



BARCLAYS BANK PLC

(Incorporated with limited liability in England and Wales)

BARCLAYS CAPITAL (CAYMAN) LIMITED

(Incorporated with limited liability in the Cayman Islands)

(Guaranteed by Barclays Bank PLC)

STRUCTURED SECURITIES PROGRAMME

This Base Prospectus Supplement (the "**Supplement**") is supplemental to and must be read in conjunction with the Base Prospectus dated 28 March 2008 (the "**Base Prospectus**") prepared by Barclays Bank PLC (the "**Bank**") and Barclays Capital (Cayman) Limited ("**BCCL**") (each in its capacity as an issuer, an "**Issuer**" and together, the "**Issuers**") in connection with the application made for Securities issued under the Programme, which was approved by the United Kingdom Financial Services Authority, as the United Kingdom competent authority for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") and relevant implementing measures in the United Kingdom, to be admitted to the Official List and to trading on the London Stock Exchange's regulated market. This Base Prospectus Supplement constitutes a supplementary prospectus in respect of the Base Prospectus for the Bank for the purposes of Section 87G of the Financial Services and Markets Act 2000. Investors should be aware of their rights under Section 87Q(4) of the Financial Services and Markets Act 2000.

Terms defined in the Base Prospectus shall, unless the context otherwise requires, have the same meaning when used in this Supplement. The Supplement is supplemental to, and shall be read in conjunction with, the Base Prospectus and other supplements to the Base Prospectus issued by the Issuers.

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

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

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

BARCLAYS CAPITAL

5 June 2008

The purposes of this Supplement are:

1) to amend the second paragraph on page 2 of the Base Prospectus beginning with "The Notes, the Certificates and Guarantee" by deleting the last sentence in its entirety and replacing it with the following:

"In certain circumstances, delivery of any Entitlements or Reference Asset under the terms of the Securities will be conditional upon certification as to non-US beneficial ownership."

2) to amend the first paragraph of the section entitled "Summary of Risk Factors under the Programme" beginning on page 12 of the Base Prospectus by adding the wording ", certain risks relating to physical settlement" after "or other Reference Item(s)".

3) to amend the section entitled "Liquidity Risk" beginning on page 15 of the Base Prospectus by inserting the following after the existing wording:

"Additionally, under the Banking (Special Provisions) Act 2008 the UK Treasury has been given certain powers in relation to authorised UK deposit takers. These comprise entities incorporated in or formed under the laws of any part of the United Kingdom (which would include the Bank) who have permission to accept deposits under Part 4 of FSMA 2000 (or their UK subsidiaries). These powers last until 21 February 2009 and are capable of having retrospective effect. They can only be exercised in certain circumstances namely: (i) to maintain the stability of the UK financial system in circumstances where the Treasury considers that there would be a serious threat to its stability; or (ii) to protect the public interest in circumstances where financial assistance has been provided by the Treasury to the deposit taker for the purpose of maintaining the stability of the UK financial system.

An order under the Banking (Special Provisions) Act 2008 in relation to the Bank could be severely prejudicial to the interests of creditors of the Bank (including Noteholders) and creditors of other companies in the Group. Orders may make provision to deal with a wide range of matters, for example, to alter the terms of the relevant securities, to discontinue the listing of the relevant securities, to disapply a statutory provision or rule of law, or to impose a moratorium on the commencement or continuation of any legal process, such as winding up proceedings."

4) to amend the section entitled "Risks Relating to the Securities" beginning on page 18 by adding after the section entitled "Certain Additional Risk Factors Associated with Currency Securities" on page 22 of the Base Prospectus the following:

"Certain Additional Risk Factors Associated with Physical Settlement of Securities

