

BARCLAYS PLC
 Form 424B2
 September 05, 2014
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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Maximum Aggregate Offering Price	Amount of Registration Fee ^{(1) (2)}
US\$1,250,000,000 4.375% Fixed Rate Subordinated Notes due 2024	\$1,250,000,000	\$161,000

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933, as amended.

(2) Of the filing fee previously paid by Barclays PLC with respect to certain classes of securities registered pursuant to a Registration Statement on Form F-4 (No. 333-195965) filed on May 15, 2014, as amended on June 5, 2014, \$349,598 is associated with securities which remained unsold after the completion of the exchange offer described in such Registration Statement (the *Remaining Filing Fee*). As the securities registered pursuant to that registration statement were issued in separate series denominated in U.S. dollars, sterling and euros, respectively, the *Remaining Filing Fee* has been calculated by reference to the sterling/U.S. dollar and euro/U.S. dollar closing exchange rates of £1.00 = \$1.6461 and €1.00 = \$1.3150, respectively, prevailing on September 3, 2014. Pursuant to Rule 457(p) under the Securities Act of 1933, as amended, a sum of \$161,000 is hereby deducted from the *Remaining Filing Fee* and applied to the filing fee payable in respect of the present offering of securities.

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Filed Pursuant to Rule 424(b)(2)
Registration Statement No. 333-195645

Prospectus Supplement to Prospectus dated May 2, 2014

US\$1,250,000,000 4.375% Fixed Rate Subordinated Notes due 2024

Barclays PLC

We, Barclays PLC (the Issuer or Barclays), are issuing \$1,250,000,000 aggregate principal amount of 4.375% Fixed Rate Subordinated Notes due 2024 (the notes).

From (and including) the date of issuance, interest will accrue on the notes at a rate of 4.375% per annum. Interest will be payable semi-annually in arrear on March 11 and September 11 in each year, commencing on March 11, 2015.

The notes will constitute our direct, unsecured and subordinated obligations, ranking equally without any preference among themselves.

We may, at our option, redeem the notes, in whole but not in part, at any time at 100% of their principal amount plus accrued interest in the event of a change in certain U.K. regulatory capital requirements as described in this prospectus supplement under *Description of Subordinated Notes Regulatory Event Redemption*. We may also, at our option, redeem the notes, in whole but not in part, at any time at 100% of their principal amount plus accrued interest upon the occurrence of certain tax events described in this prospectus supplement under *Description of the Subordinated Notes Tax Redemption*.

We will apply to list the notes on the New York Stock Exchange (NYSE) under the symbol BCS24.

By its acquisition of the notes, each holder of the notes acknowledges, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined herein) by the relevant U.K. resolution authority (as defined herein) that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes, in each case, to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

For these purposes, a **U.K. Bail-in Power** is any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking

group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group (as defined herein), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the European Union directive 2014/59/EU of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms of May 15, 2014, as amended (the BRRD), and/or within the context of a U.K. resolution regime under the U.K. Banking Act 2009, as amended, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution authority is to any authority with the ability to exercise a U.K. Bail-in Power).

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By its acquisition of the notes, each holder of the notes, to the extent permitted by the U.S. Trust Indenture Act of 1939, as amended (the **Trust Indenture Act**), also waives any and all claims against the Trustee (as defined herein) for, agrees not to initiate a suit against the Trustee in respect of, and agrees that the Trustee shall not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to such notes.

Investing in the notes involves risks. We encourage you to read and carefully consider this document in its entirety, in particular the risk factors beginning on page S-17 of this prospectus supplement and risk factors in Risk Review Risk factors beginning on page 108 of our Annual Report on Form 20-F for the year ended December 31, 2013, which is incorporated by reference herein, and the other information included and incorporated by reference in this prospectus supplement and the accompanying prospectus, for a discussion of the factors you should carefully consider before deciding to invest in the notes.

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission has approved or disapproved of the notes or determined that this prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

The notes are not deposit liabilities of Barclays PLC or Barclays Bank PLC and are not covered by the U.K. Financial Services Compensation Scheme or insured by the U.S. Federal Deposit Insurance Corporation or any other governmental agency of the United States, the United Kingdom or any other jurisdiction.

	Price to Public ⁽¹⁾	Underwriting Compensation	Proceeds, before expenses, to Barclays PLC
Per note	99.848%	0.45%	99.398%
Total	\$ 1,248,100,000	\$ 5,625,000	\$ 1,242,475,000

(1) Plus accrued interest, if any, from and including September 11, 2014.

The underwriters expect to deliver the notes to purchasers in book-entry form only through the facilities of The Depository Trust Company (**DTC**), on or about September 11, 2014. Beneficial interests in the notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants, including Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**) and Euroclear Bank S.A./N.V. (**Euroclear**)

Global Coordinator

Barclays

Banca IMI	BB&T Capital Markets	BMO Capital Markets	Capital One Securities
CIBC	DBS Bank Ltd.	Fifth Third Securities	Loop Capital Markets
Mizuho Securities	Ramirez & Co., Inc.	Scotiabank	Siebert Capital Markets
SMBC Nikko	Standard TD Securities	US Bancorp	Wells Fargo Securities

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**Chartered
Bank**

Prospectus Supplement dated September 4, 2014

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This prospectus supplement and certain documents incorporated by reference herein contain certain forward-looking statements within the meaning of Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act), and Section 27A of the U.S. Securities Act of 1933, as amended (the Securities Act), with respect to certain of our plans and current goals and expectations relating to our future financial condition and performance. We caution readers that no forward-looking statement is a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as may, will, seek, continue, aim, anticipate, target, projected, expect, estimate, believe, achieve or other words of similar meaning. Examples of forward-looking statements include, among others, statements regarding our future financial position, income growth, assets, impairment charges and provisions, business strategy, capital, leverage and other regulatory ratios, payment of dividends (including dividend pay-out ratios), projected levels of growth in the banking and financial markets, projected costs, original and revised commitments and targets in connection with the Transform Programme and the Group Strategy Update (as described in our Current Report on Form 6-K filed with the U.S. Securities and Exchange Commission (the SEC) on May 9, 2014 (Film No. 14827183) (the May 9 6-K)), run-down of assets and businesses within Barclays Non-Core (as such unit is described in the May 9 6-K and in our Current Report on Form 6-K filed with the SEC on July 14, 2014 (Film No. 14973467) (the July 14 6-K)), estimates of capital expenditures and plans and objectives for future operations, projected employee numbers and other statements that are not historical fact.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. These may be affected by changes in legislation, the development of standards and interpretations under International Financial Reporting Standards (IFRS), evolving practices with regard to the interpretation and application of accounting and regulatory standards, the outcome of current and future legal proceedings and regulatory investigations, future levels of conduct provisions, the policies and actions of governmental and regulatory authorities, geopolitical risks and the impact of competition. In addition, factors including (but not limited to) the following may have an effect: capital, leverage and other regulatory rules (including with regard to the future structure of the Barclays Group) applicable to past, current and future periods; U.K., United States, Africa, Eurozone and global macroeconomic and business conditions; the effects of continued volatility in credit markets; market-related risks such as changes in interest rates and foreign exchange rates; effects of changes in valuation of credit market exposures; changes in valuation of issued securities; volatility in capital markets; changes in credit ratings of the Barclays Group; the potential for one or more countries exiting the Eurozone; the implementation of the Transform program; and the success of future acquisitions, disposals and other strategic transactions. A number of these influences and factors are beyond our control. As a result, our actual future results, dividend payments and capital and leverage ratios may differ materially from the plans, goals, and expectations set forth in such forward-looking statements. The list above is not exhaustive and there are other factors that may cause our actual results to differ materially from the forward-looking statements contained in this prospectus supplement and the documents incorporated by reference herein. You are also advised to read carefully the risk factors set out in the section entitled *Risk Factors* in this prospectus supplement and in our filings with the SEC including in our Annual Report on Form 20-F for the fiscal year ended December 31, 2013, filed with the SEC on March 14, 2014 (the 2013 Form 20-F), which is available on the SEC 's website at <http://www.sec.gov> for a discussion of certain factors that should be considered when deciding what action to take in relation to the notes.

Any forward-looking statements made herein or in the documents incorporated by reference herein speak only as of the date they are made and it should not be assumed that they have been revised or updated in the light of new information or future events. Except as required by the Prudential Regulation Authority, the Financial Conduct Authority (the FCA), London Stock Exchange plc, the SEC or applicable U.S. or other law, we expressly disclaim any

obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this prospectus supplement or the documents incorporated by reference herein to

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reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. The reader should, however, consult any additional disclosures that we have made or may make in documents we have filed or may file with the SEC.

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INCORPORATION OF DOCUMENTS BY REFERENCE

This prospectus supplement is part of a registration statement on Form F-3 (File No. 333- 195645) we have filed with the SEC under the Securities Act. This prospectus supplement omits some information contained in the registration statement in accordance with SEC rules and regulations. You should review the information in and exhibits to the registration statement for further information on us and the notes. Statements in this prospectus supplement concerning any document we have filed or will file as an exhibit to the registration statement or that we have otherwise filed with the SEC are not intended to be comprehensive and are qualified in their entirety by reference to these filings. You should review the complete document to evaluate these statements.

The SEC allows us to incorporate by reference much of the information we file with the SEC, which means that we can disclose important information to you by referring you to those publicly available documents. The information that we incorporate by reference in this prospectus supplement is an important part of this prospectus supplement. For information on the documents we incorporate by reference in this prospectus supplement and the accompanying prospectus, we refer you to *Incorporation of Certain Documents by Reference* on page 2 of the accompanying prospectus. In particular, we refer you to the 2013 Form 20-F for a discussion of our audited results of operations and financial condition as of and for the year ended December 31, 2013 and to the May 9 6-K, the July 14 6-K and our Current Reports on Form 6-K filed on July 30, 2014 (Film No. 141001645) (the July 30 6-K) and on September 2, 2014 (Film No. 141076377) (the September 2 6-K), which are incorporated by reference into this prospectus supplement.

In addition to the documents listed in the accompanying prospectus and the documents incorporated by reference since the date of the accompanying prospectus, we incorporate by reference in this prospectus supplement and the accompanying prospectus any future documents we may file with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act from the date of this prospectus supplement until the offering contemplated in this prospectus supplement is completed. Reports on Form 6-K we may furnish to the SEC after the date of this prospectus supplement (or portions thereof) are incorporated by reference in this prospectus supplement only to the extent that the report expressly states that it is (or such portions are) incorporated by reference in this prospectus supplement.

We will provide to you, upon your written or oral request, without charge, a copy of any or all of the documents referred to above or in the accompanying prospectus which we have incorporated in this prospectus supplement by reference. You should direct your requests to Barclays Treasury, Barclays PLC, 1 Churchill Place, London E14 5HP, United Kingdom (telephone: 011-44-20-7116-1000).

For purposes of this prospectus supplement:

we, us, our, Barclays and the Issuer refer to Barclays PLC (or any successor entity), unless the context requires otherwise;

Barclays Bank refers to Barclays Bank PLC (or any successor entity);

Group refers to Barclays PLC (or any successor entity) and its consolidated subsidiaries;

PRA shall mean the Prudential Regulation Authority of the United Kingdom or such other governmental authority in the United Kingdom (or if Barclays PLC becomes domiciled in a jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the prudential supervision of Barclays PLC;

\$ and U.S. dollars shall refer to the lawful currency for the time being of the United States;

Capital Regulations means, at any time, the laws, regulations, requirements, standards, guidelines and policies relating to capital adequacy for credit institutions of either (i) the PRA and/or (ii) any other national or European authority, in each case then in effect in the United Kingdom (or in such other jurisdiction in which we may be organized or domiciled) and applicable to the Group;

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CRD IV means the legislative package consisting of Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as the same may be amended or replaced from time to time, and the CRD IV Regulation;

CRD IV Regulation means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of June 26, 2013, as the same may be amended or replaced from time to time; and

Moody's refers to Moody's Investors Service Ltd., Standard & Poor's refers to Standard & Poor's Credit Market Services Europe Limited, and Fitch refers to Fitch Ratings Limited.

