

**Supplement Number 4 dated 15 December 2017
To the Base Prospectus dated 3 July 2017**



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

\$20,000,000,000
GLOBAL COLLATERALISED MEDIUM TERM NOTES
supported by a limited recourse undertaking by Barclays CCP Funding LLP

This base prospectus supplement (this “**Supplement**”) supplements, forms part of and should be read in conjunction with, the base prospectus dated 3 July 2017, as supplemented on 25 August 2017, 20 October 2017 and 14 November 2017 (the “**Base Prospectus**”) prepared by Barclays Bank PLC (the “**Bank**” or the “**Issuer**”) with respect to its \$20,000,000,000 Global Collateralised Medium Term Note Series (the “**Global Collateralised Medium Term Note Series**”).

This Supplement has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under Directive 2003/71/EC (the “**Prospectus Directive**”). The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. This Supplement constitutes a base prospectus supplement for the purposes of Article 16 the Prospectus Directive.

Terms defined in the Base Prospectus have the same meanings when used in this Supplement.

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

Barclays CCP Funding LLP (the “**LLP**”) accepts responsibility for the information contained in this Supplement relating to it and the LLP Undertakings. To the best of the knowledge of the LLP (having taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus. To the extent that there is any inconsistency between any statement herein and any statement in or incorporated by reference into the Base Prospectus, the statements herein will prevail.

Save as disclosed in this Supplement and in the previous supplements to the Base Prospectus, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the initial publication of the Base Prospectus.

This Supplement has been filed with and approved by the Central Bank as required by the Irish Prospectus (Directive 2003/71/EC) Regulations 2005.

Amendments to “Global Collateralized Medium Term Note Series Overview – General Description”

The section entitled “Restricted Securities Collateral Protocol” set forth therein is hereby amended by deleting the first sentence thereof in its entirety.

Amendments to “Global Collateralized Medium Term Note Series Overview – LLP Undertaking and Class Collateral”

- (i) The section entitled “Applicable Enforcing Party” on page 7 of the Base Prospectus is hereby restated in its entirety as follows:

Applicable Enforcing Party:

With respect to Collateral for any Class held through the triparty custodial system in the United States (or, in the case of any Class the Final Terms for which subject the related Securities Collateral to the Restricted Securities Collateral Protocol, any applicable custodial arrangement wherever situated), The Bank of New York Mellon, and with respect to Collateral for any Class held through the triparty custodial system in Europe, The Bank of New York Mellon, acting through its London branch, in each case as set forth in the Final Terms for each Class.

- (ii) The section entitled “Custodians” on page 7 is hereby restated in its entirety as follows:

Custodians:

As the context may require, (i) The Bank of New York Mellon, in its capacity as custodian under the Custodial Undertakings, the CMMA, the Restricted Securities Collateral Custody Agreement and the ICPE Collateral Account Agreement, if any, together with any replacement or successor custodian appointed from time to time, (ii) Clearstream Banking, société anonyme, in its capacity as custodian under the CMSA, together with any replacement or successor custodian appointed from time to time, (iii) JPMorgan Bank, N.A., in its capacity as custodian under each Custodial Arrangement and/or (iv) any other party appointed by the LLP and a Seller in connection with the Global Collateralised Medium Term Notes and any Repurchase Agreement, together with any replacement or successor custodian appointed from time to time, as the context may require (each, a “**Custodian**”).

- (iii) The section entitled “LLP Undertaking” on page 7 is hereby amended by restating the first sentence of the first paragraph thereof as follows:

The Series is supported by limited recourse payment undertakings by the LLP (i) limited only to the Collateral held on the triparty custodial system in Europe and expressed in the Security Agreement (English Law) as applicable to such Class (“**LLP Undertaking (English Law)**”) and (ii) limited only to the Collateral held on the triparty custodial system in the United States (or, in the case of any Class the Final Terms for which subject the related Securities Collateral to the Restricted Securities Collateral Protocol, any applicable custodial arrangement wherever situated) and expressed in the Security Agreement (New York Law) as applicable to such Class (“**LLP Undertaking (New York Law)**”) and, together with the LLP Undertaking (English Law), the “**LLP Undertakings**” and each an “**LLP Undertaking**” as the context requires).