The relevant Final Terms may provide that the Issuer may, at its election or otherwise as provided in the relevant Final Terms, physically settle its payment obligations under the Securities. When such Securities are physically settled, the Issuer will not pay the investor cash in discharge of its payment obligations, whether in respect of principal, interest or otherwise, under the Securities but will deliver to the investor the underlying assets, which may, for example, be shares (or any other form of securities), bonds (or any other form of debt securities), commodities or other non-cash assets specified in the relevant Final Terms. There is no guarantee that there will be any market or liquidity in relation to such assets or that the investor will be able to dispose of or realise such underlying assets for an amount equivalent to the payment obligations of the Issuer under such Securities. Therefore, if the Issuer physically settles any of its payment obligations under such Securities, the investor may upon realisation of such underlying assets receive less cash than if the Issuer had settled its payment obligations under such Securities in cash. Prospective investors should note that they may be required to take delivery of such underlying assets and should ensure that they have the capacity to receive such obligations on purchasing the Securities. Adverse tax consequences and regulatory implications could also ensue when the Securities are physically settled which may not have arisen had the Securities been cash settled. Each prospective investor should consult its own tax and legal advisor concerning the relevant tax and legal implications of physical settlement under the Securities and the tax and regulatory treatment thereof.

Certain Additional Risk Factors Associated with Commodities

Prices for commodities are affected by a variety of factors, including changes in supply and demand relationships, governmental programmes and policies, national and international political and economic events, wars and acts of terror, changes in interest and exchange rates, trading activities in commodities and related contracts, weather, and agricultural, trade, fiscal, monetary and exchange control policies. The price volatility of each commodity also affects the value of futures and forward contracts related to that commodity. These factors may affect the prices of the commodities and the value of the Securities in varying ways and may cause the closing levels of the commodities to move in inconsistent directions and at inconsistent rates.

Certain Additional Risk Factors Associated with the Relevant Underlying Assets

An investment in the Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the relevant underlying assets, and/or the composition, method of calculation or settlement of the underlying assets, as the return of any such investment will be dependent, inter alia, upon such changes. More than one risk factor may have simultaneous effect with regard to the Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Securities.

Additional Disclaimers and Considerations Associated with Certain Securities

Each type of Securities may be issued subject to additional disclaimers and considerations in respect of risk and tax consequences involved in investing in such Securities. The text of these additional disclaimers and considerations (if any) will be set out in full in the applicable Final Terms. Prospective purchasers should understand the risks, regulatory and tax implications associated with an investment in the Securities and should only reach an investment decision after careful consideration with their legal, tax, accounting and other advisers, of the suitability of an investment in the Securities in the light of all the information set out in this Base Prospectus, any supplement thereof and the applicable Final Terms.

Certain Considerations Associated with the Commodity Futures Markets

Contracts on physical commodities are traded on regulated futures exchanges, in the over-the-counter market and on various types of physical and electronic trading facilities and markets. Futures contracts are traded on organised exchanges known as “contract markets” in the United States, through the facilities of a centralised clearing house and a brokerage firm which is a member of the clearing house. The clearing house guarantees the performance of each clearing member which is a party to the futures contract by, in effect, taking the opposite side of the transaction. At any time prior to the expiration of a futures contract, subject to the availability of a liquid secondary market, a trader may elect to close out its position by taking an opposite position on the exchange on which the trader obtained the position. This operates to terminate the position and fix the trader’s profit or loss.

U.S. contract markets, as well as brokers and market participants, are subject to regulation by the Commodity Futures Trading Commission (CFTC). Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities (such as the Financial Services Authority (FSA) in the United Kingdom). Because the Securities may not constitute futures contracts or commodity options, Securityholders will not benefit from the aforementioned clearing house guarantees and may not benefit from the regulatory protections of the CFTC, the FSA or any other non-U.S. regulatory authority.

Certain Additional Risk Factors Associated with Exchange Limits on Price Movements

Certain futures exchanges have regulations that limit the amount of fluctuation in some futures contract prices that may occur during a single business day. These limits are generally referred to as “daily price fluctuation limits” and the maximum or minimum price of a contract on any

given day as a result of these limits is referred to as a "limit price". Once the limit price has been reached in a particular contract, no trades may be made at a price beyond the limit, or trading may be limited for a set time period. Limit prices have the effect of precluding trading in a particular contract or forcing the liquidation of contracts at potentially disadvantageous times or prices. These circumstances could adversely affect the value of the commodity, commodity index or basket of commodities (as applicable) and therefore the market value of the commodity linked Securities and could disrupt applications for, and redemptions of, commodity linked Securities and the pricing thereof.