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The following is a summary of this prospectus supplement and should be read as an introduction to, and in conjunction with, the remainder of this prospectus supplement, the accompanying prospectus and any documents incorporated by reference therein. You should base your investment decision on a consideration of this prospectus supplement, the accompanying prospectus and any documents incorporated by reference therein, as a whole. Words and expressions defined in Description of Subordinated Notes below shall have the same meanings in this summary.

General

The Issuer	Barclays PLC
	Barclays PLC is the ultimate holding company of the Group, whose principal activities are in financial services. The Group is engaged in personal banking, credit cards, corporate and investment banking, and wealth and investment management with an extensive international presence in Europe, the Americas, Africa and Asia.
The Securities We Are Offering	We are offering \$1,250,000,000 aggregate principal amount of 4.375% Fixed Rate Subordinated Notes due 2024.
Issue Date	September 11, 2014
Maturity Date	We will repay the notes at 100% of their principal amount plus accrued interest on September 11, 2024.
Interest Rate	The notes will bear interest at a rate of 4.375% per annum.
Interest Payment Dates	Every March 11 and September 11 in each year, commencing on March 11, 2015 and ending on the Maturity Date; provided that if any Interest Payment Date would fall on a day that is not a Business Day (as defined below), the Interest Payment Date will be postponed to the next succeeding Business Day, but interest on that payment will not accrue during the period from and after the scheduled Interest Payment Date. If the Maturity Date would fall on a day that is not a Business Day, the payment of interest and principal will be made on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after such Maturity Date.

Regular Record Dates

The Business Day immediately preceding each Interest Payment Date (or, if the notes are held in definitive form, the 15th Business Day preceding each Interest Payment Date).

Day Count

30/360, Following, Unadjusted

Ranking

The notes will constitute our direct, unsecured and subordinated obligations, ranking equally without any preference among themselves.

In the event of our winding up or administration, the claims of the Trustee (on behalf of the holders of the notes but not the rights and

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claims of the Trustee in its personal capacity under the Dated Subordinated Debt Securities Indenture between the Issuer and The Bank of New York Mellon acting through its London Branch, as trustee (the Trustee) expected to be entered into on September 11, 2014 (the Base Indenture) as supplemented by the First Supplemental Indenture between the Issuer and the Trustee expected to be entered into on September 11, 2014 (First Supplemental Indenture and together with the Base Indenture, the Indenture)) and the holders of the notes against us, in respect of such notes (including any damages or other amounts (if payable)) shall:

- a) be subordinated to the claims of all Senior Creditors;
- b) rank at least *pari passu* with the claims of all other subordinated creditors of the Issuer which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the notes (Other Pari Passu Claims); and
- c) rank senior to the Issuer's ordinary shares, preference shares and any junior subordinated obligations or other securities which in each case either by law rank, or by their terms are expressed to rank, junior to the notes.

Senior Creditors means creditors of the Issuer (i) who are unsubordinated creditors; or (ii) who are subordinated creditors (whether in the event of a winding-up or administration of the Issuer or otherwise) other than those whose claims by law rank, or by their terms are expressed to rank, *pari passu* with or junior to the claims of the holders of the notes.

In the event of our winding-up or liquidation, if any amount in respect of the notes is paid to the holders of such notes or to the Trustee (including any damages or other amounts (if payable)) before the claims of Senior Creditors, then such payment or distribution shall be held by such holders or the Trustee upon trust to be applied in the following order: (i) to the amounts due to the Trustee in or about the execution of the trusts of the Indenture; (ii) in payment of all claims of Senior Creditors outstanding at the commencement of, or arising solely by virtue of, our winding up to the extent that such claims shall be admitted in the winding up and shall not be satisfied out of our other resources; and (iii) in payment of notes issued under the Indenture. By accepting the notes, each holder agrees to be bound by the Indenture's subordination provisions and irrevocably authorizes our liquidator to perform on behalf of the holder the above subordination trust.

In addition, see Risk Factors The Issuer is a holding company, which means that its right to participate in the assets of any of its subsidiaries upon the liquidation of such subsidiaries may be subject to prior claims of some of such subsidiary s creditors and preference shareholders.

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No Set-off

Subject to applicable law, no holder of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the notes and each holder of notes shall, by virtue of its holding of any notes, be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the above, if any amounts due and payable to any holder of the notes by the Issuer in respect of, or arising under, the notes are discharged by set-off, such holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or administrator of the Issuer, as the case may be) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or administrator of the Issuer, as the case may be) and, accordingly, any such discharge shall be deemed not to have taken place. By its acquisition of the notes, each holder and beneficial owner agrees to be bound by these provisions relating to waiver of set-off.

Tax Redemption

We may, at our option, at any time, redeem the notes, in whole but not in part, if we determine that as a result of a change in, or amendment to, the laws or regulations of a taxing jurisdiction, including any treaty to which the relevant taxing jurisdiction is a party, or a change in an official application or interpretation of those laws or regulations on or after the issue date of the notes, including a decision of any court or tribunal which becomes effective on or after the issue date of the notes (and, in the case of a successor entity, which becomes effective on or after the date of that entity's assumption of our obligations):

- (a) we will or would be required to pay holders Debt Security Additional Amounts (as defined in the accompanying prospectus);
- (b) we would not be entitled to claim a deduction in respect of any payments in computing our taxation liabilities or the amount of the deduction would be materially reduced; or
- (c) we would not, as a result of the notes being in issue, be able to have losses or deductions set against the profits or gains, or profits or gains offset by the losses or deductions, of companies with which we are or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the date of issue of the notes or any similar system or systems having like effect as may from time to time exist),

(each such change in tax law or regulation or the official application or interpretation thereof, a Tax Event), at a price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; provided that in the case of each Tax Event, the consequences of the Tax Event cannot be avoided by us taking reasonable measures available to us. Any

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redemption as a result of a Tax Event will also be subject to the provisions described under *Notice of Redemption* and *Condition to Redemption* below.

Regulatory Event Redemption

If there is a change in the regulatory classification of the notes that occurs on or after the issue date of the notes and that does, or would be likely to, result in: (a) the whole of the outstanding aggregate principal amount of the notes; or (b) subject to the proviso below, any part of the outstanding aggregate principal amount of the notes, ceasing to be included in, or counting towards, the Group's Tier 2 Capital (a Regulatory Event), we may, at our option, at any time, redeem the notes, in whole but not in part, at a redemption price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; *provided that*, if the inclusion of the Issuer's right to redeem the notes pursuant to paragraph (b) in the terms of the notes is at any time not in accordance with the Capital Regulations applicable to instruments intended to qualify as Tier 2 Capital, then the Issuer shall be deemed not to have, at that time, the right to exercise its right to redeem the notes in accordance with paragraph (b) above and the terms of the notes shall be construed accordingly. Any redemption upon the occurrence of a Regulatory Event will be subject to the provisions described under *Notice of Redemption* below and *Condition to Redemption* below.

Tier 2 Capital means Tier 2 Capital for the purposes of the Capital Regulations.

Notice of Redemption

Any redemption of the notes shall be subject to our giving not less than thirty (30) days, nor more than sixty (60) days, prior notice to the holders of such notes via DTC or the relevant clearing system(s) (or, if the notes are held in definitive form, to the holders at their addresses shown on the register for the notes) (such notice being irrevocable except in the limited circumstances described in the following paragraph) specifying our election to redeem the notes and the date fixed for such redemption. Notice by DTC to participating institutions and by these participants to street name holders of beneficial interests in the relevant notes will be made according to arrangements among them and may be subject to statutory or regulatory requirements.

If the Issuer has elected to redeem the notes but prior to the payment of the redemption amount with respect to such redemption the relevant U.K. resolution authority exercises its U.K. Bail-in Power in respect of the notes, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption

amount will be due and payable.

Condition to Redemption

Notwithstanding any other provision, we may redeem the notes (and give notice thereof to the holders of the notes) only if we have obtained the PRA's prior consent (if such consent is required by the

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Capital Regulations) for the redemption of the notes. For more information, see *Description of Subordinated Notes Condition to Redemption* below.

Condition to Repurchase

The Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding notes at any price in the open market or otherwise in accordance with the Capital Regulations applicable to the Group in force at the relevant time, and subject to the prior consent of the PRA (if such consent is required by the Capital Regulations) and to applicable law and regulation.

U.K. Bail-in Power Acknowledgement

The PRA has requested us to address in the terms of the notes the requirements in Article 55 of the BRRD, and we have accordingly included the following two paragraphs in the terms of the notes:

By its acquisition of the notes, each holder of the notes acknowledges, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined below) by the relevant U.K. resolution authority (as defined below) that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes, in each case, to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

For these purposes, a U.K. Bail-in Power is any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group (as defined above), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the BRRD and/or within the context of a U.K. resolution regime under the U.K. Banking Act 2009, as amended, or otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution

authority is to any authority with the ability to exercise a U.K. Bail-in Power).

For more information, see *Description of Subordinated Notes Agreement with Respect to the Exercise of U.K. Bail-in Power* below.

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Repayment of Principal and Payment of Interest After Exercise of U.K. Bail-In Power No repayment of the principal amount of the notes or payment of interest on the notes shall become due and payable after the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority unless such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer.

Enforcement Events and Remedies

Winding-up

If a Winding-up Event occurs, subject to the subordination provisions, the outstanding principal amount of the notes together with any accrued but unpaid interest will become immediately due and payable.

A Winding-up Event with respect to the notes shall result if (i) a court of competent jurisdiction in England (or such other jurisdiction in which we may be organized) makes an order for our winding-up which is not successfully appealed within 30 days of the making of such order, (ii) our shareholders adopt an effective resolution for our winding-up (other than, in the case of either (i) or (ii) above, under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend.

Non-payment

If we fail to pay any amount that has become due and payable under the notes and the failure continues for 14 days, the Trustee may give us notice of such failure. If within a period of 14 days following the provision of such notice, the failure continues and has not been cured nor waived, the Trustee may at its discretion and without further notice to us institute proceedings in England (or such other jurisdiction in which we may be organized) (but not elsewhere) for our winding-up and/or prove in our winding-up and/or claim in our liquidation or administration.

Limited remedies for breach of obligations (other than non-payment)

In addition to the remedies for non-payment provided above, the Trustee may, without further notice, institute such proceedings against us as the Trustee may think fit to enforce any term, obligation or condition binding on us under the notes or the Indenture (other than any payment obligation

of the Issuer under or arising from the notes or the Indenture, including, without limitation, payment of any principal or interest) (a Performance Obligation); *provided always that* the Trustee (acting on behalf of the holders of the notes) and the holders of the notes may not enforce, and may not be entitled to

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enforce or otherwise claim, against us any judgment or other award given in such proceedings that requires the payment of money by us, whether by way of damages or otherwise (a Monetary Judgment), except by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration.