(iv) The section entitled “The Security Agreement” on page 8 is hereby restated in its entirety as follows:

The Security Agreement:

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

(v) The section entitled “The Security Agreement (New York Law)” on page 9 is hereby amended by restating the first sentence of the first paragraph thereof as follows:

Pursuant to the Security Agreement (New York Law), the LLP grants a security interest to the Collateral Agent as an Applicable Enforcing Party in the applicable collateral held in a US triparty system (or, in the case of any Class the Final Terms for which subject the related Securities Collateral to the Restricted Securities Collateral Protocol, any applicable custodial arrangement wherever situated) for the benefit of the US System Secured Creditors of such Class of the Global Collateralised Medium Term Notes.

Amendments to “Global Collateralized Medium Term Note Series Overview – Repurchase Transactions”

The section entitled “Margin Maintenance” on page 13 is hereby amended by restating the fifth sentence of the first paragraph thereof as follows:

The LLP and each Seller may agree that no transfers to eliminate Transaction Exposures are required if the amount to be transferred is less than \$100,000 or the Base Currency equivalent thereof converted at the Spot Rate; provided, that, with respect to Repurchase Transactions relating to Restricted Securities Collateral, the threshold amount to eliminate Transaction Exposures shall be 2.0% of the Repurchase Price.

Amendments to “Risk Factors”

(i) The section entitled “The Global Collateralised Medium Term Notes may be redeemed prior to their scheduled maturity date” on page 35 is hereby amended by restating the first paragraph thereof as follows:

The applicable Final Terms for a particular Class of Global Collateralised Medium Term Notes may provide that the Issuer has a right to redeem the Global Collateralised Medium Term Notes prior to their scheduled Maturity Date. With respect to Classes the Eligible Securities for which include Restricted Securities Collateral, the Final Terms may provide that the Issuer has a right to redeem the Global Collateralised Medium Term Notes following the occurrence of the Escrow Termination Date, a change in the Class B Conversion Rate, any determination that the applicable Custodian may not hold the Restricted Securities Collateral for the account of the LLP or as otherwise indicated in the Final Terms for the applicable Class. See “*Securities Collateral consisting of Visa B Common Stock is subject to transfer restrictions and possible dilutive adjustments that may adversely affect its marketability and value and result in losses to holders of the Global Collateralised Medium*”

Term Notes.” Although rights of early redemption are often exercised in periods where prevailing interest rates are lower than those prevailing at the time of issuance, the Issuer may elect to exercise any early redemption right at any time as permitted under the applicable Final Terms for other reasons, in its discretion. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon redemption may be lower than expected.

- (ii) The section entitled “In the case of an Acceleration Event for the Class, Noteholders may not be able to foreclose on the Securities Collateral consisting of Visa B Common Stock until after the Escrow Termination Date; the Escrow Termination Date is an uncertain date in the future, and the value of such collateral following the Escrow Termination Date may be zero. Any liquidation of collateral prior to the Escrow Termination Date may be at a significant discount.” on page 50 is hereby amended by restating the second paragraph thereof as follows:

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

Amendments to “Information Relating to the Issuer – The Bank and the Group”

- (i) The section entitled “Directors” shall be revised by the addition of the following information on page 59 at the end of the table of directors:

<i>Name</i>	<i>Function(s) within the Bank</i>	<i>Principal outside activities</i>
Mike Turner CBE	Non-Executive Director (effective from 1 January 2018)	Non-Executive Director, Barclays PLC; Chairman, GKN plc; Chairman, Babcock International Group PLC; Member, UK Government’s Apprenticeship Ambassadors Network

Amendments to “Summary of the Transaction Documents”

- (i) The section entitled “Repurchase Agreements – Margin Deficit and Margin Excess” on page 69 is hereby amended by restating the last sentence of the first paragraph thereof as follows:

Finally, each Seller has agreed that it may exercise its rights to make margin calls under its GMRA only where it has a Transaction Exposure that exceeds \$100,000 or the Base Currency equivalent thereof converted at the Spot Rate; provided, that, with respect to Repurchase Transactions relating to Restricted Securities Collateral, the threshold amount to eliminate Transaction Exposures shall be 2.0% of the Repurchase Price.

