU establishing a framework for the recovery and resolution of credit</u></p>	
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		<p><u>institutions and investment firms;</u></p> <p>(o) <u>in relation to Italy, the Italian Legislative Decrees no. 180 and 181 of 16 November 2015 (as implemented and integrated from time to time) relating to the resolution of banks, banking group companies, credit institutions, investment firms or financial institutions, or any of their affiliates;</u></p> <p>(p) <u>in relation to Latvia, the Law on Recovery and Resolution of Credit Institutions and Investment Brokerage Firms and any other regulation applicable in Latvia relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p>(q) <u>in relation to Lithuania, the Law on Financial Sustainability of the Republic of Lithuania of 22 July 2009 No. XI-393 and any other law or regulation applicable in Lithuania relating to the resolution of unsound or failing banks, investment firms or other financial institutions</u></p>	
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		<p><u>or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(r) in relation to Luxembourg, the Luxembourg law of 5 April 1993 on the financial sector and the Luxembourg law of 18 December 2015 on the default of credit institutions and certain investment firms and any other law or regulation, or circulars applicable in Luxembourg relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(s) in relation to Malta, Legal Notice 301 of 2015 referred to as the Recovery and Resolution Regulations 2015;</u></p> <p><u>(t) in relation to the Netherlands, the Dutch BRRD Implementation Act (Implementatiewet Europees kader voor herstel en afwikkeling van banken en beleggingsondernemingen) and any other law or regulation applicable in the Netherlands relating to the resolution of unsound or failing banks,</u></p>	
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		<p><u>investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(u) in relation to Poland, the Act dated 10 June 2016 on the Bank Guarantee Fund, the Deposit Guarantee Scheme and Mandatory Restructuring and any other law or regulation applicable in Poland relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceeding);</u></p> <p><u>(v) in relation to Portugal, Title VIII of the Portuguese Legal Framework of Credit Institution and Financial Companies, approved by Decree-Law No. 298/92, of 31 December 1992, as amended by Law No. 66/2015, of 6 July 2015 and Decree-Law No. 199/2006 of 14 August 2006, as amended by Law No. 23-A/2015, of 26 March 2015, and any other law or regulation applicable in Portugal relating to the resolution of unsound or failing banks, investment firms or other financial institutions</u></p>	
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		<p><u>or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(w) in relation to Romania, the Romanian Law no. 312/2015 on the recovery and resolution of credit institutions and investment firms and amending and supplementing certain legislative acts relevant for the financial sector and any other law or regulation applicable in Romania relating to the resolution of unsound or failing credit institutions, investment firms or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(x) in relation to Slovakia, the Slovak Act No. 371/2014 Coll., on resolution of crisis situations in the financial markets;</u></p> <p><u>(y) in relation to Slovenia, the Slovenian Banking Act-2 (Official Gazette No. 25/2015), the Slovenian Banking Act-1 (Official Gazette No. 99/10) and any other law or regulation applicable in Slovenia relating to the resolution of unsound or failing banks, investment firms</u></p>	
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		<p><u>or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings);</u></p> <p><u>(z) in relation to Spain, the Spanish Law 11/2015, of 18 June, on Restructuring and Resolution of Credit Institutions and Investment Firms and any other law or regulation applicable in Spain relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); and</u></p> <p><u>(aa) in relation to Sweden, the Swedish Resolution Act 2015 (Sw.lag (2015:1016) om resolution) and the Swedish Financial Supervisory Authority's regulations FFFS 2016:6 (Sw. Finansinspektionens föreskrifter (2016:6) om återhämtningsplaner, koncernåterhämtningsplaner och avtal om finansiellt stöd inom koncerner) applicable to the resolution of unsound or failing banks, investment firms or other financial institutions or their Swedish affiliates</u></p>	
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		<p><u>(otherwise than through liquidation, reorganisation or bankruptcy proceedings);</u></p> <p><u>"EEA Member Country" means any country which is a party to the Agreement on the European Economic Area;</u></p> <p><u>"Resolution Authority" means the Central Bank of Ireland or any successor entity, or any other authority in an EEA Member Country with the power to exercise the Write-down and Conversion Powers;</u></p> <p><u>"Write-down and Conversion Powers" means:</u></p> <p>(a) <u>in relation to any EEA Member Country, any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, any law or regulation in effect in any EEA Member Country, relating to the transposition of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, including the Bail-In Legislation and Regulation (EU) No 806/2014 and the instruments, rules and</u></p>	
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		<p><u>standards created thereunder, pursuant to which:</u></p> <p>(i) <u>any obligation of a bank or investment firm or affiliate of a bank or investment firm can be reduced, cancelled, modified or converted into shares, other securities or other obligations of such entity or any other person (or suspended for a temporary period); and</u></p> <p>(ii) <u>any right in a contract governing an obligation of a bank or investment firm or affiliate of a bank or investment firm may be deemed to have been exercised.</u></p>	
Specific Amendment 2.3(b)	For the purposes of any GMSLA, if the 2014 UK Tax Addendum is incorporated into the relevant GMSLA, paragraphs 5 (Manufactured Payments: Net Paying UK Securities), 6 (Manufactured Payments: REIT Shares) and 7 (Manufactured Payments: PAIF Shares) shall not apply to BBI.	<p>PARTY A WARRANTIES</p> <p>In relation to Party A:</p> <p>(a) paragraph 5 of this Addendum shall <u>not</u> apply;</p> <p>(b) paragraph 6 of this Addendum shall <u>not</u> apply; and</p>	The UK Tax Addendum to the GMSLA provides for the parties to warrant in relation to manufactured payments to be made to them in respect of certain types of UK securities whether or not they are UK resident companies. Each of BBPLC and

		(c) paragraph 7 of this Addendum shall <u>not</u> apply.	BCSL will currently warrant that it is a UK resident company. As BBI is not a UK resident company, these provisions are amended such that BBI does not give this warranty.
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