For the avoidance of doubt, the sole and exclusive manner by which the Trustee (acting on behalf of the holders of the notes) and the holders of the notes may seek to enforce or otherwise claim a Monetary Judgment against us in connection with our breach of a Performance Obligation shall be by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration. By its acquisition of the notes, each holder of the notes acknowledges and agrees that such holder will not seek to enforce or otherwise claim, and will not direct the Trustee (acting on behalf of the holders of the notes) to enforce or otherwise claim, a Monetary Judgment against us in connection with our breach of a Performance Obligation, except by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration.

No other remedies

Other than the limited remedies specified herein under *Enforcement Events and Remedies* above and subject to *Trust Indenture Act remedies* below, no remedy against us will be available to the Trustee (acting on behalf of the holders of the notes) or the holders of the notes whether for the recovery of amounts owing in respect of such notes or under the Indenture or in respect of any breach by us of any of our obligations under or in respect of the terms of such notes or under the Indenture in relation thereto; *provided, however*, that such limitation shall not apply to our obligations to pay the fees and expenses of, and to indemnify, the Trustee (including fees and expenses of Trustee's counsel) and the Trustee's rights to apply money collected to first pay its fees and expenses shall not be subject to the subordination provisions set forth in the Indenture.

Trust Indenture Act remedies

Notwithstanding the limitation on remedies specified herein under *Enforcement Events and Remedies* above, (1) the Trustee will have such powers as are required to be authorized to it under the Trust Indenture Act in respect of the rights of the holders of the notes under the provisions of the Indenture and (2) nothing shall impair the right of a

holder of the notes under the Trust Indenture Act, absent such holder's consent, to sue for any payment due but unpaid with respect to the notes; provided that, in the case of each of (1) and (2) above, any payments in respect of, or arising from, the notes, including any payments or amounts resulting or arising from the enforcement of any rights under the Trust Indenture Act in respect of the notes, are subject to the subordination provisions set forth in the Indenture. No

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holder of notes shall be entitled to proceed directly against us except as described in *Description of Subordinated Notes Trustee's Duties Limitation on Suits* below.

Under the terms of the Indenture, the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes is not a Winding-up Event or a default in payment.

Business Day

Any weekday, other than one on which banking institutions are authorized or obligated by law or executive order to close in London, England or in the City of New York, United States.

Book-Entry Issuance, Settlement and Clearance

We will issue the notes in fully registered form in denominations of \$200,000 and integral multiples of \$1,000 in excess thereof. The notes will be represented by one or more global securities registered in the name of a nominee of DTC. You will hold beneficial interests in the notes through DTC and its direct and indirect participants, including Euroclear and Clearstream Luxembourg, and DTC and its direct and indirect participants will record your beneficial interest on their books. We will not issue certificated notes except in limited circumstances that we explain under *Global Securities Special Situations When a Global Security Will Be Terminated* in the accompanying prospectus. Settlement of the notes will occur through DTC in same day funds. For information on DTC's book-entry system, see *Clearance and Settlement The Clearing Systems DTC* in the accompanying prospectus.

Conflicts of Interest

Barclays Capital Inc. is an affiliate of the Issuer and, as such, has a conflict of interest in this offering within the meaning of Financial Industry Regulatory Authority (FINRA) Rule 5121 (or any successor rule thereto) (Rule 5121). Consequently, this offering is being conducted in compliance with the provisions of Rule 5121. Barclays Capital Inc. is not permitted to sell notes in this offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder.

CUSIP

06738EAC9.

ISIN

US06738EAC93.

Common Code

110957254.

Listing and Trading

We will apply to list the notes on the NYSE under the symbol BCS24.

Trustee and Paying Agent

The Bank of New York Mellon acting through its London Branch, One Canada Square, London E14 5AL, United Kingdom, will act as the trustee and initial paying agent for the notes.

Timing and Delivery

We currently expect delivery of the notes to occur on September 11, 2014.

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Further Issues

We may, without the consent of the holders of the notes, issue additional notes having the same ranking and same interest rate, Maturity Date, redemption terms and other terms as the notes described in this prospectus supplement except for the price to the public and issue date. Any such additional notes, together with the notes offered by this prospectus supplement, will constitute a single series of such securities under the indenture relating to the notes. There is no limitation on the amount of notes or other debt securities that we may issue under the Indenture.

Use of Proceeds

We intend to use the proceeds of the offering for general corporate purposes and to strengthen further our regulatory capital base, which may include investments in, or capital contributions to, our subsidiaries.

Governing Law

The Indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York, except that, as specified in the Indenture, the subordination provisions and provisions relating to waiver of set-off in the Indenture will be governed by and construed in accordance with the laws of England.

Table of Contents**RISK FACTORS**

You should carefully consider the risks described below and all of the information contained and incorporated by reference in this document before you decide whether to acquire the notes.

Acquiring the notes offered under this prospectus supplement involves significant risks. You should reach your own investment decision only after consultation with your own financial, legal and tax advisers (as you deem appropriate) about risks associated with an investment in the notes and the suitability of investing in the notes in light of the particular characteristics and terms of the notes and of your particular financial circumstances. As part of making an investment decision, you should make sure you thoroughly understand the notes' terms, such as the agreement by you to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. You should also carefully consider the risk factors and the other information contained in this prospectus supplement, our 2013 Form 20-F and the other information included and incorporated by reference in this prospectus supplement or the accompanying prospectus before deciding to invest in the notes. If any of the risks described herein (including the risks described in the documents incorporated by reference in this prospectus supplement or the accompanying prospectus) materializes, our business, financial condition and results of operations could suffer, the notes could be subject to the U.K. Bail-in Power, and the trading price and liquidity of the notes could decline, in which case you could lose some or all of the value of your investment.

We may redeem the notes at our option in certain situations.

We may, at our option, at any time, redeem the notes, in whole but not in part, at a price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption, if a Regulatory Event or a Tax Event has occurred, as more particularly described below under *Description of Subordinated Notes Regulatory Event Redemption* and *Description of Subordinated Notes Tax Redemption*, respectively. If we redeem the notes, you may not be able to reinvest the redemption proceeds in securities offering a comparable yield. In addition, any early redemption of the notes is subject to receipt of the PRA's prior consent, regardless of whether such redemption would be favorable or unfavorable to you. Furthermore, you have no right to require us to redeem the notes.

Our obligations under the notes will be unsecured and subordinated.

The notes will constitute our direct, unsecured and subordinated obligations, ranking equally without any preference among themselves.

In the event of our winding up or administration, the claims of the Trustee (on behalf of the holders of the notes but not the rights and claims of the Trustee in its personal capacity under the Indenture) and the holders of the notes against us, in respect of such notes (including any damages or other amounts (if payable)) shall:

- a) be subordinated to the claims of all Senior Creditors (as defined under *Description of Subordinated Notes Ranking* below);
- b) rank at least *pari passu* with the claims of all our other subordinated creditors which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the notes (*Other Pari Passu Claims*); and

c) rank senior to our ordinary shares, preference shares and any junior subordinated obligations or other securities which in each case either by law rank, or by their terms are expressed to rank, junior to the notes. In the event of our winding-up or liquidation, if any amount in respect of the notes is paid to the holders of such notes or to the Trustee (including any damages or other amounts (if payable)) before the claims of Senior Creditors, then such payment or distribution shall be held by such holders or the Trustee upon trust to be applied in the following order: (i) to the amounts due to the Trustee in or about the execution of the trusts of the Indenture; (ii) in payment of all claims of Senior Creditors outstanding at the commencement of, or arising solely

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by virtue of, our winding up to the extent that such claims shall be admitted in the winding up and shall not be satisfied out of our other resources; and (iii) in payment of notes issued under the Indenture. By accepting the notes, each holder agrees to be bound by the Indenture's subordination provisions and irrevocably authorizes our liquidator to perform on behalf of the holder the above subordination trust.

Therefore, if the Issuer were to be wound up or placed into administration, the Issuer's liquidator or administrator would first apply assets of the Issuer to satisfy all rights and claims of Senior Creditors. If the Issuer does not have sufficient assets to settle claims of such Senior Creditors in full, the claims of the holders of the notes will not be settled and, as a result, the holders will lose the entire amount of their investment in the notes. The notes will share equally in payment with claims under Other Pari Passu Claims if the Issuer does not have sufficient funds to make full payments on all of them, as applicable. In such a situation, holders of the notes could lose all or part of their investment.

The Issuer is a holding company, which means that its right to participate in the assets of any of its subsidiaries upon the liquidation of such subsidiaries may be subject to prior claims of some of such subsidiary's creditors and preference shareholders.

The Issuer is a holding company that currently has no significant assets other than its investment in Barclays Bank. As a holder of ordinary shares in Barclays Bank (or any of its subsidiaries), the Issuer's right to participate in the assets of Barclays Bank (or any other subsidiary) if such subsidiary is liquidated will be subject to the prior claims of such subsidiary's creditors and preference shareholders, except in the limited circumstance where the Issuer is a creditor with claims that are recognized to be ranked ahead of or *pari passu* with such claims of other of the subsidiary's creditors and/or preference shareholders against such subsidiary. Accordingly, if Barclays Bank or any of the Issuer's other subsidiaries were to be wound up, liquidated or dissolved, (i) the holders of the notes would have no right to proceed against the assets of Barclays Bank or such other subsidiary, and (ii) the liquidator of Barclays Bank or such other subsidiary would first apply the assets of Barclays Bank or such other subsidiary to settle the claims of the creditors of Barclays Bank or such other subsidiary, including holders (which may include the Issuer) of preference shares, Tier 1 capital instruments ranking ahead of the holders of ordinary shares of Barclays Bank or such other subsidiary and Tier 2 capital instruments of Barclays Bank or such other subsidiary, before the Issuer, to the extent it is as an ordinary shareholder of Barclays Bank or such other subsidiary, would be entitled to receive any distributions from Barclays Bank or such other subsidiary.

There is no restriction on the amount or type of further securities or indebtedness that we or our subsidiaries may issue, incur or guarantee.

Subject to complying with applicable regulatory requirements in respect of the Group's leverage and capital ratios, there is no restriction on the amount or type of further securities or indebtedness that we or our subsidiaries may issue, incur or guarantee, as the case may be, that rank senior to, or *pari passu* with, the notes offered hereby. The issue or guaranteeing of any such further securities or indebtedness may reduce the amount recoverable by holders of the notes on a liquidation or winding-up of Barclays and may limit our ability to meet our obligations under the notes. In addition, the notes do not contain any restriction on Barclays issuing securities that may have preferential rights to the notes or securities with similar or different provisions to those described herein.

Holders of the notes will have limited remedies.

Payment of principal and accrued interest on the notes shall be accelerated only in the event of certain events of a winding-up or administration involving us that constitute a Winding-up Event (as defined herein). Under the terms of the Indenture, a Winding-up Event results if either (i) a court of competent jurisdiction in England (or such other

jurisdiction in which we may be organized) makes an order for our winding-up which is not successfully appealed within 30 days of the making of such order, (ii) our shareholders adopt an effective resolution for our winding-up (other than, in the case of either (i) or (ii) above, under or in connection with a

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scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii) following the appointment of an administrator, the administrator gives notice that it intends to declare and distribute a dividend. There is no right of acceleration in the case of non-payment of principal or interest on the notes or of our failure to perform any of our obligations under or in respect of the notes.

The sole remedy against us available for recovery of amounts owing in respect of any non-payment of any amount that has become due and payable under the notes is, subject to certain conditions and to the provisions set forth in *Description of Subordinated Notes Enforcement Events and Remedies Trust Indenture Act remedies* below, for the Trustee to institute proceedings in England (or such other jurisdiction in which we may be organized) (but not elsewhere) for our winding-up and/or prove in our winding-up and/or claim in our liquidation or administration.