- (ii) The section entitled “Custodial Agreements” on page 74 is hereby restated in its entirety as follows:

Custodial Agreements

Each Custodial Agreement that will be entered into with respect to the Collateralised Medium Term Note Series will be comprised of either (a) a tri-party agreement between the applicable Seller, the Buyer and the applicable Custodian or (b) a set of two related agreements: one between the applicable Seller (as collateral provider or collateral giver) and the applicable Custodian, and one between the LLP (as collateral receiver) and the Custodian. With respect to JPMorgan Chase Bank, N.A., as Custodian, the LLP and the Custodian entered into (i) a tri-party, custodial undertaking with BCI, as Seller dated on or about the First Amendment Closing Date, in connection with the BCI MRA and (ii) a tri-party, custodial undertaking with Barclays, as Seller dated as of the First Amendment Closing Date, in connection with the Barclays MRA (each, a “**Custodial Arrangement**”), in

connection with the Programme. With respect to Clearstream Banking, société anonyme, as Custodian, the Bank executed a collateral management service agreement, dated 6 November 2006, as collateral giver, as amended by the Undertaking and Side Agreement dated as of 4 June 2013 and the LLP executed a collateral management service agreement dated as of the Series Closing Date, as collateral receiver as amended by the Amendment and Restatement to the Undertaking and Side Agreement dated as of 4 June 2013 (collectively, the "CMSA"). The Bank of New York Mellon, as Custodian, executed (a) a Collateral Management Master Agreement, dated as of 19 April 2007, with BCSL as collateral provider, (b) a Collateral Management Master Agreement, dated as of 19 April 2007, with the Bank as collateral provider and (c) a Collateral Management Master Agreement, dated as of 4 June 2013, with the LLP as collateral receiver, each as supplemented and otherwise amended by the side letter, dated as of 4 June 2013, between the Bank, BCSL, The Bank of New York Mellon and the LLP (collectively, the "CMMA"). Additionally, The Bank of New York Mellon, as Custodian, executed (a) a Custodial Undertaking, dated as of 19 November 2010, as amended and restated on 21 October 2011, with BCI as a seller and the LLP as buyer, and (b) a Custodial Undertaking, dated on or about the First Amendment Closing Date, with the Bank as a seller and the LLP as buyer (each, a "**Custodial Undertaking**"). In connection with Restricted Securities Collateral constituting Visa B Common Stock, The Bank of New York Mellon, as Custodian, entered into a Global Custody Agreement, dated as of the Second Amendment Closing Date, with the LLP, as customer (the "**Restricted Securities Collateral Custody Agreement**") and together with each Custodial Undertaking, each Custodial Arrangement, the CMSA and the CMMA, the "**Custodial Agreements**" and each a "**Custodial Agreement**"). Additional Custodial Agreements may be executed in the future in connection with the Global Collateralised Medium Term Note Series, or another Series.

The Custodial Agreements may be governed by laws of various jurisdictions, including England and Wales, Luxembourg and New York. Each Custodial Agreement is generally in the standard form utilised by the applicable Custodian in respect of its triparty repurchase business (or other custodial business with respect to the Restricted Securities Collateral Custody Agreement).

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

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

The Custodial Agreement with Clearstream Banking, société anonyme, is supplemented by a Transaction Bank Relationship Management Agreement, dated on or about the Series Closing Date, and the related letter agreement, dated 4 June 2013 (collectively, the "**Transaction Bank Agreement**"), among Clearstream Banking, société anonyme, the LLP, and The Bank of New York Mellon. Under the Transaction Bank Agreement, Clearstream Banking, société anonyme, will maintain a cash account (the "**TB Source Account**") in which it holds only assets entrusted to The Bank of New York Mellon as custodian (the "**Transaction Bank**") for the LLP. The relationship between The Bank of New York Mellon (London Branch) and the LLP with respect to the TB Source Account is governed by a Custody Agreement (the "**Custody Agreement**"), between The Bank

of New York Mellon (London Branch), as custodian, the LLP, as security provider, and The Bank of New York Mellon, as security trustee, dated the Series Closing Date. Under the Custody Agreement, The Bank of New York Mellon (London Branch) is appointed by the LLP as custodian of the cash deposited with it by the LLP, agrees to maintain a cash account, on behalf of the LLP, and held in accordance with the Transaction Bank Agreement and agrees to make transfers of cash and securities pursuant to instructions received by the LLP or an authorised person. Any time after an Acceleration Event, the Transaction Bank shall act only at the direction of The Bank of New York Mellon, as security trustee.