Certain Additional Tax Considerations Associated with Physical Settlement of Securities

The summaries set out under the heading "Taxation" do not describe the tax consequences for a holder of Securities that are redeemable in exchange for, or convertible into, shares, bonds, commodities or other non-cash assets on the exercise, settlement or redemption of such Securities and/or any tax consequences after the moment of exercise, settlement or redemption. It also does not describe the stamp duties and the indirect taxes (including, *inter alia*, transfer taxes, stock exchange taxes and taxes on the physical delivery of bearer securities) that may be due following the acquisition, transfer or disposal of the Securities.

Potential purchasers of physically settled Securities should note that the tax treatment of such Securities may be different (and in some cases significantly different) from that set out in those summaries."

5) to amend the second paragraph of the section entitled "Information Incorporated by Reference" beginning on page 31 of the Base Prospectus by:

(a) replacing "31 December 2005" with "31 December 2006" and replacing the last occurrence of "31 December 2006" with "31 December 2007"; and

(b) adding after "(the "**2007 Bank Annual Report**")" the following wording:

"and

the interim management statement of Barclays PLC, as filed with the SEC on Form 6-K in respect of the first quarter of 2008 ("**Form 6-K**")."

6) to amend the section entitled "Information relating to the Bank" beginning on page 32 of the Base Prospectus by deleting paragraph 4 thereof.

7) to amend the paragraph entitled "Employees" on page 36 of the Base Prospectus by replacing "during 2006" with "during 2007".

8) to amend the table of the Board of Directors of BCCL on page 37 of the Base Prospectus by replacing "Jerry Del Missier" with "Benoit de Vitry".

9) to amend paragraph 48 of Part A (*Terms and Conditions of the Notes*) of the Pro Forma Final Terms for Notes on page 56 of the Base Prospectus by adding after subparagraph (xi), the following:

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|--------|----------------------|---|
| "(xii) | Physical Settlement: | [Applicable] [N/A]
[Other provisions relating to the Relevant Commodity] |
| (xiii) | Value Added Taxes: | (1) All amounts referred to in these Final Terms are exclusive of any applicable Value Added Taxes ("VAT") which are or may become chargeable in respect of the supply or supplies for which such sums form the whole or part of the consideration for VAT purposes, and any such VAT shall be payable in addition to any such other consideration in accordance with the provisions set out below. |

- (2) The Noteholder will either (A) subject to receipt of an appropriate VAT invoice in respect of such supply or supplies stating *inter alia* the amount of VAT properly chargeable thereon (the "**VAT Amount**"), pay to the Issuer a sum equal to the VAT Amount on the Physical Delivery Date; or (B) where, under the provisions of the applicable VAT legislation, the Noteholder is required to self-assess and account for any VAT chargeable in respect of such supply, account for such VAT.
- (3) On the Issue Date, the Noteholder represents to the Issuer that:
 - (A) for VAT purposes, the Noteholder receives the services supplied pursuant to the Notes in connection with an establishment of the Noteholder in that party's VAT jurisdiction; and
 - (B) it is a taxable person for the purposes of Articles 9 - 13 of the European Community Directive 2006/112/EC and receives such supply for the purposes of a business carried on by it.
- (4) The Noteholder shall cause all royalties, Taxes, duties, Redemption Expenses and other sums (including any environmental tax or levy) legally payable by it arising in connection with the redemption of the Notes to be paid and neither the Issuer nor the Guarantor shall have any liability in respect thereof."

10) to amend paragraph 49 of Part A (*Terms and Conditions of the Notes*) of the Pro Forma Final Terms for Notes on page 56 of the Base Prospectus by replacing "Underlying Security" with "Reference Asset".

11) to amend paragraph 53 of Part A (*Terms and Conditions of the Notes*) of the Pro Forma Final Terms for Notes on page 56 of the Base Prospectus by deleting it in its entirety and replacing it with:

"53. Relevant Clearing System, []
Exchange or Futures Exchange

[For the purposes of Conditions 6.3(b)(i)(C), 6.3(b)(ii)(D), 6.5(a)(iv), 6.6(a) and the definition of "Transfer Documentation", [Relevant Clearing System / Exchange / Futures Exchange] shall mean []]"

12) to amend paragraph 62 of Part A (*Terms and Conditions of the Notes*) of the Pro Forma Final Terms for Notes on page 57 of the Base Prospectus by replacing "[Applicable]" with "[Tefra C Applicable] [Tefra D Applicable]".

13) to delete in its entirety the fourth paragraph on page 63 of the Base Prospectus and to replace it with the following:

"In the event that (i) payment of any Redemption Amount, Early Redemption Amount or other amount due and payable by the Issuer (as the case may be) or delivery of the Reference Assets or the Deliverable Amount (as the case may be) has not occurred within 40 Business Days commencing on the Maturity Date or the Early Redemption Payment Date (as the case may be) or, where the Reference Assets or the Deliverable Amount are to be delivered, the Physical Delivery Date or (ii) Euroclear or Clearstream, Luxembourg or DTC (if the Notes of the relevant series are held in any such Clearing System) is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention to cease business

permanently, then the Global Note shall become void at 8:00 pm (London time) on such fortieth Business Day or fourteenth day or upon such cessation, as the case may be, and the Noteholders shall have no more rights under the Global Note except pursuant to the Deed of Covenant by virtue of which the Noteholders will have certain direct rights against the relevant Issuer."

14) to amend Condition 6.3(a)(i) of the Terms and Conditions of the Notes on page 76 of the Base Prospectus by adding after "(copies of which may be obtained from the specified office of the Paying Agents)" the following wording:

"(or, if the relevant Final Terms specify that "Physical Settlement" is applicable in respect of Commodity Linked Notes, as amended to include details of delivery of the Relevant Commodity or any other details required by the Issuer)"

15) to amend Condition 6.3(a)(ii) of the Terms and Conditions of the Notes beginning on page 76 of the Base Prospectus by adding after "(copies of which may be obtained from the specified office of the Paying Agents)" the following wording:

"(or, if the relevant Final Terms specify that "Physical Settlement" is applicable in respect of Commodity Linked Notes, as amended to include details of delivery of the Relevant Commodity or any other details required by the Issuer)"

16) to delete in its entirety Condition 6.3(b)(i)(C) of the Terms and Conditions of the Notes on page 78 of the Base Prospectus and to replace it with the following:

"if the relevant Final Terms specify that "Physical Settlement" is applicable and the Issuer elects to deliver the Reference Assets or, in the case of Credit Linked Notes, the Deliverable Amount, in lieu of paying the Redemption Amount or Early Redemption Amount, as the case may be, notification of (where applicable) the name and address of the person or bank or broker to whom the Reference Assets or the Deliverable Obligations should be transferred and of the name and address of the person or bank or broker to whom the Transfer Documentation in respect of the Reference Assets or the Deliverable Obligations should be delivered (if the Reference Assets are equity units information relating to each security comprised in such equity units) and notification of the name and the number of the Noteholder's Cash Account with the Relevant Clearing System to be credited with any cash payable by the Issuer, in the event of a Settlement Disruption Event or otherwise;"

17) to delete in its entirety Condition 6.3(b)(ii)(D) of the Terms and Conditions of the Notes on page 79 of the Base Prospectus and to replace it with the following:

"if the relevant Final Terms specify that "Physical Settlement" is applicable and the Issuer elects to deliver the Reference Assets or, in the case of Credit Linked Notes, the Deliverable Amount in lieu of paying the Redemption Amount or Early Redemption Amount, as the case may be, notification of (where applicable) the name and address of the person, bank or broker to whom the Reference Assets or the Deliverable Obligations should be transferred and of the name and address of the person, bank or broker to whom the Transfer Documentation in respect of the Reference Assets or the Deliverable Obligations should be delivered (if the Reference Assets are equity units such information should relate to each security comprised in such equity units) and notification of the name and the number of the Noteholder's Cash Account with the Relevant Clearing System to be credited with any cash payable by the Issuer, in the event of a Settlement Disruption Event or otherwise;"

18) to amend Condition 7.4(i) of the Terms and Conditions of the Notes beginning on page 86 by replacing the wording "Security Delivery Date" with "Physical Delivery Date".

19) to amend Condition 9.4 of the Terms and Conditions of the Notes beginning on page 96 of the Base Prospectus by adding after "Notwithstanding Conditions 9.1, 9.2 and 9.3, Notes" the following wording:

"(other than in respect of Commodity Linked Notes where "Physical Settlement" is specified as applicable in the relevant Final Terms)"

20) to amend Condition 17.2 of the Terms and Conditions of the Notes on page 102 of the Base Prospectus by deleting the first paragraph thereof and to replace it with the following:

"The Bank as Issuer and Guarantor shall be entitled at any time, without the consent of the Noteholders, to substitute any other entity the identity of which shall be in the absolute discretion of the Bank in place of the Bank as Issuer or, in relation to Notes issued by BCCL, as Guarantor (the "**New Issuer**" or "**New Guarantor**" as the case may be) to act as issuer in respect of Notes issued by it and as guarantor in respect of the obligations of BCCL under any Series of Notes issued by BCCL that are then outstanding under the Programme and any Series of Notes issued by BCCL thereafter, provided that (i) the New Issuer/New Guarantor's long term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as the Bank's long term rating at the date on which the substitution is to take effect or the New Issuer/New Guarantor has an equivalent long term rating from another internationally recognised rating agency, (ii) the New Guarantor enters into a guarantee on substantially the same terms as the Master Deed Poll Guarantee (a "**New Guarantee**"), (iii) in the case of Restricted Notes, the new Issuer would not be an "investment company" required to register as such under the US Investment Company Act of 1940, as amended, (iv) no event of default as set out in Condition 24 shall occur as a result thereof, and (v) the Bank irrevocably guarantees all amounts payable by the New Issuer or the New Guarantor, as the case may be."

21) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "Commodity Linked Notes" on page 107 of the Base Prospectus and to replace it with the following:

"**Commodity Linked Note**" means a Note, payments and/or settlements in respect of which will be determined by reference to a Relevant Commodity, Commodity Index or Basket of Commodities, each as specified in the applicable Final Terms."

22) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "Physical Delivery Date" on page 119 of the Base Prospectus and to replace it with the following:

"**Physical Delivery Date**" means, in relation to Reference Assets or the Deliverable Amount to be delivered, subject to Condition 6.6, in respect of any Note, the date following a Maturity Date or Early Redemption Date or Credit Event Determination Date, as the case may be, being the first day on which settlement of a sale of such Underlying Securities, Relevant Commodity, Deliverable Obligations, or any other Reference Asset comprising the Deliverable Amount executed on that Maturity Date or Early Redemption Date or Credit Event Determination Date, as the case may be, customarily would take place through the Relevant Clearing System, Exchange or Futures Exchange unless otherwise specified in the relevant Final Terms."

23) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "Physically Settled Transaction" on page 120 of the Base Prospectus and to replace it with the following:

"**Physically Settled Transaction**" means, in relation to any particular series of Notes, Notes in respect of which Reference Assets may, at the option of the Issuer or the Noteholder (as the case may be), be delivered to the Noteholder, the delivery of which amounts to "Physical Settlement".

24) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "Reference Asset" on page 121 of the Base Prospectus and to replace it with the following:

"**Reference Asset**" means, in respect of any Note, any Underlying Security, Underlying Share, Deliverable Obligation, Relevant Commodity or other non-cash asset, the price or level of which determines the Redemption Amount or the Early Redemption Amount of such Note."

25) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "TARGET System" on page 124 of the Base Prospectus and to replace it with the following:

""**TARGET System**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 ("**TARGET2**") (or if such system ceases to be operative, such other system (if any) determined by the Determination Agent to be a suitable replacement)."

26) to amend Condition 25 of the Terms and Conditions of the Notes by deleting the definition of "Transfer Documentation" on page 125 of the Base Prospectus and to replace it with the following:

""**Transfer Documentation**" means, for each Series of Notes, such documentation as is generally acceptable for settlement of transfer of Reference Assets or Deliverable Obligations on the relevant Exchange, through the Relevant Clearing System, on the relevant Futures Exchange or amongst dealers in the Relevant Commodity including, without limitation, stock notes and/or stock transfer forms in the case of settlement on the London Stock Exchange."

27) to amend Condition 13 of the Terms and Conditions of the Certificates by deleting paragraph (B) thereof on page 168 of the Base Prospectus and to replace it with the following:

"The Bank as Issuer and Guarantor shall be entitled at any time, without the consent of the Certificateholders, to substitute any other entity the identity of which shall be in the absolute discretion of the Bank in place of the Bank as Issuer or, in relation to Certificates issued by BCCL as Guarantor (the "**New Issuer**" or "**New Guarantor**" as the case may be) to act as issuer in respect of Certificates issued by it and as guarantor in respect of the obligations of BCCL under any Certificates issued by BCCL that are then outstanding under the Programme and any Certificates issued by BCCL thereafter, provided that (i) the New Issuer/New Guarantor's long term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as the Bank's long term rating at the date on which the substitution is to take effect or the New Issuer/New Guarantor has an equivalent long term rating from another internationally recognised rating agency; (ii) the New Guarantor enters into a guarantee on substantially the same terms as the Master Deed Poll Guarantee (a "**New Guarantee**"); and (iii) the Bank irrevocably guarantees all amounts payable by the New Issuer or the New Guarantor, as the case may be."

28) to amend Condition 14 of the Terms and Conditions of the Warrants by deleting paragraph (B) thereof on page 230 of the Base Prospectus and to replace it with the following:

"The Bank as Issuer and Guarantor shall be entitled at any time, without the consent of the Warrant holders, to substitute any other entity the identity of which shall be in the absolute discretion of the Bank in place of the Bank as Issuer or, in relation to Warrants issued by BCCL as Guarantor (the "**New Issuer**" or "**New Guarantor**" as the case may be) to act as issuer in respect of Warrants issued by it and as guarantor in respect of the obligations of BCCL under any Warrants issued by BCCL that are then outstanding under the Programme and any Warrants issued by BCCL thereafter, provided that (i) the New Issuer/New Guarantor's long term unsecured, unsubordinated and unguaranteed debt obligations are rated at least the same as the Bank's long term rating at the date on which the substitution is to take effect or the New Issuer/New Guarantor has an equivalent long term rating from another internationally recognised rating agency; (ii) the New Guarantor enters into a guarantee on substantially the same terms as the Master Deed Poll Guarantee (a "**New Guarantee**"); and (iii) the Bank irrevocably guarantees all amounts payable by the New Issuer or the New Guarantor, as the case may be."

29) to amend the second and third paragraph of the section entitled "Taxation" on page 245 of the Base Prospectus by adding "Reference Assets" after "Underlying Securities" in both paragraphs.

30) to amend the section entitled "Purchase and Sale" beginning on page 262 of the Base Prospectus by adding before the heading "General" on page 270 the following:

"Russian Federation

The Manager is required to represent, warrant and agree (and each additional Manager named in a set of Final Terms will be required to represent and agree) that it has not offered or sold or transferred or otherwise disposed of, and will not offer, transfer or sell any Securities as part of their initial distribution or at any time thereafter to or for the benefit of any persons (including

legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation, unless and to the extent otherwise permitted by Russian law; it being understood and agreed that the Managers may distribute the Base Prospectus to persons in the Russian Federation in a manner that does not constitute advertisement (as defined in Russian law) of Securities and may sell Securities to Russian persons in a manner that does not constitute "placement" or "public circulation" of the Securities in the Russian Federation (as defined in Russian law)."

31) to amend the section entitled "Documents Available" beginning on page 278 of the Base Prospectus by deleting subparagraphs (a) to (k) inclusive in their entirety and replacing them with the following:

- "(a) the constitutional documents of each of the Issuers;
- (b) the joint Annual Report of Barclays PLC and the Bank, as filed with the SEC on Form 20-F in respect of the years ended 31 December 2006 and 31 December 2007 (the "**Joint Annual Report**"), respectively and the Annual Reports of the Bank containing the audited consolidated accounts of the Bank for the financial years ended 31 December 2006 (the "**2006 Issuer Annual Report**") and 31 December 2007 (the "**2007 Issuer Annual Report**"), respectively;
- (c) all future annual reports and semi-annual financial statements of the Bank;
- (d) Form 6-K;
- (e) the Master Subscription Agreement;
- (f) the Master Agency Agreement;
- (g) the Guarantee;
- (h) the Deed of Covenant;
- (i) the current Base Prospectus in respect of the Programme and any supplements thereto;
- (j) any Final Terms issued in respect of Securities admitted to listing, trading and/or quotation by any listing authority, stock exchange, and/or quotation system since the most recent base prospectus was published; and
- (k) other documents incorporated herein by reference."

32) to delete the fourth paragraph of the section entitled "Litigation" beginning on page 278 of the Base Prospectus and to replace it with the following:

"Like other UK financial services institutions, the Bank faces numerous County Court claims and complaints by customers who allege that its unauthorised overdraft charges either contravene the Unfair Terms in Consumer Contracts Regulations 1999 ("**UTCCRs**") or are unenforceable penalties or both. In July 2007, by agreement with all parties, the OFT commenced proceedings against seven banks and one building society, including the Bank, to resolve the matter by way of a "test case" process (the "**Test Case**"). A preliminary issues hearing took place in January and February 2008. Judgment was handed down on 24 April 2008. The Judge found in favour of the banks on the issue of the penalty doctrine, and in favour of the OFT on the issue of the applicability of the UTCCRs. Further hearings will be required and, if appeals are pursued, the proceedings may take a significant period of time to conclude. Pending resolution of the Test Case, existing and new claims in the County Courts remain stayed, and there is an FSA waiver of the complaints handling process and a standstill of Financial Ombudsman Service decisions. The Bank is defending the Test Case vigorously. It is not practicable to estimate the Bank's possible loss in relation to these matters, nor the effect that they may have upon operating results in any particular financial period. Barclays intends to comply with its obligations as a company admitted to the Official List in connection with further disclosures in relation to this litigation."

ISSUER

**REGISTERED OFFICE OF
BARCLAYS CAPITAL (CAYMAN) LIMITED**

c/o Barclays Private Bank & Trust (Cayman) Limited
4th Floor, First Caribbean House
P.O. Box 487
George Town
Grand Cayman KY1-1106
Cayman Islands

ISSUER & GUARANTOR

**REGISTERED OFFICE OF
BARCLAYS BANK PLC**

One Churchill Place
London E14 5HP
United Kingdom

MANAGER

Barclays Bank PLC
One Churchill Place
London E14 5HP
United Kingdom

**ISSUE AND PAYING AGENT,
REGISTRAR AND TRANSFER AGENT**

The Bank of New York
One Canada Square
London E14 5AL
United Kingdom

**CALCULATION AGENT AND
DETERMINATION AGENT**

Barclays Bank PLC
One Churchill Place
London E14 5HP
United Kingdom

**CALCULATION AGENT AND
DETERMINATION AGENT**

Barclays Capital Securities Limited
One Churchill Place
London E14 5HP
United Kingdom

**NEW YORK AGENT
AND NEW YORK REGISTRAR**

The Bank of New York
One Wall Street
New York NY 10286

**LUXEMBOURG AGENT
AND LUXEMBOURG REGISTRAR**

The Bank of New York (Luxembourg) S.A.
Aerogolf Center – 1A
Hoehenhof
L-1736 Senningerberg
Luxembourg

LEGAL ADVISERS TO THE MANAGER

Lovells LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG
United Kingdom