The Trustee may institute such proceedings against us as it may think fit to enforce any term, obligation or condition binding on us under the notes or the Indenture (other than any payment obligation of the Issuer under or arising from the notes or the Indenture, including, without limitation, payment of any principal or interest) (referred to herein as Performance Obligations), provided that the Trustee (acting on behalf of the holders of the notes) and the holders of the notes may not enforce, and may not be entitled to enforce or otherwise claim, against the Issuer any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise (a Monetary Judgment), except by proving such Monetary Judgment in a winding-up of the Issuer and/or by claiming such Monetary Judgment in an administration of the Issuer.

For the avoidance of doubt, the sole and exclusive manner by which the Trustee (acting on behalf of holders of the notes) and the holders of the notes may seek to enforce or otherwise claim a Monetary Judgment against the Issuer in connection with the Issuer's breach of a Performance Obligation shall be by proving such Monetary Judgment in a winding-up of the Issuer and/or by claiming such Monetary Judgment in an administration of the Issuer. By its acquisition of the notes, each holder of the notes acknowledges and agrees that such holder will not seek to enforce or otherwise claim, and will not direct the Trustee (acting on behalf of the holders of the notes) to enforce or otherwise claim, a Monetary Judgment against the Issuer in connection with the Issuer's breach of a Performance Obligation, except by proving such Monetary Judgment in a winding-up of the Issuer and/or by claiming such Monetary Judgment in an administration of the Issuer.

The remedies under the notes are more limited than those typically available to our unsubordinated creditors.

Under the terms of the Indenture, the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes is not a Winding-up Event or a default in payment.

For further detail regarding the limited remedies of the Trustee and the holders of the notes, see *Description of Subordinated Notes Enforcement Events and Remedies* and *Description of Subordinated Notes Enforcement Events and Remedies Trust Indenture Act remedies* and *Description of Subordinated Notes Trustee's Duties* below.

Regulatory action in the event a bank is failing or becomes non-viable could materially adversely affect the value of the notes.

European resolution regime and loss absorption at the point of non-viability.

The BRRD was published in the Official Journal of the European Union on June 12, 2014 and entered into force on July 2, 2014 (the implementation dates are set out below). The stated aim of the BRRD is to provide resolution authorities, including the relevant U.K. resolution authority, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimize taxpayers' exposure to losses.

The powers granted to resolution authorities under the BRRD include (but are not limited to) the introduction of a statutory write-down and conversion power and a bail-in power, which will give the relevant U.K. resolution authority the power to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities (which could include the notes) of a failing financial institution and/or to convert

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certain debt claims (which could include the notes) into another security, including ordinary shares of the surviving Group entity, if any. The majority of measures set out in the BRRD (including the write-down and conversion powers relating to Tier 1 capital instruments and Tier 2 capital instruments, such as the notes) will need to be implemented with effect from January 1, 2015, with the bail-in power for other eligible liabilities to apply from January 1, 2016 at the latest. See *Bail-in option in the U.K. Banking Act and U.K. transposition of BRRD* below, for indicative timing on the implementation of the BRRD in the United Kingdom. See also *Under the terms of the notes, you have agreed to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority*.

In addition to a write-down and conversion power and a bail-in power, the powers granted to the relevant U.K. resolution authority under the BRRD include the power to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a bridge bank (a publicly controlled entity) and (iii) transfer the impaired or problem assets of the relevant financial institution to an asset management vehicle to allow them to be managed over time. In addition, among the broader powers granted to the relevant resolution authority under the BRRD, is the power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments.

Although the BRRD contains certain safeguards for shareholders and certain creditors in specific circumstances which aim to ensure that they do not incur greater losses than they would have incurred had the relevant financial institution been wound up under normal insolvency proceedings, the U.K. Treasury has expressed its preliminary view on July 23, 2014 in its BRRD Consultation (as defined below) that such safeguards do not apply to the write-down and conversion power relating to capital instruments (which could include the notes) and is consulting on this view. The U.K. Treasury has also stated that this interpretation is under discussion with the European Commission.

Until fully implemented, it is not possible to assess the full impact of the BRRD on the Issuer, the Group and on holders of the notes, and there can be no assurance that, once it is implemented, the manner in which it is implemented or the taking of any actions by the relevant U.K. resolution authority contemplated in the BRRD would not adversely affect the rights of holders of the notes, the price or value of an investment in the notes and/or our ability to satisfy our obligations under the notes.

The exercise of any such power or any suggestion of such exercise could, therefore, materially adversely affect the value of any notes subject to the BRRD and could lead to the holders of the notes losing some or all of their investment in the notes.

U.K. resolution regime.

In the United Kingdom, the U.K. Banking Act provides for a regime (the resolution regime) to allow the Bank of England (or, in certain circumstances, U.K. HM Treasury (the U.K. Treasury)) to resolve failing banks in the United Kingdom, in consultation with the PRA, the FCA and U.K. Treasury, as appropriate. Under the U.K. Banking Act, these authorities are given powers, including (a) the power to make share transfer orders pursuant to which all or some of the securities issued by a U.K. bank may be transferred to a commercial purchaser or the U.K. government; and (b) the power to transfer all or some of the property, rights and liabilities of a U.K. bank to a commercial purchaser or Bank of England entity. A share transfer order can extend to a wide range of securities, including shares and bonds issued by a U.K. bank (including Barclays Bank) or its holding company (the Issuer) and warrants for such shares and bonds. Certain of these powers have been extended to companies within the same group as a U.K. bank.

The U.K. Banking Act also gives the authorities powers to override events of default or termination rights that might be invoked as a result of the exercise of the resolution powers. The U.K. Banking Act powers apply regardless of any contractual restrictions and compensation may be payable in the context of both share transfer orders and property appropriation.

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The U.K. Banking Act also gives the Bank of England the power to override, vary or impose contractual obligations between a U.K. bank, its holding company and its group undertakings for reasonable consideration, in order to enable any transferee or successor bank to operate effectively. There is also power for the U.K. Treasury to amend the law (excluding provisions made by or under the U.K. Banking Act) for the purpose of enabling it to use the regime powers effectively, potentially with retrospective effect.

If these powers were to be exercised in respect of the Issuer (or any member of the Group), there could be a material adverse effect on the rights of holders of notes, including through a material adverse effect on the price of the notes.

Bail-in option in the U.K. Banking Act and U.K. transposition of the BRRD.

On December 18, 2013, the Financial Services (Banking Reform) Act 2013 (the U.K. Banking Reform Act) became law in the United Kingdom. Among the changes introduced by the U.K. Banking Reform Act, the U.K. Banking Act was amended to insert a bail-in option as part of the powers of the U.K. resolution authority. The bail-in option will come into force when stipulated by the U.K. Treasury.

The bail-in option is being introduced as an additional power available to the U.K. resolution authority, to enable it to recapitalize a failed institution by allocating losses to its shareholders and unsecured creditors in a manner that ought to respect the hierarchy of claims in an insolvency of a relevant financial institution, consistent with shareholders and creditors of financial institutions not receiving less favorable treatment than they would have done in insolvency. However, capital instruments, including the notes, could also be subject to the separate write-down and conversion power introduced by the BRRD in which case such no shareholder or creditor worse off safeguards may not apply (see *European resolution regime and loss absorption at the point of non-viability* above). The bail-in option includes the power to cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the bank under resolution and the power to convert a liability from one form to another. The conditions for use of the bail-in option are, in summary, that (i) the regulator determines that the bank is failing or likely to fail, (ii) it is not reasonably likely that (ignoring the other stabilization powers under the U.K. Banking Act) any other action can be taken to avoid the bank's failure and (iii) the U.K. resolution authority determines that it is in the public interest to exercise the bail-in power.

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

On July 23, 2014, the U.K. Treasury published a consultation on the transposition of the BRRD into law in the United Kingdom, including draft legislation (the BRRD Consultation). The U.K. Treasury stated that, in transposing the BRRD, it will build on the United Kingdom's current system and powers. It also stated that some amendments will be required to be made to the bail-in option in the U.K. Banking Act, in order to fully transpose the BRRD into U.K. law. The U.K. Treasury is expected to make such amendments and bring the bail-in option into force (subject to certain exceptions) on January 1, 2015.

In addition, the U.K. Banking Act may be amended and/or other legislation may be introduced in the United Kingdom to amend the resolution regime that would apply in the event of a bank failure or to provide regulators with other resolution powers.

For more information on changes in law, see *Other changes in law may adversely affect the rights of holders of the notes.*

Under the terms of the notes, you have agreed to be bound by the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

By its acquisition of the notes, each holder of the notes acknowledges, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power by the relevant U.K. resolution authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all or

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a portion of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes, in each case, to give effect to the exercise by the relevant U.K. resolution authority of such power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. Accordingly, any U.K. Bail-in Power may be exercised in such a manner as to result in you and other holders of the notes losing all or a part of the value of your investment in the notes or receiving a different security from the notes, which may be worth significantly less than the notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the relevant U.K. resolution authority may exercise its authority to implement the U.K. Bail-in Power without providing any advance notice to the holders of the notes. For more information, see *Description of Subordinated Notes Agreement with Respect to the Exercise of U.K. Bail-in Power*. See also *Regulatory action in the event a bank is failing or becomes non-viable could materially adversely affect the value of the notes*.

The circumstances under which the relevant U.K. resolution authority would exercise its proposed U.K. Bail-in Power are currently uncertain.

Despite there being proposed pre-conditions for the exercise of the U.K. Bail-in Power, there remains uncertainty regarding the specific factors which the relevant U.K. resolution authority would consider in deciding whether to exercise the U.K. Bail-in Power with respect to the relevant financial institution and/or securities, such as the notes, issued by that institution.

Moreover, as the final criteria that the relevant U.K. resolution authority would consider in exercising any U.K. Bail-in Power are expected to provide it with considerable discretion, holders of the notes may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such U.K. Bail-in Power and consequently its potential effect on the Group and the notes.

The rights of holders of the notes to challenge the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority are likely to be limited.

There is some uncertainty as to the extent of any due process rights or procedures that will be provided to holders of securities (including the notes) subject to the U.K. Bail-in Power and to the broader resolution powers of the relevant U.K. resolution authority when the BRRD is implemented in the United Kingdom. Holders of the notes may have only limited rights to challenge and/or seek a suspension of any decision of the relevant U.K. resolution authority to exercise its U.K. Bail-in Power or to have that decision reviewed by a judicial or administrative process or otherwise.

Other changes in law may adversely affect the rights of holders of the notes.

Changes in law after the date hereof may affect the rights of holders as well as the market value of the notes. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the notes, which may have an adverse effect on an investment in the notes.

In addition, any change in law or regulation that triggers a Regulatory Event or a Tax Event would entitle us, at our option (subject to a requirement to obtain the PRA's prior consent), to redeem any relevant notes, in whole but not in part, as more particularly described below under *Description of Subordinated Notes Regulatory Event Redemption* and *Description of Subordinated Notes Tax Redemption*, respectively. See also *We may redeem the notes at our option in certain situations*.

Such legislative and regulatory uncertainty could also affect an investor's ability to accurately value the notes and, therefore, affect the trading price of the notes given the extent and impact on the notes that one or more regulatory or legislative changes, including those described above, could have on the notes.

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There may not be any trading market for the notes.