Class Collateral with respect to Classes subject to the Restricted Securities Collateral Protocol is expected to be held under the Restricted Securities Collateral Custody Agreement (with respect to Eligible Collateral subject to the Restricted Securities Collateral Protocol) and the CMMA (with respect to Eligible Collateral not subject to the Restricted Securities Collateral Protocol). In connection with this custodial arrangement, the LLP, the Bank of New York Mellon SA/NV, Dublin Branch (the "**Collateral Monitoring Agent**"), the Collateral Agent, The Bank of New York Mellon, as "Liquid Collateral Custodian" with respect to Class Collateral held pursuant to the CMMA, and The Bank of New York Mellon, as "Restricted Securities Collateral Custodian" with respect to Class Collateral held pursuant to the Restricted Securities Collateral Custody Agreement, have entered into a Collateral Monitoring Agreement, dated as of the Second Amendment Closing Date (the "**Collateral Monitoring Agent**"). Under the Collateral Monitoring Agreement, the Collateral Monitoring Agent has agreed to perform certain responsibilities of the custodians, including reporting, determining the market value of the Restricted Securities Collateral and reconciling reporting of collateral relating to any Class held pursuant to both the CMMA and the Restricted Securities Collateral Custody Agreement. Therefore, with respect to Classes subject to the Restricted Securities Collateral Protocol, certain of the obligations of the Custodians may be performed by the Collateral Monitoring Agent in accordance with the Collateral Monitoring Agreement.

For the execution of each Repurchase Transaction, the applicable Seller or the Administrator on behalf of the Seller will deliver to the applicable Custodian (with a copy to the Administrator) an electronic instruction, substantially in the form of an exhibit to the applicable Repurchase Agreement, in connection with such Repurchase Transaction (the "**Trade Instruction**"). Unless specified to the contrary in the Trade Instruction for any Repurchase Transaction, such Seller will, by delivery thereof, instruct such Custodian, pursuant to the applicable Custodial Agreement, to identify Eligible Securities in such Seller's account to be transferred to the Buyer's account for purposes of such Repurchase Transaction. Under the Custodial Agreements, the electronic instructions from Seller must be confirmed by matching instructions from the LLP. With respect to Clearstream Banking, société anonyme, as Custodian, if it determines that there are any material discrepancies between the instructions sent by the applicable Seller and the LLP, it will give notice of such discrepancy to such Seller and the LLP and will not effect the proposed Repurchase Transaction pending receipt of matching instructions. With respect to The Bank of New York Mellon as Custodian, if either the applicable Seller or the LLP, respectively, does not have sufficient available Eligible Securities or cash in its account, the Custodian will notify such Seller and the LLP and await the receipt of the requisite cash or Eligible Securities. If sufficient cash or Eligible Securities are not available by the applicable clearing deadline, the Custodian will settle as follows: if the Buyer's account has insufficient cash to meet the applicable Purchase Price, the available cash will be deemed to be the Purchase Price, the amount of Eligible Securities to be debited from the Seller's account will be reduced accordingly, the remaining terms of the Repurchase Transaction will be determined in accordance with the Trade Instruction, and the Seller and the LLP will provide the Custodian with further matching instructions for a recalculated Purchase Price for such Repurchase Transaction. If the Seller has insufficient available Eligible Securities, the Custodian will transfer cash in an amount equal to the aggregate Margin Value of such Eligible Securities, and the difference between the amount credited to the Buyer's account and the Purchase Price will be held in the Buyer's account and designated as cash held in substitution for Eligible Collateral.

The Custodians will also process requests for substitutions, and deliver notices regarding Margin Deficits and Margin Excesses, if any, following their daily valuation of the Purchased Securities held by them respectively under their Custodial Agreement. The Custodial Agreements do not specify the exact methodology or pricing services to be used by each Custodian in valuing securities, and accordingly each Custodian is expected to use, in respect of the Programme, the same methodologies and processes as are used by them in their triparty custodial business generally. The Collateral Monitoring Agent will determine the market value of Visa B Common Stock on the basis of the value of Visa A Common Stock (as determined pursuant to its usual methodologies and processes) and then publicly available Class B Share Conversion Rate.