The notes are a new issue of securities and have no established trading market. Although application will be made to have the notes listed on the NYSE, there can be no assurance that an active trading market will develop. Even if an active trading market does develop, it may not be liquid and may not continue. The liquidity and the market prices for the notes can be expected to vary with changes in market and economic conditions, our financial condition and prospects and other factors that generally influence the market prices of securities. If the secondary market for the notes is limited, there may be few buyers for the notes and this may reduce the relevant market price of the notes.

Standard & Poor's is currently revising its criteria for determining issue credit ratings on bank and prudentially regulated finance company hybrid capital instruments, such as the notes. If the notes are downgraded such that they would be considered sub-investment grade securities by Standard & Poor's, the notes may as a result be subject to a higher risk of price volatility than higher-rated securities and their market value and liquidity may decline.

Standard & Poor's is currently revising its criteria for determining issue credit ratings on bank and prudentially regulated finance company hybrid capital instruments, such as the notes, in order to reflect on-going changes in the regulatory framework for such instruments. Standard & Poor's has stated that it intends to publish its revised final criteria during the week of September 8, 2014. Standard & Poor's has previously stated that the application of the proposed new criteria, when implemented, could lead to downgrades for Tier 2 non-deferrable subordinated instruments (such as the notes) in certain jurisdictions. Standard & Poor's has, however, also noted that the potential ratings impact could change if its final criteria differ from those which it originally proposed for comment and that it is considering changes to the criteria originally proposed based on feedback it has received during the comment period. Upon publication of the new criteria, securities which could potentially be impacted will be stated by Standard & Poor's to be under criteria observation to indicate that their ratings are under review because of the implementation of the new criteria, and Standard & Poor's has stated that it plans to complete its review of the applicable ratings within a few weeks of publication of the new criteria. These new criteria could result in the notes being downgraded by Standard & Poor's. If the notes are downgraded such that they would be considered to be sub-investment grade securities by Standard & Poor's, the notes may as a result be subject to a higher risk of price volatility than higher-rated securities and their market value and liquidity may decline.

A downgrade, suspension or withdrawal of the rating assigned by any rating agency to the notes, including as a result of changes in rating agencies' views of the level of implicit sovereign support for European banks, could cause the liquidity or market value of the notes to decline.

Upon issuance, it is expected that the notes will be rated by nationally recognized statistical ratings organizations and may in the future be rated by additional rating agencies. However, we are under no obligation to ensure the notes are rated by any rating agency and any rating initially assigned to the notes may be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, circumstances relating to the basis of the rating, such as adverse changes to our business, so warrant. In addition, the ratings may not reflect the potential impact of all risks related to the notes. If the Issuer determines to no longer maintain one or more ratings, or if any rating agency lowers or withdraws its rating, such event could reduce the liquidity or market value of the notes.

Furthermore, each of Moody's, Standard & Poor's and Fitch (together, the CRAs) has published statements indicating their view that extraordinary government support for European banks is likely to diminish as regulators implement resolutions frameworks, such as those provided for in the BRRD and the U.K. Banking Act described above. Accordingly, the CRAs have revised the ratings outlook of various systemically important European banks from stable to negative. There is a risk that one or more CRAs could potentially take further action to downgrade the credit ratings of the Issuer, the Group or the notes, which could cause the liquidity or market value of the notes to decline.

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The proposed financial transactions tax (FTT) may negatively affect holders of the notes or the Issuer.

On February 14, 2013, the European Commission published a proposal (the Commission's Proposal) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States).

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside the participating Member States. Generally, it would apply to certain dealings in the notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, established in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation. Additional EU Member States may decide to participate. Prospective holders of the notes are advised to seek their own professional advice in relation to the FTT.

Although the effect of these proposals on the Issuer will not be known until the legislation is finalized, the FTT may also adversely affect certain of its businesses.

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RECENT DEVELOPMENTS

On May 8, 2014, we announced the results of our Group Strategy Update in which we outlined our proposals to make significant changes in our businesses. We filed the May 9 6-K relating to the results of the Group Strategy Update. We also filed the July 14 6-K, which provides further details on the Group's financial reporting as a result of the Group Strategy Update.

On July 30, 2014, we published our results announcement relating to our results for the six months ended June 30, 2014. We filed the July 30 6-K relating to our results announcement. We also filed the September 2 6-K relating to our agreement to sell our Retail Banking, Wealth and Investment Management and Corporate Banking businesses in Spain to CaixaBank.

These are important developments and you should review the Form 6-Ks which are incorporated by reference into this prospectus supplement. The liquidity and market price of our securities including the notes may be affected by many factors, including the impact on market sentiment towards us or our securities or on the ratings assigned by rating agencies to our securities of the proposals announced in the Group Strategy Update and any perceived risks to implementation of those proposals.

In addition, you are also advised to read carefully the risk factors beginning on page S-17 of this prospectus supplement and the risk factors in our other filings with the SEC including our 2013 Form 20-F for a discussion of certain other factors that should be considered when deciding whether to acquire the notes.

USE OF PROCEEDS

The net proceeds from the sale of the notes, less the applicable underwriting compensation stated on the cover of this prospectus supplement and expenses payable by us estimated at \$600,000, are estimated to be \$1,241,875,000. These proceeds will be used for general corporate purposes and to strengthen further our regulatory capital base, which may include investments in, or capital contributions to, our subsidiaries.

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DESCRIPTION OF SUBORDINATED NOTES

The following description of the notes supplements the description of the notes in the accompanying prospectus. If this prospectus supplement is inconsistent with the accompanying prospectus, this prospectus supplement will prevail with regard to the notes. Accordingly, to the extent that certain sections in the following description of the notes provide for different terms than in the applicable corresponding sections in the accompanying prospectus (including without limitation with respect to tax redemption, condition to redemption, enforcement events and remedies), then the sections in the following description shall supersede and replace in their entirety the applicable corresponding sections in the accompanying prospectus.

The notes will constitute a series of Dated Subordinated Debt Securities issued under the Base Indenture, as supplemented by the First Supplemental Indenture. The terms of the notes include those stated in the Indenture and any supplements thereto, and those terms made part of the Indenture by reference to the Trust Indenture Act. Certain terms used in this prospectus supplement, unless otherwise defined herein, have the meaning given to them in the Indenture. We filed the form of Base Indenture as an exhibit to the Form F-3 filed on May 2, 2014, and will file the executed Base Indenture and the First Supplemental Indenture as exhibits to a report on Form 6-K on or about September 11, 2014.

The notes will be issued in an aggregate principal amount of \$1,250,000,000, and unless previously redeemed and cancelled will mature on September 11, 2024 and will bear interest at 4.375% per annum, payable semi-annually in arrear on March 11 and September 11 of each year, commencing on March 11, 2015. The regular record dates for the notes will be the Business Day immediately preceding each Interest Payment Date (or, if the notes are held in definitive form, the 15th business day preceding each Interest Payment Date).

If any scheduled Interest Payment Date is not a Business Day, we will pay interest on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after the scheduled Interest Payment Date. If the Maturity Date or date of redemption or repayment is not a Business Day, we may pay interest and principal on the next succeeding Business Day, but interest on that payment will not accrue during the period from and after such Maturity Date or date of redemption or repayment.

Interest on the notes will be computed on the basis of a 360-day year of twelve 30-day months.

Ranking

The notes will constitute our direct, unsecured and subordinated obligations, ranking equally without any preference among themselves.

In the event of our winding up or administration, the claims of the Trustee (on behalf of the holders of the notes but not the rights and claims of the Trustee in its personal capacity under the Indenture) and the holders of the notes against us, in respect of such notes (including any damages or other amounts (if payable)) shall:

- a) be subordinated to the claims of all Senior Creditors;
- b) rank at least *pari passu* with the claims of all other subordinated creditors of the Issuer which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the notes (Other Pari Passu Claims); and

- c) rank senior to the Issuer's ordinary shares, preference shares and any junior subordinated obligations or other securities which in each case either by law rank, or by their terms are expressed to rank, junior to the notes.

Senior Creditors means creditors of the Issuer (i) who are unsubordinated creditors; or (ii) who are subordinated creditors (whether in the event of a winding-up or administration of the Issuer or otherwise) other than those whose claims by law rank, or by their terms are expressed to rank, *pari passu* with or junior to the claims of the holders of the notes.

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In the event of our winding-up or liquidation, if any amount in respect of the notes is paid to the holders of such notes or to the Trustee (including any damages or other amounts (if payable)) before the claims of Senior Creditors, then such payment or distribution shall be held by such holders or the Trustee upon trust to be applied in the following order: (i) to the amounts due to the Trustee in or about the execution of the trusts of the Indenture; (ii) in payment of all claims of Senior Creditors outstanding at the commencement of, or arising solely by virtue of, our winding up to the extent that such claims shall be admitted in the winding up and shall not be satisfied out of our other resources; and (iii) in payment of notes issued under the Indenture. By accepting the notes, each holder agrees to be bound by the Indenture's subordination provisions and irrevocably authorizes our liquidator to perform on behalf of the holder the above subordination trust.

In addition, see *Risk Factors* *The Issuer is a holding company, which means that its right to participate in the assets of any of its subsidiaries upon the liquidation of such subsidiaries may be subject to prior claims of some of such subsidiary's creditors and preference shareholders.*

No Set-off

Subject to applicable law, no holder of notes may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the notes and each holder of notes shall, by virtue of its holding of any notes, be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the above, if any amounts due and payable to any holder of the notes by the Issuer in respect of, or arising under, the notes are discharged by set-off, such holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or administrator of the Issuer, as the case may be) and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer (or the liquidator or administrator of the Issuer, as the case may be) and, accordingly, any such discharge shall be deemed not to have taken place. By its acquisition of the notes, each holder and beneficial owner agrees to be bound by these provisions relating to waiver of set-off.

Regulatory Event Redemption

If there is a change in the regulatory classification of the notes that occurs on or after the issue date of the notes and that does, or would be likely to, result in:

(a) the whole of the outstanding aggregate principal amount of the notes; or

(b) subject to the proviso below, any part of the outstanding aggregate principal amount of the notes, ceasing to be included in, or counting towards, the Group's Tier 2 Capital (a Regulatory Event), we may, at our option, at any time, redeem the notes, in whole but not in part, at a redemption price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; *provided that*, if the inclusion of the Issuer's right to redeem the notes pursuant to paragraph (b) in the terms of the notes is at any time not in accordance with the Capital Regulations applicable to instruments intended to qualify as Tier 2 Capital, then the Issuer shall be deemed not to have, at that time, the right to exercise its right to redeem the notes in accordance with paragraph (b) above and the terms of the notes shall be construed accordingly. Any redemption upon the occurrence of a Regulatory Event will be subject to the provisions described under *Notice of Redemption* below and *Condition to Redemption* below.

Tax Redemption

We may, at our option, at any time, redeem the notes, in whole but not in part, if we determine that as a result of a change in, or amendment to, the laws or regulations of a taxing jurisdiction, including any treaty to which the relevant taxing jurisdiction is a party, or a change in an official application or interpretation of those laws or regulations on or after the issue date of the notes, including a decision of any court or tribunal which becomes effective on or after the issue date of the notes (and, in the case of a successor entity, which becomes effective on or after the date of that entity's assumption of our obligations):

- (a) we will or would be required to pay holders Debt Security Additional Amounts (as defined in the accompanying prospectus);

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- (b) we would not be entitled to claim a deduction in respect of any payments in computing our taxation liabilities or the amount of the deduction would be materially reduced; or

- (c) we would not, as a result of the notes being in issue, be able to have losses or deductions set against the profits or gains, or profits or gains offset by the losses or deductions, of companies with which we are or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the date of issue of the notes or any similar system or systems having like effect as may from time to time exist),

(each such change in tax law or regulation or the official application or interpretation thereof, a Tax Event), at a price equal to 100% of their principal amount, together with any accrued but unpaid interest to (but excluding) the date fixed for redemption; provided that in the case of each Tax Event, the consequences of the Tax Event cannot be avoided by us taking reasonable measures available to us. Any redemption as a result of a Tax Event will also be subject to the provisions described under *Notice of Redemption* and *Condition to Redemption* below.

Notice of Redemption

Any redemption of the notes shall be subject to our giving not less than thirty (30) days , nor more than sixty (60) days , prior notice to the holders of such notes via DTC (or, if the notes are held in definitive form, to the holders at their addresses shown on the register for the notes) (such notice being irrevocable except in the limited circumstances described in the following paragraph) specifying our election to redeem such notes and the date fixed for such redemption. Notice by DTC to participating institutions and by these participants to street name holders of beneficial interests in the relevant notes will be made according to arrangements among them and may be subject to statutory or regulatory requirements.

If the Issuer has elected to redeem any of the notes but prior to the payment of the redemption amount with respect to such redemption the relevant U.K. resolution authority exercises its U.K. Bail-in Power in respect of the notes, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption amount will be due and payable.

Condition to Redemption

Notwithstanding any other provision, we may redeem the notes (and give notice thereof to the holders of the notes) only if we have obtained the PRA's prior consent (if such consent is required by the Capital Regulations) for the redemption of the notes.

The rules under CRD IV prescribe certain conditions for the granting of permission by the PRA to a request by us to redeem or repurchase the notes. In this respect, the CRD IV Regulation provides that the competent authority (the PRA in our case) shall grant permission to a redemption or repurchase of the notes provided that either of the following conditions is met, as applicable to the notes:

- 1) on or before such redemption or repurchase of the notes, we replace the notes with own funds instruments (as defined below) of an equal or higher quality on terms that are sustainable for our income capacity; or

- 2)

we have demonstrated to the satisfaction of the PRA that our own funds (as defined below) would, following such redemption or repurchase, exceed the capital ratios required under CRD IV by a margin that the PRA may consider necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution.

In addition, the rules under CRD IV provide that the PRA may only permit us to redeem the notes before five years after the date of issuance of the notes if:

- a) the conditions listed in paragraphs 1) or 2) above are met; and

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- b) in the case of redemption due to the occurrence of a Regulatory Event, (i) the PRA considers such change to be sufficiently certain and (ii) we demonstrate to the satisfaction of the PRA that the Regulatory Event was not reasonably foreseeable at the time of the issuance of the notes; or
- c) in the case of redemption due to the occurrence of a Tax Event, we demonstrate to the satisfaction of the PRA that such Tax Event is material and was not reasonably foreseeable at the time of issuance of the notes. The rules under CRD IV may be modified from time to time after the date of issuance of the notes.

own funds instruments has the meaning given to such term in the CRD IV Regulation as interpreted and applied in accordance with the Capital Regulations then applicable to the Issuer. Under the CRD IV Regulation, as at the date hereof, own funds instruments means capital instruments issued by the institution that qualify as Common Equity Tier 1, Additional Tier 1 or Tier 2 instruments.

own funds has the meaning given to such term in the CRD IV Regulation as interpreted and applied in accordance with the Capital Regulations then applicable to the Issuer. Under the CRD IV Regulation, as at the date hereof, own funds means the sum of Tier 1 Capital and Tier 2 Capital.

Common Equity Tier 1, Additional Tier 1 or Tier 2 instruments means Common Equity Tier 1, Additional Tier 1 or Tier 2 instruments, respectively, for purposes of the Capital Regulations.

Tier 1 Capital means Tier 1 capital for the purposes of the Capital Regulations.

Condition to Repurchase

The Issuer or any member of the Group may purchase or otherwise acquire any of the outstanding notes at any price in the open market or otherwise in accordance with the Capital Regulations applicable to the Group in force at the relevant time, and subject to the prior consent of the PRA (if such consent is required by the Capital Regulations) and to applicable law and regulation.

General

Book-entry interests in the notes will be issued in minimum denominations of \$200,000 and in integral multiples of \$1,000 in excess thereof.

The principal corporate trust office of the Trustee in the City of London is designated as the principal paying agent. We may at any time designate additional paying agents or rescind the designation of paying agents or approve a change in the office through which any paying agent acts.

We will issue the notes in fully registered form. The notes will be represented by one or more global securities registered in the name of a nominee of DTC. You will hold beneficial interest in the notes through DTC and its participants, including Euroclear and Clearstream Luxembourg. The underwriters expect to deliver the notes through the facilities of DTC on September 11, 2014. Indirect holders trading their beneficial interests in the notes through DTC must trade in DTC's same-day funds settlement system and pay in immediately available funds. Secondary market trading through Euroclear and Clearstream, Luxembourg will occur in the ordinary way following the applicable rules and operating procedures of Euroclear and Clearstream, Luxembourg. See *Clearance and Settlement* in the accompanying prospectus for more information about these clearing systems.

Definitive debt securities will only be issued in limited circumstances described under *Global Securities Special Situations When a Global Security Will be Terminated* in the accompanying prospectus.

Payment of principal of and interest on the notes, so long as the notes are represented by global securities, will be made in immediately available funds. Beneficial interests in the global securities will trade in the same-day funds settlement system of DTC, and secondary market trading activity in such interests will therefore settle in same-day funds.

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We may, without the consent of the holders of the notes, issue additional notes having the same ranking and same interest rate, Maturity Date, redemption terms and other terms as the notes described in this prospectus supplement except for the price to the public and issue date. Any such additional notes, together with the notes offered by this prospectus supplement, will constitute a single series of securities under the Indenture, between Barclays and the Trustee. There is no limitation on the amount of notes or other debt securities that we may issue under such Indenture.

Enforcement Events and Remedies

Winding-up

If a Winding-up Event occurs, subject to the subordination provisions, the outstanding principal amount of the notes together with any accrued but unpaid interest thereon will become immediately due and payable.

A Winding-up Event with respect to the notes shall result if (i) a court of competent jurisdiction in England (or such other jurisdiction in which we may be organized) makes an order for our winding-up which is not successfully appealed within 30 days of the making of such order, (ii) our shareholders adopt an effective resolution for our winding-up (other than, in the case of either (i) or (ii) above, under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency) or (iii) following the appointment of an administrator of the Issuer, the administrator gives notice that it intends to declare and distribute a dividend.

Non-payment

If we fail to pay any amount that has become due and payable under the notes and the failure continues for 14 days, the Trustee may give us notice of such failure. If within a period of 14 days following the provision of such notice, the failure continues and has not been cured nor waived, the Trustee may at its discretion and without further notice to us institute proceedings in England (or such other jurisdiction in which we may be organized) (but not elsewhere) for our winding-up and/or prove in our winding-up and/or claim in our liquidation or administration.

Limited remedies for breach of obligations (other than non-payment)

In addition to the remedies for non-payment provided above, the Trustee may, without further notice, institute such proceedings against us as the Trustee may think fit to enforce any term, obligation or condition binding on us under the notes or the Indenture (other than any payment obligation of the Issuer under or arising from the notes or the Indenture, including, without limitation, payment of any principal or interest) (a Performance Obligation); provided always that the Trustee (acting on behalf of the holders of the notes) and the holders of the notes may not enforce, and may not be entitled to enforce or otherwise claim, against us any judgment or other award given in such proceedings that requires the payment of money by us, whether by way of damages or otherwise (a Monetary Judgment), except by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration.

For the avoidance of doubt, the sole and exclusive manner by which the Trustee (acting on behalf of the holders of the notes) and the holders of the notes may seek to enforce or otherwise claim a Monetary Judgment against us in connection with our breach of a Performance Obligation shall be by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration. By its acquisition of the notes, each holder of the notes acknowledges and agrees that such holder will not seek to enforce or otherwise claim, and will not direct the Trustee (acting on behalf of the holders of the notes) to enforce or otherwise claim, a Monetary Judgment against us in connection with our breach of a Performance Obligation, except by proving such Monetary Judgment in our winding-up and/or by claiming such Monetary Judgment in our administration.

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Other than the limited remedies specified herein under *Enforcement Events and Remedies* above and subject to *Trust Indenture Act remedies* below, no remedy against us will be available to the Trustee (acting on behalf of the holders of the notes) or the holders of the notes whether for the recovery of amounts owing in respect of such notes or under the Indenture or in respect of any breach by us of any of our obligations under or in respect of the terms of such notes or under the Indenture in relation thereto; provided, however, that such limitation shall not apply to our obligations to pay the fees and expenses of, and to indemnify, the Trustee (including fees and expenses of Trustee's counsel) and the Trustee's rights to apply money collected to first pay its fees and expenses shall not be subject to the subordination provisions set forth in the Indenture.

Trust Indenture Act remedies

Notwithstanding the limitation on remedies specified herein under *Enforcement Events and Remedies* above, (1) the Trustee will have such powers as are required to be authorized to it under the Trust Indenture Act in respect of the rights of the holders of the notes under the provisions of the Indenture and (2) nothing shall impair the right of a holder of the notes under the Trust Indenture Act, absent such holder's consent, to sue for any payment due but unpaid with respect to the notes; provided that, in the case of each of (1) and (2) above, any payments in respect of, or arising from, the notes, including any payments or amounts resulting or arising from the enforcement of any rights under the Trust Indenture Act in respect of the notes, are subject to the subordination provisions set forth in the Indenture. No holder of notes shall be entitled to proceed directly against us except as described in *Trustee's Duties Limitation on Suits* below.

Under the terms of the Indenture, the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes is not a Winding-up Event or a default in payment.

Trustee's Duties

In case of an Event of Default under the Indenture, the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. For these purposes, an Event of Default shall occur (i) upon a Winding-Up Event that occurs, (ii) if we fail to pay any amount that has become due and payable under the notes and such failure continues for 14 days (as described under *Enforcement Events and Remedies Non-payment*) or (iii) upon a breach by us of a Performance Obligation with respect to the notes (as described under *Enforcement Events and Remedies Limited remedies for breach of obligations (other than non-payment)*). Holders of a majority of the aggregate principal amount of the outstanding notes may not waive any past Event of Default specified in clauses (i) and (ii) in the preceding sentence.

If an Event of Default occurs and is continuing with respect to the notes, the Trustee will have no obligation to take any action at the direction of any holders of the notes, unless they have offered the Trustee security or indemnity satisfactory to the Trustee in its sole discretion. The holders of a majority in aggregate principal amount of the outstanding notes shall have the right to direct the time, method and place of conducting any proceeding in the name of and on the behalf of the Trustee for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to such notes. However, this direction (a) must not be in conflict with any rule of law or the Indenture and (b) must not be unjustly prejudicial to the holder(s) of such notes not taking part in the direction, as determined by the Trustee in its sole discretion. The Trustee may also take any other action, not inconsistent with the direction, that it deems proper.

The Trustee will, within 90 calendar days of an Event of Default with respect to the notes, give to each affected holder of the notes notice of any Event of Default known to a responsible officer of the Trustee, unless the Event of Default has been cured or waived. However, the Trustee will be entitled to withhold notice if a trust committee of responsible officers of the Trustee determine in good faith that withholding of notice is in the interest of the holders.

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We are required to furnish to the Trustee annually a statement as to our compliance with all conditions and covenants under the Indenture.

Limitation on Suits. Before a holder may bypass the Trustee and bring its own lawsuit or other formal legal action or take other steps to enforce its rights or protect its interests relating to the debt securities, the following must occur:

The holder must give the Trustee written notice that an Event of Default has occurred and remains uncured.

The holders of 25% in principal amount of all outstanding notes must make a written request that the Trustee take action because of the Event of Default, and the holder must offer to the Trustee indemnity or security satisfactory to the Trustee in its sole discretion against the cost and other liabilities of taking that action.

The Trustee must not have taken action for 60 days after receipt of the above notice and offer of indemnity, and the Trustee must not have received an inconsistent direction from the majority in principal amount of all outstanding notes during that period.

Notwithstanding any contrary provisions, nothing shall impair the right of a holder, absent the holder's consent, to sue for any payments due but unpaid with respect to the notes.

Street name and other indirect holders should consult their banks or brokers for information on how to give notice or direction to or make a request of the Trustee and how to waive any past Event of Default, as described in Description of Certain Provisions Relating to Debt Securities and Contingent Convertible Securities Legal Ownership; Form of Securities in the accompanying prospectus.

Agreement with Respect to the Exercise of U.K. Bail-in Power

The PRA has requested us to address in the terms of certain liabilities the requirements in Article 55 of the BRRD, and we have accordingly included the following two paragraphs in the terms of the notes:

By its acquisition of the notes, each holder of the notes acknowledges, agrees to be bound by, and consents to the exercise of, any U.K. Bail-in Power (as defined below) by the relevant U.K. resolution authority (as defined below) that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the notes, in each case, to give effect to the exercise by the relevant U.K. resolution authority of such U.K. Bail-in Power. Each holder of the notes further acknowledges and agrees that the rights of the holders of the notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority.

For purposes of the notes, a U.K. Bail-in Power is any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the Group (as defined below), including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the BRRD and/or within the context of a U.K. resolution regime under the U.K. Banking Act 2009, as amended, or

otherwise, pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the relevant U.K. resolution authority is to any authority with the ability to exercise a U.K. Bail-in Power).

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No repayment of the principal amount of the notes or payment of interest on the notes shall become due and payable after the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority unless such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer.

By its acquisition of the notes, each holder of the notes, to the extent permitted by the Trust Indenture Act, waives any and all claims against the Trustee for, agrees not to initiate a suit against the Trustee in respect of, and agrees that the Trustee shall not be liable for, any action that the Trustee takes, or abstains from taking, in either case in accordance with the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes.

Upon the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes, the Issuer shall provide a written notice to DTC as soon as practicable regarding such exercise of the U.K. Bail-in Power for purposes of notifying holders of such occurrence. The Issuer shall also deliver a copy of such notice to the Trustee for information purposes.

By its acquisition of the notes, each holder of the notes acknowledges and agrees that the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes shall not give rise to a default for purposes of Section 315(b) (*Notice of Default*) and Section 315(c) (*Duties of the Trustee in Case of Default*) of the Trust Indenture Act.

The Issuer's obligations to indemnify the Trustee in accordance with Section 6.07 of the Base Indenture shall survive the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority with respect to any notes.

By its acquisition of the notes, each holder of the notes acknowledges and agrees that, upon the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority with respect to the notes, (a) the Trustee shall not be required to take any further directions from holders of the notes under Section 5.12 (*Control by Holders*) of the Base Indenture, which section authorizes holders of a majority in aggregate outstanding principal amount of the notes to direct certain actions relating to the notes, and (b) the Indenture shall impose no duties upon the Trustee whatsoever with respect to the exercise of any U.K. Bail-in Power by the relevant U.K. resolution authority. Notwithstanding the foregoing, if, following the completion of the exercise of the U.K. Bail-in Power by the relevant U.K. resolution authority in respect of the notes, the notes remain outstanding (for example, if the exercise of the U.K. Bail-in Power results in only a partial write-down of the principal of such notes), then the Trustee's duties under the Indenture shall remain applicable with respect to the notes following such completion to the extent that the Issuer and the Trustee shall agree pursuant to a supplemental indenture or an amendment to the First Supplemental Indenture.

By its acquisition of the notes, each holder of the notes shall be deemed to have (a) consented to the exercise of any U.K. Bail-in Power as it may be imposed without any prior notice by the relevant U.K. resolution authority of its decision to exercise such power with respect to the notes and (b) authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds the notes to take any and all necessary action, if required, to implement the exercise of any U.K. Bail-in Power with respect to the notes as it may be imposed, without any further action or direction on the part of such holder or the Trustee.

Subsequent Holders Agreement

Holders of the notes that acquire such notes in the secondary market shall be deemed to acknowledge, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders of the notes that acquire the notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the notes, including in relation to the U.K. Bail-in Power and

the limitations on remedies specified in *Enforcement Events and Remedies Limited remedies for breach of obligations (other than non-payment)* above.

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Payment of Additional Amounts

The government of any jurisdiction where Barclays is incorporated may require Barclays to withhold amounts from payments on the principal or interest on the notes, as the case may be, for taxes or any other governmental charges. If a withholding of this type is required, Barclays may be required to pay you a Debt Security Additional Amount (as defined in the accompanying prospectus) so that the net amount you receive will be the amount specified in the note to which you are entitled. For more information on Debt Security Additional Amounts and the situations in which Barclays must pay additional amounts, see *Description of Debt Securities Payment of Debt Security Additional Amounts* in the accompanying prospectus.

For the avoidance of doubt, any amounts to be paid by us on the notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the Code), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a FATCA Withholding Tax), and we will not be required to pay Debt Security Additional Amounts on account of any FATCA Withholding Tax.

Any paying agent shall be entitled to make a deduction or withholding from any payment which it makes under the notes and the Indenture for or on account of (i) any present or future taxes, duties or charges if and to the extent so required by any applicable law and (ii) any FATCA Withholding Tax (together, Applicable Law). In either case, the paying agent shall make any payment after a deduction or withholding has been made pursuant to Applicable Law and shall report to the relevant authorities the amount so deducted or withheld. However, such deduction or withholding will not apply to payments made under notes and the Indenture through the relevant clearing systems. In all cases, the paying agent shall have no obligation to gross up any payment made subject to any deduction or withholding pursuant to Applicable Law. In addition, amounts deducted or withheld by the Paying Agent under this paragraph will be treated as paid to the holder of the notes, and we will not pay Debt Security Additional Amounts in respect of such deduction or withholding, except to the extent the provisions in this subsection *Payment of Additional Amounts* and the section *Description of Debt Securities Payment of Debt Security Additional Amounts* in the accompanying prospectus explicitly provide otherwise.

Trustee

The Trustee under the Indenture will be The Bank of New York Mellon acting through its London Branch.

Governing Law

The Indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York, except that, as specified in the Indenture, the subordination provisions and provisions relating to waiver of set-off in the Indenture will be governed by and construed in accordance with the laws of England.

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U.S. FEDERAL INCOME TAX CONSIDERATIONS

Although the matter is not free from doubt, it is the opinion of Sullivan & Cromwell LLP that the notes should be treated as debt for U.S. federal income tax purposes. For a discussion of the material U.S. federal income tax considerations applicable to notes treated as debt, please review the section entitled *Tax Considerations U.S. Taxation of Debt Securities* in the accompanying prospectus.

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Subject to the terms and conditions set forth in the Underwriting Agreement Standard Provisions, dated September 4, 2014, incorporated in the pricing agreement dated September 4, 2014, between us and the underwriters named below, we have agreed to issue to the underwriters, and each underwriter has severally undertaken to purchase, the principal amount of notes set forth opposite its name below:

Underwriters	Principal Amount of the Notes
Barclays Capital Inc	\$ 1,037,500,000
Banca IMI S.p.A.	\$ 12,500,000
BB&T Capital Markets, a division of BB&T Securities, LLC	\$ 12,500,000
BMO Capital Markets Corp.	\$ 12,500,000
Capital One Securities, Inc.	\$ 12,500,000
CIBC World Markets Corp.	\$ 12,500,000
DBS Bank Ltd.	\$ 12,500,000
Fifth Third Securities, Inc.	\$ 12,500,000
Loop Capital Markets LLC	\$ 12,500,000
Mizuho Securities USA Inc.	\$ 12,500,000
Muriel Siebert & Co., Inc.	\$ 12,500,000
Samuel A. Ramirez & Company, Inc.	\$ 12,500,000
Scotia Capital (USA) Inc.	\$ 12,500,000
SMBC Nikko Securities America, Inc.	\$ 12,500,000
Standard Chartered Bank	\$ 12,500,000
TD Securities (USA) LLC	\$ 12,500,000
U.S. Bancorp Investments, Inc.	\$ 12,500,000
Wells Fargo Securities, LLC	\$ 12,500,000
Total	\$ 1,250,000,000

The underwriting agreement and the pricing agreement provide that the obligations of the underwriters are subject to certain conditions precedent and that the underwriters have undertaken to purchase all the notes offered by this prospectus supplement if any of these notes are purchased.

The underwriters propose to offer the notes directly to the public at the prices to public set forth on the cover of this prospectus supplement and may offer the notes to certain dealers at the applicable price to public less a concession not in excess of 0.30%. The underwriters may allow, and such dealers may re-allow, a concession not in excess of 0.25% to other dealers and brokers with respect to the notes.

We estimate that our total expenses for the offering, excluding underwriting commissions, will be approximately \$600,000.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

The notes are new issue securities with no established trading market. We will apply to list the notes on the NYSE under the symbol BCS24.

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The notes will settle through the facilities of DTC and its participants (including Euroclear and Clearstream, Luxembourg). The CUSIP number for the notes is 06738EAC9, the ISIN is US06738EAC93 and the Common Code is 110957254.

Certain of the underwriters may not be U.S. registered broker-dealers and accordingly will not effect any sales within the United States except in compliance with applicable U.S. laws and regulations, including the rules of FINRA.

Certain of the underwriters and their affiliates have performed investment banking and advisory services for us from time to time for which they have received customary fees and expenses. The underwriters may from time to time engage in transactions with and perform services for us in the ordinary course of business.

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It is expected that delivery of the notes will be made, against payment of the notes, on or about September 11, 2014, which will be the fifth business day in the United States following the date of pricing of the notes. Under Rule 15c6-1 under the Securities Exchange Act of 1934, purchases or sales of securities in the secondary market generally are required to settle within three business days (T+3), unless the parties to any such transaction expressly agree otherwise. Accordingly, purchasers of the notes who wish to trade the notes on the date of this prospectus supplement or the next succeeding business day, will be required, because the notes initially will settle within five business days (T+5) in the United States, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade on the date of this prospectus supplement or the next succeeding business day should consult their own legal advisors.

Conflicts of Interest

Barclays Capital Inc. is an affiliate of the Issuer and, as such, has a conflict of interest in this offering within the meaning of FINRA Rule 5121 (or any successor rule thereto). Consequently, this offering is being conducted in compliance with the provisions of FINRA Rule 5121. Barclays Capital Inc. is not permitted to sell notes in this offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder.

Stabilization Transactions and Short Sales

In connection with the offering, the underwriters may purchase and sell notes in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of notes than they are required to purchase in the offering. The underwriters may close a short position by purchasing notes in the open market. Stabilizing transactions consist of various bids for, or purchases of, the notes made by the underwriters in the open market prior to the completion of the offering.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued at any time.

Market-Making Resales

The following discussion of market-making replaces in its entirety the discussion under the headings Plan of Distribution Market-Making Resales and Plan of Distribution Matters Relating to Initial Offering and Issue of Securities in the accompanying prospectus.

This prospectus supplement may be used by an affiliate of Barclays in connection with offers and sales of the notes in market-making transactions. In a market-making transaction, such affiliate may resell the notes it acquires from other holders, after the original offering and sale of the notes. Resales of this kind may occur in the open market or may be privately negotiated, at prevailing market prices at the time of resale or at related or negotiated prices. In these transactions, such affiliate may act as principal, or agent, including as agent for the counterparty in a transaction in which such affiliate acts as principal, or as agent for both counterparties in a transaction in which such affiliate does not act as principal. Such affiliate may receive compensation in the form of discounts and commissions, including from both counterparties in some cases.

The aggregate initial offering price specified on the cover of this prospectus supplement relates to the initial offering of the notes. This amount does not include securities sold in market-making transactions.

We do not expect to receive any proceeds from market-making transactions.

Information about the trade and settlement dates, as well as the purchase price, for a market-making transaction will be provided to the purchaser in a separate confirmation of sale.

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Selling Restrictions

United Kingdom

Each underwriter has represented, warranted and agreed that:

- (i) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the FSMA)) received by it in connection with the issue or sale of any notes in circumstances in which Section 21(1) of the FSMA does not apply to Barclays; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

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VALIDITY OF NOTES

Sullivan & Cromwell LLP, our United States counsel, will pass upon the validity of the notes under New York law. Clifford Chance LLP, our English solicitors, will pass on the validity of the notes under English law. Linklaters LLP, United States counsel for the underwriters, will pass upon certain matters of New York law for the underwriters.

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BARCLAYS PLC

Debt Securities

Contingent Convertible Securities

Ordinary Shares

This prospectus describes some of the general terms that may apply to the securities described herein (the securities) and the general manner in which they may be offered.

We will give you the specific terms of the securities, and the manner in which they are offered, in supplements to this prospectus. You should read this prospectus and the prospectus supplements carefully before you invest. We may offer and sell these securities to or through one or more underwriters, dealers and agents, including our subsidiary Barclays Capital Inc., or directly to purchasers, on a delayed or continuous basis. We will indicate the names of any underwriters in the applicable prospectus supplement.

We may use this prospectus to offer and sell from time to time senior and dated subordinated debt securities, contingent convertible securities and ordinary shares (including the ordinary shares into which the contingent convertible securities may under certain circumstances convert). In addition, Barclays Capital Inc. or another of our affiliates may use this prospectus in market-making transactions in certain of these securities after their initial sale. *Unless we or our agent informs you otherwise in the confirmation of sale, this prospectus is being used in market-making transactions.*

The securities are not deposit liabilities of Barclays PLC or Barclays Bank PLC and are not insured by the United States Federal Deposit Insurance Corporation or any other governmental agency of the United States, the United Kingdom or any other jurisdiction.

This prospectus may not be used to sell securities unless it is accompanied by a prospectus supplement.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is May 2, 2014

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Table of Contents**FORWARD-LOOKING STATEMENTS**

This prospectus and certain documents incorporated by reference herein contain certain forward-looking statements within the meaning of Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act), and Section 27A of the U.S. Securities Act of 1933, as amended (the Securities Act), with respect to certain of the Barclays Group's plans and its current goals and expectations relating to its future financial condition and performance. We caution readers that no forward-looking statement is a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as may, will, seek, continue, aim, anticipate, target, projected, expect, plan, goal, believe, achieve or other words of similar meaning. Examples of forward-looking statements include, among others, statements regarding the Barclays Group's future financial position, income growth, assets, impairment charges and provisions, business strategy, capital, leverage and other regulatory ratios, payment of dividends (including dividend pay-out ratios), projected levels of growth in the banking and financial markets, projected costs, original and revised commitments and targets in connection with the Transform Programme, deleveraging actions, estimates of capital expenditures and plans and objectives for future operations and other statements that are not historical fact. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. These may be affected by changes in legislation, the development of standards and interpretations under International Financial Reporting Standards (IFRS), evolving practices with regard to the interpretation and application of accounting and regulatory standards, the outcome of current and future legal proceedings and regulatory investigations, future levels of conduct provisions, the policies and actions of governmental and regulatory authorities, geopolitical risks and the impact of competition. In addition, factors including (but not limited to) the following may have an effect: capital, leverage and other regulatory rules (including with regard to the future structure of the Barclays Group) applicable to past, current and future periods; U.K., United States, Africa, Eurozone and global macroeconomic and business conditions; the effects of continued volatility in credit markets; market related risks such as changes in interest rates and foreign exchange rates; effects of changes in valuation of credit market exposures; changes in valuation of issued securities; volatility in capital markets; changes in credit ratings of the Barclays Group; the potential for one or more countries exiting the Eurozone; the implementation of the Transform Programme; and the success of future acquisitions, disposals and other strategic transactions. A number of these influences and factors are beyond the Barclays Group's control. As a result, the Barclays Group's actual future results, dividend payments, and capital and leverage ratios may differ materially from the plans, goals, and expectations set forth in the Barclays Group's forward-looking statements. Additional risks and factors are identified in our filings with the U.S. Securities and Exchange Commission (the SEC) including in our Annual Report on Form 20-F for the fiscal year ended December 31, 2013 (the 2013 Form 20-F), which is available on the SEC's website at <http://www.sec.gov>.

Any forward-looking statements made herein or in the documents incorporated by reference herein speak only as of the date they are made and it should not be assumed that they have been revised or updated in the light of new information or future events. Except as required by the Prudential Regulation Authority, the Financial Conduct Authority (the FCA), the London Stock Exchange plc (LSE) or applicable law, we expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein or in the documents incorporated by reference herein to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. The reader should, however, consult any additional disclosures that we have made or may make in documents we have filed or may file with the SEC.

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INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to incorporate by reference the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information that we incorporate by reference into this prospectus is an important part of this prospectus. The most recent information that we file with the SEC automatically updates and supersedes earlier information.

We have filed with the SEC a registration statement on Form F-3 relating to the securities covered by this prospectus. This prospectus is a part of the registration statement and omits some of the information contained in the registration statement in accordance with SEC rules and regulations. You should review the information in, and exhibits to, the registration statement for further information on us and the securities we are offering. Statements in this prospectus concerning any document we have filed or will file as an exhibit to the registration statement or that we have otherwise filed with the SEC are not intended to be comprehensive and are qualified in their entirety by reference to these filings. You should review the complete document to evaluate these statements. You may review a copy of the registration statement at the SEC's public reference room in Washington, D.C., as well as through the SEC's internet site, as described under "Where You Can Find More Information" in this prospectus.

We filed the 2013 Form 20-F with the SEC on March 14, 2014. We are incorporating the 2013 Form 20-F by reference into this prospectus.

In addition, we incorporate by reference into this prospectus any future documents that we may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act from the date of this prospectus until the offering contemplated in this prospectus is completed. Reports on Form 6-K we may furnish to the SEC after the date of this prospectus (or portions thereof) are incorporated by reference in this prospectus only to the extent that the report expressly states that it is (or such portions are) incorporated by reference in this prospectus.

We will provide to you, upon your written or oral request, without charge, a copy of any or all of the documents referred to above which we have incorporated in this prospectus by reference. You should direct your requests to Barclays Treasury, Barclays PLC, 1 Churchill Place, London E14 5HP, United Kingdom (telephone: 011-44-20-7116-1000).

For purposes of this prospectus, references to we, us, our and Barclays Group refer to Barclays PLC (or any successor entity) and its consolidated subsidiaries, unless the context requires otherwise; and references to The Depository Trust Company or DTC shall include any successor clearing system. The term PRA shall mean the Prudential Regulation Authority of the United Kingdom or such other governmental authority in the United Kingdom (or if Barclays PLC becomes domiciled in a jurisdiction other than the United Kingdom, such other jurisdiction) having primary responsibility for the prudential supervision of Barclays PLC. References to £ and sterling shall be to the lawful currency for the time being of the United Kingdom and references to \$ and U.S. dollars shall be to the lawful currency for the time being of the United States.

THE BARCLAYS GROUP

Barclays PLC and its subsidiary undertakings is a major global financial services provider engaged in retail banking, credit cards, corporate and investment banking, and wealth and investment management with an extensive international presence in Europe, the Americas, Africa and Asia. Together with the predecessor companies, the Barclays Group has over 300 years of history and expertise in banking, and today the Barclays Group operates in over 50 countries and employs approximately 140,000 people. The Barclays Group moves, lends, invests and protects money for customers and clients worldwide. Barclays PLC is the ultimate holding company of the Barclays Group

and one of the largest financial services companies in the world by market capitalization. Barclays PLC beneficially owns the whole of the issued ordinary share capital of Barclays Bank PLC.

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USE OF PROCEEDS

Unless otherwise indicated in the accompanying prospectus supplement, the net proceeds from the offering of the securities will be used to support the development and expansion of our business and to strengthen further our capital base. That development and expansion may occur through the development of existing operations, the establishment of new subsidiaries or acquisitions if suitable opportunities should arise.

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DESCRIPTION OF DEBT SECURITIES

The following is a summary of the general terms of the debt securities. It sets forth possible terms and provisions for each series of debt securities. Each time that we offer debt securities, we will prepare and file a prospectus supplement with the SEC, which you should read carefully. The prospectus supplement may contain additional terms and provisions of those securities. If there is any inconsistency between the terms and provisions presented here and those in the prospectus supplement, those in the prospectus supplement will apply and will replace those presented here.

The debt securities of any series will be either our senior obligations (the Senior Debt Securities) or our dated subordinated obligations (the Dated Subordinated Debt Securities and, together with the Senior Debt Securities, the debt securities). Neither the Senior Debt Securities nor the Dated Subordinated Debt Securities will be secured by any assets or property of Barclays PLC or any of its subsidiaries or affiliates (including Barclays Bank PLC, its subsidiary).

We will issue Senior Debt Securities and Dated Subordinated Debt Securities under indentures (respectively, the Senior Debt Indenture and Dated Subordinated Debt Indenture) between us and The Bank of New York Mellon acting through its London Branch, as trustee. The terms of the debt securities include those stated in the relevant indenture and any supplements thereto, and those terms made part of the indenture by reference to the U.S. Trust Indenture Act of 1939, as amended (the Trust Indenture Act). The Senior Debt Indenture and Dated Subordinated Debt Indenture and any supplements thereto are sometimes referred to in this section of the prospectus individually as an indenture and collectively as the indentures. We have filed or incorporated by reference a copy of, or the forms of, each indenture as exhibits to the registration statement of which this prospectus is a part.

Because this section is a summary, it does not describe every aspect of the debt securities in detail. This summary is subject to, and qualified by reference to, all of the definitions and provisions of the relevant indenture, any supplement to the relevant indenture and form of instrument representing each series of debt securities. Certain terms, unless otherwise defined here, have the meaning given to them in the relevant indenture.

General

The debt securities are not deposits and are not insured by any regulatory body of the United States or the United Kingdom.

Because we are a holding company, our rights to participate in the assets of any of our subsidiaries upon its liquidation will be subject to the prior claims of the subsidiaries' creditors, including, in the case of our bank subsidiaries, their respective depositors, except, in our case, to the extent that we may ourselves be a creditor with recognized claims against the relevant subsidiary.

The indentures do not limit the amount of debt securities that we may issue. We may issue the debt securities in one or more series, or as units comprised of two or more related series. The prospectus supplement will indicate for each series or of two or more related series of debt securities:

the issue date;