(iii) The section entitled "The Security Agreement (New York Law)" on page 91 is hereby amended by:

1. restating clauses (a) and (b) of the first paragraph thereof as follows:

(a) for the benefit of the US System Secured Creditors, a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising and (x) subject to clause (y) below, located in a United States triparty system or (y) in the case of any Class the Final Terms for which subject the related Securities Collateral to the Restricted Securities Collateral Protocol, any applicable custodial arrangement wherever situated (all of which being hereinafter collectively referred to as the "**US System Class Collateral**" with respect to such Class): (i) each Collateral Account related to such Class and the Escrow Account, including all securities, cash or other property from time to time credited thereto or carried therein (the "**US System Securities Collateral**" for such Class); (ii) the funds from time to time credited to or carried in the Series Operating Account that are related to such Class and relate to US System Securities Collateral; (iii) the cash and Eligible Securities transferred by the Issuer as additional US System Securities Collateral for such Class, in accordance with any Credit Support Deed; and (iv) all supporting obligations and all proceeds of the foregoing.

(b) for the benefit of each of the Holders of each Class a lien on and security interest in all the LLP's right, title and interest in, to and under the following personal property owned by the LLP, whether now owned or existing or hereafter acquired or arising (x) subject to clause (y) below, located in the United States or (y) in the case of any Class the Final Terms for which subject the related Securities Collateral to the Restricted Securities Collateral Protocol, any applicable custodial arrangement wherever situated (all of which being hereinafter collectively referred to as the "**US System Intangible Collateral**" with respect to the Global Collateralised Medium Term Notes): (i) the rights of the LLP that are related to such Class in respect of US System Class Collateral and US System Securities Collateral, under the applicable Repurchase Agreement and each of the other Transaction Documents to the extent related to the Global Collateralised Medium Term Notes, and (ii) all supporting obligations and all proceeds of the foregoing that are related to such Class.

2. restating the second paragraph thereof as follows:

A "**Shared Collateral Class Group**" is any group of two or more Classes the Final Terms for which subject the related Securities Collateral to the same Restricted Securities Collateral Protocol; *provided*, that such Class will cease to be a member of such Shared Collateral Class Group (and its related Class Collateral will cease to be pledged for the benefit of, or otherwise available to, Holders of any other Classes) upon (i) with respect to any such Class that constitutes a Directing Investor Class, its Qualified Directing Investor's delivery of a Directing Investor Notice within the time period set forth in the Security Agreement (New York Law) or (ii) so long as such date occurs prior to the Acceleration Date, the occurrence of the "Escrow Termination Date" (as defined in the Certificate of Incorporation of Visa Inc.).

3. adding the following sentence at the end of the first paragraph of sub-section "US System Qualified Directing Investors" thereof:

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

4. deleting the parenthetical (a "Permitted Restricted Securities Collateral Holder") where it appears in the first paragraph of sub-section "Restricted Securities Collateral" thereof.

Amendments to "Terms and Conditions of the Global Collateralised Medium Term Notes – Section 22. Definitions"

(i) The definition of "CMMA" on page 153 is hereby restated in its entirety as follows:

"**CMMA**" means (i) the Collateral Management Master Agreement, dated as of 19 April 2007 by and between BCSL, as collateral provider, and The Bank of New York Mellon, (ii) the Collateral Management Master Agreement, dated as of 19 April 2007 by and between the Bank, as collateral provider, and The Bank of New York Mellon, (iii) the Collateral Management Master Agreement, dated as of 4 June 2013 by and between the LLP, as collateral receiver, and The Bank of New York Mellon, each as supplemented and otherwise

amended by the side letter, dated as of 4 June 2013, between The Bank of New York Mellon and the LLP, and (iv) any other Collateral Management Master Agreement, entered into by any Seller (other than BCSL or the Bank) and The Bank of New York Mellon, as the context may require.

(ii) The definition of "CMSA" on page 153 is hereby restated in its entirety as follows:

"CMSA" means (i) the Collateral Management Service Agreement, dated on or about the Series Closing Date, as amended by the Undertaking and Side Agreement, between the LLP and Clearstream Banking, société anonyme, (ii) the Collateral Management Service Agreement, dated as of 6 November 2006, as amended by the undertaking and side agreement dated as of 4 June 2013, between Barclays and Clearstream Banking, société anonyme, and/or (iii) the Collateral Management Service Agreement, entered into between any Seller (other than Barclays) and Clearstream Banking, société anonyme, as the context may require.

(iii) The definition of "Custodial Agreement" on page 154 is hereby restated in its entirety as follows:

"Custodial Agreement" means (i) the CMMA, for as long as it remains in effect in accordance with its terms, (ii) the CMSA, for as long as it remains in effect in accordance with its terms, (iii) each Custodial Undertaking, for as long as it remains in effect in accordance with its terms, (iv) each Custodial Arrangement, for as long as it remains in effect in accordance with its terms, (v) the Restricted Securities Collateral Custody Agreement, for as long as it remains in effect in accordance with its terms, and/or (vi) any other agreements executed by the LLP with a custodian in connection with the Notes, for as long as such agreements remain in effect in accordance with their terms, in each case as the context may require.

(iv) The definition of "Custodian" on page 155 is hereby restated in its entirety as follows:

"Custodian" means, as the context may require, (i) The Bank of New York Mellon, (A) in its capacity as custodian under the applicable Custodial Undertaking, the CMMA, the Restricted Securities Collateral Custody Agreement and the ICPE Collateral Account Agreement, if any, together with any replacement or successor custodian appointed from time to time and (B) in its capacity as custodian under the Custody Agreement, together with any replacement or successor custodian appointed from time to time, (ii) Clearstream Banking, société anonyme in its capacity as custodian under the CMSA, together with any replacement or successor custodian appointed from time to time, (iii) JPMorgan Bank, N.A., in its capacity as custodian under each Custodial Arrangement, together with any replacement or successor custodian appointed under that agreement from time to time, and/or (iv) any other party appointed by the LLP and a Seller in connection with the Notes and any Repurchase Agreement, together with any replacement or successor custodian appointed from time to time, as the context may require.

(v) The following definition shall be inserted after the definition of "Repurchase Price" on page 166:

"Restricted Securities Collateral Custody Agreement" means the Global Custody Agreement, dated as of the Second Amendment Closing Date, between The Bank of New York Mellon, as Custodian, and the LLP, as customer.

(vi) The definition of "Second Amendment Closing Date" on page 166 is hereby restated in its entirety as follows:

"Second Amendment Closing Date" means 11 December 2017.

Amendments to "Index to Schedules of Eligible Securities"

Schedule A-5 of such section is amended by adding the additional new schedule attached to Schedule A-5 of this Supplement.

Schedule A-5: Schedule of Eligible Securities (New York)
with respect to which The Bank of New York Mellon is a Custodian

[SEE ATTACHED]

ELIGIBLE COLLATERAL SCHEDULE []

**(Restricted Securities Collateral)
relating to the provision of collateral management
services to collateral providers
and collateral receivers under
stocklending and repo transactions**

BY AND AMONG

BARCLAYS BANK PLC

(Collateral provider)

Barclays CCP FUNDING LLP

(Collateral receiver)

and

THE BANK OF NEW YORK MELLON

**ELIGIBLE COLLATERAL FOR TRANSACTIONS
(Restricted Securities Collateral)**

The following types of Securities shall be Eligible Collateral for Transactions under the terms and conditions entered into between [Collateral Manager] and Collateral Provider and the terms and conditions entered into between [Collateral Manager] and Collateral Receiver for the provision of collateral management services by [Collateral Manager] under stock lending and repo transactions (together referred to as the "**Collateral Management Terms**"). Capitalised terms not defined in this part of the schedule shall have the same meaning as in the collateral management terms.

If the parties agree that different Eligible Collateral requirements and/or Margin Percentages may apply to different Transactions (each set of Eligible Collateral requirements and/or Margin Percentages being an "**Eligible Collateral Profile**"), each Confirmation Instruction shall specify the Eligible Collateral Profile that applies to the Transaction or Transactions to which such Confirmation Instruction relates.

Collateral	Margin Percentage

BARCLAYS CCP FUNDING LLP

BARCLAYS BANK PLC

Name:
Title:

Name:
Title:

THE BANK OF NEW YORK MELLON

By its duly authorised officer
Title:
Dated: