

Signatures

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorised the undersigned to sign this annual report on its behalf.

Date March 26, 2007

Barclays PLC
(Registrant)

By /s/ Naguib Kheraj
Naguib Kheraj, Group Finance Director

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorised the undersigned to sign this annual report on its behalf.

Date March 26, 2007

Barclays Bank PLC
(Registrant)

By /s/ Naguib Kheraj
Naguib Kheraj, Group Finance Director

EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
1.1	Memorandum and Articles of Association of Barclays PLC (incorporated by reference to the 2005 Form 20-F filed on March 29 th , 2006)
1.2	Memorandum and Articles of Association of Barclays Bank PLC (incorporated by reference to the 2005 Form 20-F filed on March 29 th , 2006)
2.1	Long term debt instruments
4.1	Rules of the Barclays Group Performance Share Plan (2005)
4.2	Rules of the Barclays PLC Renewed 1986 Executive Share Option Scheme (incorporated by reference to the 2000 Form 20-F filed on April 16 th , 2001)
4.5	Rules of the Barclays PLC Approved Incentive Share Option Plans and Appendix relating to eligible employees resident in France (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.8	Service Contract – Matthew Barrett (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.9	Service Contract – John Varley (incorporated by reference to the 2003 Form 20-F filed on March 26 th , 2004)
4.11	Service Contract – Naguib Kheraj (incorporated by reference to the 2003 Form 20-F filed on March 26 th , 2004)
4.12	Service Contract and Subsequent Side Letter to Service Contract – Gary Hoffman (incorporated by reference to the 2005 Form 20-F filed on March 29 th , 2006)
4.13	Service Contract – David Roberts (incorporated by reference to the 2003 Form 20-F filed on March 26 th , 2004)
4.14	Service Contract – Robert E. Diamond Jr (incorporated by reference to the 2005 Form 20-F filed on March 29 th , 2006)
4.15	Appointment Letter and Subsequent Amendment to appoint as Senior Independent Director – Sir Richard Broadbent (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.16	Appointment Letter – Professor Dame Sandra Dawson (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.17	Appointment Letter and Subsequent Amendment to appoint as Deputy Chairman – Sir Nigel Rudd (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.18	Appointment Letter – Stephen Russell (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)
4.20	Appointment Letter – Leigh Clifford (incorporated by reference to the 2004 Form 20-F filed on March 24 th , 2005)

- 4.21 Appointment Letter – Sir Andrew Likierman (incorporated by reference to the 2004 Form 20-F filed on March 24th, 2005)
- 4.22 Appointment Letter – Dr Danie Cronjé (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.23 Appointment Letter – Robert Steel (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.24 Appointment Letter – John Sunderland (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.25 Indemnity Letter – Matthew Barrett (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.26 Indemnity Letter – John Varley (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.28 Indemnity Letter – Naguib Kheraj (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.29 Indemnity Letter – Gary Hoffman (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.30 Indemnity Letter – David Roberts (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.31 Indemnity Letter – Robert E. Diamond Jr (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.32 Indemnity Letter – Sir Richard Broadbent (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.33 Indemnity Letter – Professor Dame Sandra Dawson (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.34 Indemnity Letter – Sir Nigel Rudd (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.35 Indemnity Letter – Stephen Russell (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
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- 4.38 Indemnity Letter – Dr. Danie Cronjé (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
- 4.39 Indemnity Letter – Robert Steel (incorporated by reference to the 2005 Form 20-F filed on March 29th, 2006)
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- 12.1 Certifications filed pursuant to 17 CFR 240. 13(a)-14(a)
- 13.1 Certifications filed pursuant to 17 CFR 240. 13(a)-14b and 18 U.S.C 1350(a) and 1350(b)
- 15.1 Consent of PricewaterhouseCoopers LLP for incorporation by reference of reports in certain securities registration statements of Barclays Bank PLC

Exhibit 2.1

Neither Barclays nor Barclays Bank PLC is party to any single instrument relating to long-term debt pursuant to which a total amount of securities exceeding 10% of its total assets (on a consolidated basis) is authorised to be issued. Each of Barclays PLC and Barclays Bank PLC hereby agrees to furnish to the Commission, upon its request, a copy of any instrument defining the rights of holders of its long-term debt or the rights of holders of the long-term debt of any of its subsidiaries for which consolidated or unconsolidated financial statements are required to be filed with the Commission.

RULES OF THE BARCLAYS PLC PERFORMANCE SHARE PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 In the Plan:

“**Adoption Date**” means 28 April 2005;

“**Announcement Date**” means the date on which the Company announces its annual, half yearly or, if relevant, quarterly results in any year within the Operative Period;

“**Any Other Executive Plan**” means any employees’ share scheme approved by the members of the Company in general meeting other than the Plan which provides for the acquisition of or subscription for shares in the Company by or on behalf of selected employees and/or directors and which is not linked to an SAYE contract;

“**Any Other Plan**” means any employees’ share scheme approved by the Company in general meeting other than the Plan which provides for the acquisition of or subscription for shares in the Company by or on behalf of employees and/or directors;

“**Auditors**” means the auditors for the time being of the Company or such other independent, suitably qualified person as the Trustees may from time to time nominate;

“**Award**” means subject to clause 2.1(a) and (b) a right to receive or acquire Shares pursuant to the Plan in such form as the Trustees may decide from time to time and “awarded” shall be construed accordingly;

“**Award Date**” means in relation to an Award the date specified as such by the Trustees in the Award Letter;

“**Award Letter**” means a letter containing the information specified in clause 2.2 in such form as may be prescribed from time to time by the Trustees, sent by the Trustees to a Participant informing the Participant of the grant of an Award to him;

“**BGI**” means Barclays Global Investors UK Holdings Limited;

“**BGI Plan**” means the Barclays Global Investors Equity Ownership Plan adopted by the Company on 26 April 2000;

“**BGI Shares**” means “A” Ordinary Shares in the capital of BGI;

“**Barclays Bank**” means Barclays Bank PLC;

“**Board**” means the board of directors for the time being of the Company or a duly appointed committee thereof PROVIDED THAT if any person obtains Control of the Company, the Board or the relevant committee as appropriate shall mean the members of the Board or such committee as the case may be immediately before such Control is obtained;

“**Company**” means Barclays PLC (registered no. 48839);

“**Control**” means control of a company within the meaning of section 840 of the Income and Corporation Taxes Act 1988 and a person shall be deemed to have control of a company if he and others acting in concert with him have together obtained control of a company within such meaning;

“**Dealing Day**” means a day on which transactions take place on the London Stock Exchange;

“Eligible Employee” means an employee of any member of the Group, including such an employee who is also an executive director;

“Employer’s NICs” means secondary Class 1 National Insurance Contributions;

“Employing Company” means any member or members of the Group by which the Participant is or, where the context so admits, was employed;

“Exercise Period” means in relation to an Award in the form of a nil cost option and subject to clauses 6 and 7 the period determined by the Trustees on the Award Date during which an Award may be exercised in accordance with the Plan PROVIDED THAT the Trustees may not specify a period beginning earlier than three years from the Award Date nor ending later than ten years from the Award Date;

“Exercise Price” means in relation to an Award in the form of a nil cost option the total amount payable in relation to the exercise of an Award, whether in whole or in part, being £1 or such other amount specified in the Award Letter;

“Grant Period” means the period of:

- (a) three months following the Adoption Date; and
- (b) 42 Dealing Days following:
 - (i) the Dealing Day immediately following an Announcement Date PROVIDED THAT if the Trustees or any Eligible Employees are restricted by statute, order, regulation or otherwise (including a restriction resulting from the application of the Model Code for transactions in securities by directors or any comparable code adopted by the Company) from granting or in the case of Eligible Employees receiving Awards within such period, the Trustees may grant Awards within the period of 42 Dealing Days after the lifting of such restrictions;
 - (ii) any date on which changes to the legislation affecting executive share award plans (not being savings-related share option plans) is announced or made; or
 - (iii) any time when the Trustees, having first consulted the Board, resolve that exceptional circumstances exist which justify the grant of Awards;

“Group” means the Company and all of its Subsidiaries and the expression “member of the Group” shall be construed accordingly;

“London Stock Exchange” means the London Stock Exchange plc;

“NIC Agreement” means an irrevocable agreement under which a Participant’s Employing Company may recover from him all or any part of its liability for Employer’s NICs pursuant to clause 2.10 in such manner as is set out in clause 4;

“NIC Election” means an irrevocable election, in such form as is determined by the Trustees and approved in advance by the Board of the Inland Revenue, for the transfer to the Participant of the whole or any part of the Employing Company’s liability for Employer’s NICs pursuant to clause 2.10 and the arrangements made in such NIC Election for securing that the Participant will meet the liability transferred to him which shall have been approved in advance by the Board of the Inland Revenue;

“Operative Period” means the period of ten years commencing on the Adoption Date;

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“Participant” means an Eligible Employee who has been granted an Award or, where applicable, his personal representative;

“Plan” means the Barclays PLC Performance Share Plan herein contained as amended from time to time in accordance with the provisions hereof;

“Release Date” means in relation to an Award in the form of a right to receive Shares the date or dates on which Shares awarded to a Participant may be released to a Participant as described in clause 4 PROVIDED THAT such date (or dates) must be a date (or dates) which is at least three years from the Award Date

“Retirement Date” means the earliest date on which or age at which an Eligible Employee can be required to retire by any member of the Group;

“Shares” means ordinary shares in the capital of the Company (or such other class of shares as may represent the same as a result of any reorganisation, reconstruction or other variation of the share capital of the Company to which the provisions of the Plan may apply from time to time) PROVIDED THAT if such shares under an Award are to be released or an Award is exercised at any time when the Trustees do not hold such shares in the Company as a result of a corporate event described in clause 7, references to “Shares” in clauses 4 to 8 inclusive shall include any consideration received by the Trustees for any such shares which are to be released under an Award or in respect of which an Award is being exercised;

“Subsidiary” means any company over which for the time being the Company has Control and which is a subsidiary of the Company within the meaning of section 736 of the Companies Act 1985;

“Target Award” means the expected value of an Award determined by the Trustees for the purposes of granting an Award to an Eligible Employee who they have selected in their absolute discretion to participate in the Plan PROVIDED THAT such expected value shall be:

- (a) based on market competitive practice for comparable positions differentiated to reflect individual performance; and
- (b) used by the Trustees having first consulted the Board to determine:
 - (i) the objective performance measures applicable to the release of Shares under the Award or exercise of the Award; and
 - (ii) the maximum number of Shares over which the Award may be granted;

“Trust” means the Barclays Group (PSP) Employees’ Benefit Trust established by the Trust Deed;

“Trust Deed” means the trust deed made between Barclays Bank (1) and Mourant & Co Trustees Limited (2) on 5 August 1996 as amended from time to time;

“Trustees” means the trustee or trustees for the time being of the Trust; and

“UK Listing Authority” means the UK Listing Authority within the meaning given to that expression in the Listing Rules made by the Financial Services Authority pursuant to its appointment as the relevant competent authority under the Official Listing of Securities (Change of Competent Authority) Regulations 2000.

- 1.2 Any reference in the Plan to a statutory provision shall include a reference to that provision as amended or re-enacted from time to time. Where the context permits the singular shall include the plural and vice versa and the masculine gender shall include the feminine.

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1.3 If there is any conflict between the provisions of the Trust Deed and the provisions of the Plan, the provisions of the Trust Deed shall prevail.

2. GRANT OF AWARDS

2.1 Subject to the limitations specified in this clause 2 and in clause 3, the Trustees may, in their absolute discretion, having first consulted the Board, during any Grant Period grant any Eligible Employee an Award in accordance with the rules of the Plan or on such other terms and conditions and in such other form as the Trustees may determine including:

- (a) a provisional allocation on the basis set out in the Appendix hereto which shall not in any circumstances whatsoever:
 - (i) constitute the acquisition by a Participant of an interest in the Shares awarded to him nor a right to acquire the Shares awarded to him; and
 - (ii) entitle a Participant to claim any interest in the Trust fund nor to compel the Trustees to pay or apply any of the capital or income comprised in the Trust fund to or for the benefit of a Participant; or
- (b) an appropriation of Shares subject to such restrictions as may be determined by the Trustees and as set out in an Award Letter which may include restrictions requiring Shares to be retained by an Eligible Employee for a minimum period of three years, limiting the receipt of dividends and forfeiture for misconduct. Any such Award shall be granted subject to the provisions of the Plan save that clauses 4 to 8 inclusive shall be adapted as necessary to apply to an Award in the form of an appropriation of Shares.

2.2 The Trustees shall as soon as reasonably practicable on or after the Award Date notify the Eligible Employee of the grant of the Award in writing in an Award Letter. The Award Letter shall specify:

- (a) the form of the Award;
- (b) the number of Shares in respect of which the Award is granted or the formula by which such number may be found;
- (c) the Award Date;
- (d) the Release Date or the Exercise Period depending on whether or not the Award is granted in the form of a right to receive Shares or a nil cost option;
- (e) any performance conditions imposed by the Trustees for the purpose of clause 5 which must be satisfied before the Trustees may release Shares under an Award to the Participant or the Participant may exercise an Award; and
- (f) whether the Participant will be required to enter into either a NIC Agreement or a NIC Election pursuant to clause 2.10.

2.3 An Eligible Employee to whom an Award is granted may by notice in writing within 30 days after the Award Date (or such shorter period of which he is notified) renounce his Award entirely so that the Award shall be deemed never to have been granted hereunder, or in part, so that the Award shall be deemed to have been granted only as to the balance.

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- 2.4 The grant of an Award shall be made on the basis that participation in the Plan shall be deemed to constitute an agreement to be bound by the rules of the Plan and shall be evidenced by a deed in such form as the Trustees may from time to time prescribe. The deed shall be issued as soon as practicable after the last date on which an Eligible Employee may renounce his rights under an Award in accordance with clause 2.3.
- 2.5 An Award is personal to a Participant and shall not be capable of being transferred or otherwise disposed of by a Participant and, subject to the provisions of clause 6.2, Shares under an Award may not be released to or exercised by any other person. An Award shall lapse forthwith if it is so transferred or otherwise disposed of by a Participant.
- 2.6 There shall be no consideration payable for the grant of an Award.
- 2.7 A Participant shall not be entitled to any dividends (or other distributions made) and shall have no right to vote in respect of the Shares subject to his Award, unless and until Shares under his Award are released to him or transferred to him following the exercise of his Award.
- 2.8 A Participant shall be entitled at any time to renounce, surrender, or cancel or agree to the cancellation of an Award.
- 2.9 No Award shall be granted under the Plan after the expiry of the Operative Period.
- 2.10 If an Award is granted to a Participant and:
- (a) his Employing Company would be liable for Employer's NICs on any gain made by the Participant on the release of Shares subject to that Award or on the exercise of that Award or on any other gain made by the Participant in respect of that Award which is treated as remuneration derived from the Participant's employment by virtue of section 4(4)(a) of the Social Security Contributions Act 1992; and
 - (b) the Trustees give him written notice that they require him to enter into either a NIC Agreement or a NIC Election, as determined by the Trustees in their absolute discretion, such notice to be given within three months following the Award Date;

the Award shall lapse after a period of 90 days following the date of such notice unless the Participant completes and executes a NIC Agreement or NIC Election, as specified by the Trustees in such notice, before the expiry of such period. The Employing Company shall confirm to the Trustees whether the NIC Agreement or NIC Election has been executed and if not, the Award shall lapse.

3. LIMITATIONS ON AWARDS

- 3.1 No Shares shall be issued to the Trustees to be held for the purposes of the Plan if this will result in the number of Shares which have been issued to the Trustees for such purposes during the previous ten years when aggregated with any other Shares issued or capable of being issued by way of subscription out of profits and with any other Shares issued or capable of being issued by way of subscription on the vesting or exercise of awards during the previous ten years under:
- (a) Any Other Plan exceeding ten per cent of the Company's ordinary share capital then in issue; and
 - (b) Any Other Executive Plan exceeding five per cent of the amount of the Company's ordinary share capital then in issue.

PROVIDED THAT for the purpose of applying the limits set out in clauses 3.1(a) and (b) the number of Shares which may be issued to the Trustees to be held for the purposes of the Plan shall be reduced by the number of notional Shares determined by the Board in the manner set out in clause 3.2.

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3.2 For the purposes of the proviso to clause 3.1:

- (a) the Board shall compute the number of BGI Shares which have been acquired on exercise of options granted under the BGI Plan in the relevant period or in respect of which options under the BGI Plan are currently outstanding (less any BGI Shares issued on the exercise of options granted under the BGI Plan but subsequently purchased by Barclays Bank or any other member of the Group); and
- (b) the Board shall subject to such adjustment or variation as the Board shall in its absolute discretion consider appropriate convert such BGI Shares into a number of notional Shares by the application in relation to each such acquisition of or grant of options over, BGI Shares of the formula:

$$\frac{A \times B}{C} = D \text{ where:}$$

A is the number of BGI Shares acquired by or under option to each relevant employee;

B is the price per BGI Share at which such employee acquired or may acquire such number of BGI Shares;

C is if and for so long as the Shares are admitted to the Official List of the UK Listing Authority the greater of the market value of a Share:

(a) on the date of grant of such options; and

(b) on the date of any determination by the Board for the purposes of this clause 3.2,

calculated by the Board by reference to the middle-market quotations of a Share as derived from the Daily Official List of the UK Listing Authority or if the Shares are not so admitted on such other basis as the Board shall determine in its absolute discretion;

D is the number of notional Shares represented by the BGI Shares acquired in the relevant period or in respect of which options are currently outstanding under the BGI Plan for the purposes of the proviso to clause 3.1.

3.3 No Award shall be granted to an Eligible Employee under the Plan if as a result the Target Award for that Award when aggregated with the Target Award for any other Award granted to such Eligible Employee in the same financial year of the Company would exceed the higher of 150% of such Eligible Employee's base salary or 75% of such Eligible Employee's base salary plus target bonus and where relevant, target bonus shall be determined for these purposes by the Trustees in their absolute discretion having first consulted the Board.

4. MANNER OF RELEASE OF SHARES OR EXERCISE OF AWARDS

4.1 If the Trustees determine that any the performance conditions imposed by the Trustees on the grant of an Award have been satisfied, and subject to clauses 6 and 7, the Trustees shall on or within one month after the Release Date release to a Participant the

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number of Shares available for release under the Award determined in accordance with clauses 5 and 8 in which case:

- (a) the Trustees shall inform the Participant of the release of Shares to him within 28 days of such release; and
- (b) the Participant shall become beneficially entitled to such Shares and shall have the right to receive all dividends paid to the Trustees on such Shares on or after the Release Date (net of any tax payable on such dividends by the Trustees) and the right to direct the Trustees as to voting in respect of such Shares and the Trustees shall vote in accordance with any such instructions.

PROVIDED THAT:

- (a) if the Trustees or a Participant are restricted by statute, order, regulation or otherwise (including a restriction resulting from the application of the Model Code for transactions in securities by directors or any comparable code adopted by the Company) from releasing or receiving Shares the Trustees shall release the Shares available for release on or within one month after the lifting of such restrictions;
 - (b) if the Trustees so require, the Participant shall enter into an election to be made jointly with his Employing Company pursuant to section 431 of the Income Tax (Earnings and Pensions) Act 2003 for the Shares to be treated as if they are not restricted securities for the purposes of Chapter 2, Part 7, Income Tax (Earnings and Pensions) Act 2003;
 - (c) subject to clause 4.3, the Participant shall pay in such manner as the Trustees may from time to time prescribe any such additional amount of which the Trustees may notify the Participant in respect of any deduction on account of tax or similar liabilities as may be required by law which may arise on the release of Shares to him;
 - (d) subject to clause 4.3, if the Participant has entered into a NIC Agreement under clause 2.10 the Participant shall pay in such manner as the Trustees may from time to time prescribe the amount of any Employer's NICs, of which the Trustees shall notify the Participant, to his Employing Company in accordance with such NIC Agreement; and
 - (e) any Shares available for release which are not released on or within one month after the Release Date or such later date for release as provided for under paragraph (a) of this proviso to clause 6.1 shall cease to be available for release.
- 4.2 If the Trustees determine that any performance conditions imposed by the Trustees on the grant of an Award have been satisfied and subject to clauses 6 and 7, an Award may be exercised on one occasion only by a Participant at any time within its Exercise Period by the Participant giving notice in writing to the Trustees at their registered office in such form as may be prescribed by the Trustees from time to time. Such notice shall be signed by the Participant and shall specify the number of Shares in respect of which the Award is being exercised. The Participant shall:
- (a) supply with such notice:
 - (i) the deed evidencing the grant of the relevant Award for cancellation or amendment;
 - (ii) if the Trustees so require, an election signed by the Participant to be made jointly with his Employing Company pursuant to section 431 of the Income

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Tax (Earnings & Pensions) Act 2003 for the Shares to be treated as if they are not restricted securities for the purposes of Chapter 2, Part 7, Income Tax (Earnings & Pensions) Act 2003; and

- (iii) any other documentation the Trustees may request;
- (b) pay any Exercise Price for such Shares in such manner as the Trustees may from time to time prescribe; and
- (c) subject to clause 4.3, pay in such manner as the Trustees may from time to time prescribe any such additional amount of which the Trustees may notify the Participant in respect of any deduction on account of tax or similar liabilities as may be required by law which may arise on exercise of the Award; and
- (d) subject to clause 4.3, if the Participant has entered into a NIC Agreement under clause 2.10 pay in such manner as the Trustees may from time to time prescribe the amount of any Employer's NICs, of which the Trustees shall notify the Participant, to his Employing Company in accordance with such NIC Agreement.

An Award (or part thereof) shall be deemed to have been exercised on the date when such notice together with a payment of any aggregate Exercise Price due and any such additional amount (or documentation evidencing arrangements to pay such additional amount), the deed evidencing the grant of an Award and any other documents requested by the Trustees are received by them.

- 4.3 The Trustees may sell, or procure the sale of, such number of Shares which have been released to a Participant or in respect of which his Award is exercised to meet any obligation of the Trustees, any member of the Group [or any other person] to deduct tax, employee's social security contributions or Employer's NICs (if the Participant has entered into a NIC Agreement under clause 2.10), arising in respect of the release of Shares under his Award to the Participant or the exercise of his Award by the Participant.
- 4.4 The Trustees shall within 30 days after the date of the release of Shares to a Participant or the exercise of an Award transfer or procure the transfer of the appropriate number of Shares to the Participant (or to his nominee at the Participant's written direction) and shall procure delivery to the Participant (or to his nominee, as appropriate) of a definitive share certificate in respect thereof (or such other evidence of allotment and issue as may be prescribed by the Board where such allotment and issue is by means of a relevant system, as defined in Regulation 2(1) of the Uncertificated Securities Regulations 2001).

5. **LIMITATIONS ON RELEASE OF SHARES OR EXERCISE OF AWARDS**

- 5.1 Without prejudice to the following provisions of this clause 5, and subject as provided in clauses 6 and 7, Shares under an Award may be released to a Participant who has ceased to be an Eligible Employee or an Award may be exercised by a Participant who has ceased to be an Eligible Employee.
- 5.2 Subject to clause 8, the release of Shares under an Award or the exercise of an Award by a Participant and, if relevant, the extent to which the Shares under the Award may be so released or over which it may be so exercised shall be conditional on the Trustees being satisfied that such performance condition as imposed by them on the Award Date in accordance with clause 2.2 shall have been fulfilled **PROVIDED THAT** the Trustees may in their absolute discretion having consulted the Board waive such performance condition if they consider in their absolute discretion that there are exceptional circumstances which would justify such a waiver.
- 5.3 Notwithstanding anything in the Plan to the contrary, Shares under an Award shall be actually or constructively received by a Participant by the later of:
 - (i) the date that is 2 1/2 months from the end of the Participant's first taxable year in which the Trustees determine that the performance conditions imposed on the Award have been satisfied;

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- (ii) the date that is 2 1/2 months from the end of the Company's first taxable year in which the Trustees determine that the performance conditions imposed on the Award have been satisfied.

6. TIME FOR RELEASE OF SHARES OR EXERCISE OF AWARDS

- 6.1 Subject to clause 5 and unless Shares under an Award may be released before its Release Date or an Award may be exercised before the start of its Exercise Period under clauses 6.2, 6.3 and 6.4 and 7, Shares under an Award may only be released on or within one month after its Release Date or an Award may only be exercised during its Exercise Period. Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.
- 6.2 Subject to clauses 5 and 8, if a Participant dies either the Trustees shall release to his personal representatives the Shares available for release under his Award or as soon as reasonably practicable or his personal representative(s) may exercise his Award at any time before the earlier of the expiry of its Exercise Period and the expiry of the period of six months from the date of his death. Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.
- 6.3 Subject to clauses 5 and 8, if a Participant ceases to be employed by the Group by reason of:
 - (a) injury;
 - (b) disability;
 - (c) ill health;
 - (d) dismissal for redundancy within the meaning of the Employment Rights Act 1996;
 - (e) retirement on or after his Retirement Date;
 - (f) the company by which he is employed ceasing to be a member of the Group; or
 - (g) the undertaking in which he is employed being transferred to a transferee which is not a member of the Group,either the Trustees shall release to the Participant the Shares available for release under his Award on its Release Date or the Participant may exercise his Award at any time before the earlier of the expiry of its Exercise Period and the later to expire of: six months from the date of such cessation; or six months beginning on the third anniversary of the Award Date PROVIDED THAT if a Participant ceases to be employed by the Group before the third anniversary of the Award Date other than by reason of retirement on or after his Retirement Date the Trustees may in their absolute discretion having first consulted the Board and depending on the form of the Award either:
 - (a) release the Shares available for release under his Award to the Participant within one month from the date of such cessation; or
 - (b) determine that the Award may become exercisable for a period of six months from any date beginning on the date of such cessation up to the third anniversary of such Award Date.

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Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.

- 6.4 Subject to clauses 5 and 8, if a Participant ceases to be employed by the Group for any reason other than one of the events specified in clauses 6.2 or 6.3, his Award shall lapse unless the Trustees in their absolute discretion, having first consulted the Board, determine otherwise in which case either:
- (a) the Trustees shall release to the Participant the Shares available for release under his Award on its Release Date; or
 - (b) the Participant may exercise his Award at any time before the earlier of the expiry of its Exercise Period and the later to expire of: six months from the date of such cessation; or six months beginning on the third anniversary of the Award Date,
- PROVIDED THAT if a Participant ceases to be employed by the Group before the third anniversary of the Award Date, the Trustees may in their absolute discretion, having first consulted the Board and depending on the form of the Award, either:
- (a) release the Shares available for release under his Award to the Participant within one month from the date of such cessation; or
 - (b) determine that the Award may become exercisable for a period of six months from any date beginning on the date of such cessation up to the third anniversary of such Award Date.

Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.

- 6.5 For the purposes of this clause 6, where a Participant's employment is terminated without notice or on terms in lieu of notice it shall be deemed to cease on the date on which the termination takes effect and where such employment is terminated with notice it shall be deemed to cease upon the date on which that notice expires.

7. TAKE-OVER AND LIQUIDATION

7.1 Clause 7.2 shall apply:

- (a) if any person obtains Control of the Company as a result of making:
 - (i) a general offer to acquire the whole of the issued share capital of the Company (other than that which is already owned by such person) made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
 - (ii) a general offer to acquire all the Shares (or such Shares as are not already owned by such person); or
- (b) if under section 425 of the Companies Act 1985 the Court sanctions a compromise or arrangement between the Company and its creditors or its members which, if it becomes effective, will result in a person obtaining Control of the Company.

7.2 Subject to clauses 5 and 8, and depending on the form of the Award either:

- (a) the Trustees shall release the Shares available for release under his Award to a Participant during the appropriate period as defined in clause 7.3; or

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- (b) a Participant may exercise his Award at any time before the earlier of the expiry of its Exercise Period and the expiry of the appropriate period as defined in clause 7.3.

Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.

7.3 The appropriate period referred to in clause 7.2 is:

- (a) in a case falling within clause 7.1(a), a period commencing on the date when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made is satisfied and ending on the earlier of:
 - (i) six months after such date; and
 - (ii) 30 days before the last date on which the person making the offer is permitted to issue a notice pursuant to section 429 of the Companies Act 1985; and
- (b) in a case falling within clause 7.1(b), a period of six months commencing with the date when the Court sanctions the compromise or arrangement.

7.4 Subject to clauses 5 and 8, if the Company gives notice of a general meeting to consider a resolution for the voluntary winding up of the Company (the “**resolution**”), and depending on the form of the Award either:

- (a) the Trustees shall release the Shares available for release under his Award to the Participant; or
- (b) a Participant may exercise his Award at any time before the earlier of the expiry of its Exercise Period and the date the resolution is duly passed, defeated or withdrawn,

PROVIDED THAT any release of Shares under an Award or exercise of an Award pursuant to this clause 7.4 shall be conditional upon the resolution being duly passed. If the resolution is defeated or withdrawn, the Award shall be unaffected. If the Trustees release the Shares under his Award to a Participant or a Participant exercises his Award pursuant to this clause 7.4 he shall be entitled to share in the assets of the Company with existing holders of the Shares in the same manner as if the Shares had been registered in his name before the resolution was passed.

7.5 Subject to clauses 5 and 8, if, in the opinion of the Trustees, the Company will be affected by any demerger, dividend in specie, special dividend or other transaction which will adversely affect the current or future value of any Award, the Trustees may depending on the form of the Award, acting fairly, reasonably and objectively, release the Shares available for release under all such Awards to Participants on such event happening or allow all such Awards to be exercised conditionally on such event happening.

7.6 On the commencement of any liquidation of the Company (subject to clause 7.4 and otherwise than in connection with a compromise or arrangement as referred to in clause 7.1(b)) the Award shall lapse.

8. **EXTENT TO WHICH SHARES UNDER AN AWARD ARE AVAILABLE FOR RELEASE OR AN AWARD IS EXERCISABLE ON CESSATION OF EMPLOYMENT, TAKE-OVER AND LIQUIDATION**

If pursuant to clauses 6 or 7 either:

- (a) the Trustees may release Shares to a Participant under his Award or;

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(b) a Participant is permitted to exercise his Award

the maximum number of Shares which may be released by the Trustees under his Award or over which the Participant may exercise his Award is calculated in accordance with the following formula (rounded down to the nearest whole Share), unless the Trustees in their absolute discretion, having first consulted the Board, permit him to acquire a greater number of Shares.

$$A \times \frac{B}{C}$$

Where A = the number of Shares originally subject to the Award;

B = the number of completed calendar months which have elapsed from the Award Date (including the calendar month in which the Award Date falls) to: the date of cessation of employment; the time when Control is obtained under clause 7.1; or the passing of the resolution in 7.4 as the case may be; and

C = 36

9. VARIATIONS IN THE SHARE CAPITAL OF THE COMPANY

- 9.1 Subject to clause 9.2, in the event of any increase or variation of the share capital of the Company (whenever effected) by way of capitalisation, rights issue, sub-division, consolidation or reduction of capital or any other method, the Trustees may make such adjustment as they consider appropriate to the number of Shares subject to any Award.
- 9.2 Any adjustment under clause 9.1 shall be subject to the Auditors confirming that such adjustment is in their opinion fair and reasonable.
- 9.3 The Trustees shall give notice in writing to a Participant of any adjustment made pursuant to clause 9.1 as soon as practicable following the making of such adjustment. The Trustees shall be entitled to call in the deed evidencing the grant of an Award affected by such adjustment for endorsement or replacement as they may consider appropriate.

10. ADMINISTRATION OF THE PLAN

- 10.1 The Plan shall be administered by the Trustees whose decision on any matter connected with the Plan shall be final and binding.
- 10.2 The Trustees shall determine any dispute about the rights and obligations of any person under the Plan or any question concerning the construction or effect of the Plan or any other question in connection with the Plan and their determination shall be final and binding on all persons.
- 10.3 The Board may from time to time make recommendations to the Trustees with regard to the making of Awards, the choice of Participants, performance conditions, Release Dates or Exercise Periods. The Trustees shall consider all such recommendations but shall not be bound to follow such recommendations nor shall the Trustees be required to give reasons for any refusal to follow them.

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11. AMENDMENT OF THE PLAN

11.1 Subject to clauses 11.2 and 11.4, the Trustees, having first consulted the Board, shall at any time be entitled to amend by resolution all or any of the provisions of the Plan.

11.2 Subject to:

- (a) any adjustment made pursuant to clause 9; and
- (b) clause 11.3;

the definitions of "Eligible Employee", "Exercise Price" and "Target Award", the limits in clause 3, clause 9 and this clause 11 and the rights attaching to Shares transferred under the Plan shall not be amended to the advantage of existing or future Participants without the prior approval by ordinary resolution of the members of the Company in general meeting.

11.3 Clause 11.2 shall not apply to any amendment which:

- (a) is necessary to take account of a change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment of the Company, any Subsidiary or any Participant; or
- (b) is a minor amendment which is necessary or desirable to benefit or facilitate the administration of the Plan.

11.4 No amendment shall be made pursuant to clause 11.1 which would prejudice the subsisting rights of existing Participants in any manner unless it is made:

- (a) with the prior written consent of existing Participants entitled to the release of Shares or to exercise Awards in respect of at least three-quarters of the total number of Shares over which Awards shall at that time be subsisting; or
- (b) by a resolution at a meeting of such Participants passed by not less than three quarters of the Participants who attend and vote either in person or by proxy,

and for the purposes of this clause 11.4 the Participants shall be treated as if they are the holders of a separate class of share capital and the provisions of the articles of association of the Company relating to class meetings shall apply mutatis mutandis.

11.5 Notwithstanding any other provisions of the Plan the Trustees may, in respect of Awards granted to Eligible Employees who are or may become subject to taxation outside the United Kingdom on their remuneration, amend the provisions to the Plan and the terms of Awards as they consider necessary or desirable to take account of, mitigate or comply with relevant overseas taxation, securities or exchange control laws PROVIDED THAT the terms of Awards granted to such Eligible Employees are not overall more favourable than those of Awards granted to other Eligible Employees.

12. GENERAL PROVISIONS

12.1 Terms of office or employment

The rights and obligations of any Participant under the terms of his office or employment with any member of the Group shall not be affected by his participation in the Plan or any right which he may have to participate in it. The Plan shall not entitle a Participant to any right to continued employment or any additional right to compensation in consequence of the termination of his employment.

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12.2 Tax and other similar liabilities

Any liability of a Participant to taxation or social security contributions or similar liabilities in respect of an Award shall be for the account of the relevant Participant. The Trustees may make an Award and the transfer of Shares pursuant to it conditional on the Participant complying with arrangements specified by the Trustees for the payment of any taxation, employee's social security contributions or employer's social security obligations (including, without limitation, the deduction of taxation at source).

12.3 Auditors as experts

In any matter in which they are required to act under the Plan, the Auditors shall be deemed to be acting as experts and not as arbitrators.

12.4 Notices

Any notice or other communication under or in connection with the Plan may be given by personal delivery electronically or by sending the same by post in the case of a company to its registered office, in the case of the Trustees, to their registered address and in the case of an individual to his last known address, or, where he is a director or employee of any member of the Group, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment. Where a notice or other communication is given by first-class post, it shall be deemed to have been received 48 hours after it was put into the post properly addressed and stamped.

12.5 Regulation

Every Award shall be subject to the condition that no Shares shall be released to or transferred to a Participant following the release of Shares under Award or the exercise of an Award if such release or transfer would be contrary to any enactment or regulation for the time being in force of the United Kingdom or any other country having jurisdiction in relation thereto. The Trustees shall not be bound to take any action to obtain the consent of any government or authority to such transfer or to take any action to ensure that any such transfer shall be in accordance with any enactment or regulation if such action could in the opinion of the Trustees be unduly onerous.

12.6 Data Protection provisions

- (a) The Company and the Trustees will store and process information about a Participant on their computers and in other ways. By "information about a Participant" the Company and the Trustees mean personal information they have obtained from the Participant, the Group employing company and any other Group companies or other organisations in anticipation of a Participant's participation in the Plan and during the term of the Plan.
- (b) The Company and the Trustees will use information about a Participant to manage and administer the Plan, give the Participant information about the Plan and his Award, to develop and improve their services to the Participant and other customers and to protect their interests. The Trustees agree to apply the same levels of protection to information about a Participant as the Company is required to apply in the UK.
- (c) The Company and the Trustees may give information about a Participant and his participation in the Plan to the following:
 - (i) a Participant's Group employing company and its agents or service providers where disclosure is necessary to enable the Company or the

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Trustees to discharge their duties and obligations in the management and administration of the Plan (including any disclosure of information as may be necessary to enable the Group employing company to comply with the requirements of any relevant tax, social security or other governmental authority). (For the purposes of this clause “Group employing company” includes any company or other entity of the Group which may become the Participant’s employer during the term of the Plan and any other company or entity which has a duty to comply with any requirements imposed any relevant tax, social security or other governmental authority in connection with his participation in the Plan.)

- (ii) people who provide a service to the Company or the Trustees or are acting as their agents on the understanding that they will keep the information confidential.
- (iii) anyone to whom the Company or the Trustees transfers or may transfer its rights and duties under the Plan.
- (iv) where the Company or the Trustees has a duty to do so or if the law allows the Company or the Trustees to do so (including any relevant tax, social security or other governmental authority)

Otherwise the Company and the Trustees will keep information about a Participant confidential.

- (d) If the Company or the Trustees transfer your information about a Participant to a service provider or agent in another country, they will procure that the service provider or agent agrees to apply the same levels of protection as the Company and the Trustees are required to apply in the UK and other EU jurisdictions and to use information about a Participant only for the purpose of providing the service to the Company or the Trustees.

12.7 Governing law

The Plan shall be governed and construed in accordance with English law.

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APPENDIX

APPENDIX TO THE PLAN FOR THE GRANT OF PROVISIONAL ALLOCATIONS

Effect and Purpose

This Appendix shall take effect as if the rules of the Plan were set out herein as modified to apply to an Award in the form of the provisional allocation granted under clause 2.1(a) of the Plan.

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BARCLAYS PLC

RULES

of the

**BARCLAYS PLC
PERFORMANCE SHARE PLAN**

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**APPENDIX TO THE RULES OF THE BARCLAYS PLC PERFORMANCE SHARE PLAN APPLICABLE TO
THE GRANT OF PROVISIONAL ALLOCATIONS UNDER CLAUSE 2.1(A) OF THE PLAN**

1. DEFINITIONS AND INTERPRETATION

1.1 In the Plan:

“Adoption Date” means 28 April 2005;

“Announcement Date” means the date on which the Company announces its annual, half yearly or, if relevant, quarterly results in any year within the Operative Period;

“Any Other Executive Plan” means any employees’ share scheme approved by the members of the Company in general meeting other than the Plan which provides for the acquisition of or subscription for shares in the Company by or on behalf of selected employees and/or directors and which is not linked to an SAYE contract;

“Any Other Plan” means any employees’ share scheme approved by the Company in general meeting other than the Plan which provides for the acquisition of or subscription for shares in the Company by or on behalf of employees and/or directors;

“Auditors” means the auditors for the time being of the Company or such other independent, suitably qualified person as the Trustees may from time to time nominate;

“Award” means a provisional allocation of Shares granted pursuant to clause 2.1(a) the Plan and “awarded” shall be construed accordingly;

“Award Date” means in relation to an Award the date specified as such by the Trustees in the Award Letter;

“Award Letter” means a letter containing the information specified in clause 2.2 in such form as may be prescribed from time to time by the Trustees, sent by the Trustees to a Participant informing the Participant of the grant of an Award to him;

“BGI” means Barclays Global Investors UK Holdings Limited;

“BGI Plan” means the Barclays Global Investors Equity Ownership Plan adopted by the Company on 26 April 2000;

“BGI Shares” means “A” Ordinary Shares in the capital of BGI;

“Barclays Bank” means Barclays Bank PLC;

“Board” means the board of directors for the time being of the Company or a duly appointed committee thereof PROVIDED THAT if any person obtains Control of the Company, the Board or the relevant committee as appropriate shall mean the members of the Board or such committee as the case may be immediately before such Control is obtained;

“Company” means Barclays PLC (registered no. 48839);

“Control” means control of a company within the meaning of section 840 of the Income and Corporation Taxes Act 1988 and a person shall be deemed to have control of a company if he and others acting in concert with him have together obtained control of a company within such meaning;

“Dealing Day” means a day on which transactions take place on the London Stock Exchange;

“Eligible Employee” means an employee of any member of the Group, including such an employee who is also an executive director;

“Grant Period” means the period of:

- (a) three months following the Adoption Date; and
- (b) 42 Dealing Days following:
 - (i) the Dealing Day immediately following an Announcement Date PROVIDED THAT if the Trustees or any Eligible Employees are restricted by statute, order, regulation or otherwise (including a restriction resulting from the application of the Model Code for transactions in securities by directors or any comparable code adopted by the Company) from granting or in the case of Eligible Employees receiving Awards within such period, the Trustees may grant Awards within the period of 42 Dealing Days after the lifting of such restrictions;
 - (ii) any date on which changes to the legislation affecting executive share award plans (not being savings-related share option plans) is announced or made; or
 - (iii) any time when the Trustees, having first consulted the Board, resolve that exceptional circumstances exist which justify the grant of Awards;

“Group” means the Company and all of its Subsidiaries and the expression “member of the Group” shall be construed accordingly;

“London Stock Exchange” means the London Stock Exchange plc;

“Operative Period” means the period of ten years commencing on the Adoption Date;

“Participant” means an Eligible Employee who has been granted an Award or, where applicable, his personal representative;

“Plan” means the Barclays PLC Performance Share Plan approved by shareholders on the Adoption Date and as constituted by its rules;

“Release Date” means the date (or dates) specified in an Award Letter being a date (or dates) which is at least three years from the Award Date unless the Trustees determine otherwise on or after which Shares awarded to a Participant may in the absolute discretion of the Trustees be released to a Participant;

“Retirement Date” means the earliest date on which or age at which an Eligible Employee can be required to retire by any member of the Group;

“Shares” means ordinary shares in the capital of the Company (or such other class of shares as may represent the same as a result of any reorganisation, reconstruction or other variation of the share capital of the Company to which the provisions of the Plan may apply from time to time) PROVIDED THAT if such shares under an Award are to be released at any time when the Trustees do not hold such shares in the Company as a result of a corporate event described in clause 9, references to “Shares” in clauses 3, and 5 to 10 inclusive shall include any consideration received by the Trustees for any such shares under an Award which may otherwise have been released;

“Subsidiary” means any company over which for the time being the Company has Control and which is a subsidiary of the Company within the meaning of section 736 of the Companies Act 1985;

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“**Target Award**” means the expected value of an Award determined by the Trustees for the purposes of granting an Award to an Eligible Employee who they have selected in their absolute discretion to participate in the Plan PROVIDED THAT such expected value shall be:

- (a) based on market competitive practice for comparable positions differentiated to reflect individual performance; and
- (b) used by the Trustees having first consulted the Board to determine:
 - (i) the objective performance measures applicable to the release of Shares under the Award; and
 - (ii) the maximum number of Shares over which the Award may be granted;

“**Trust**” means the Barclays Group (PSP) Employees’ Benefit Trust established by the Trust Deed;

“**Trust Deed**” means the trust deed made between Barclays Bank (1) and Mourant & Co Trustees Limited (2) on 5 August 1996 as amended from time to time;

“**Trustees**” means the trustee or trustees for the time being of the Trust; and

“**UK Listing Authority**” means the UK Listing Authority within the meaning given to that expression in the Listing Rules made by the Financial Services Authority pursuant to its appointment as the relevant competent authority under the Official Listing of Securities (Change of Competent Authority) Regulations 2000.

- 1.2 Any reference in the Plan to a statutory provision shall include a reference to that provision as amended or re-enacted from time to time. Where the context permits the singular shall include the plural and vice versa and the masculine gender shall include the feminine.
- 1.3 If there is any conflict between the provisions of the Trust Deed and the provisions of the Plan, the provisions of the Trust Deed shall prevail.

2. GRANT OF AWARDS

- 2.1 Subject to the limitations specified in this clause 2 and in clause 4, the Trustees may in their absolute discretion having first consulted the Board during any Grant Period grant any Eligible Employee an Award in accordance with the rules of the Plan or on such other terms and conditions as the Trustees may determine.
- 2.2 The Trustees shall as soon as reasonably practicable on or after the Award Date notify the Eligible Employee of the grant of the Award in writing in an Award Letter. The Award Letter shall specify:
 - (a) the number of Shares in respect of which the Award is granted or the formula by which such number may be found;
 - (b) the Award Date;
 - (c) the Release Date; and
 - (d) any performance conditions imposed by the Trustees for the purpose of clause 5 which must be satisfied before the Trustees may consider releasing Shares under an Award to the Participant.
- 2.3 The grant of an Award shall not in any circumstances whatsoever:
 - (a) constitute the acquisition by a Participant of an interest in the Shares awarded to him, or the acquisition of a right to acquire the Shares awarded to him; or

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- (b) entitle a Participant to claim any interest in the Trust Fund or to compel the Trustees to pay or apply any of the capital or income comprised in the Trust Fund to or for the benefit of a Participant.
- 2.4 Until their release on the Release Date, a Participant shall have no interest in the Shares subject to his Award. A Participant shall not be entitled to any dividends or other distributions made in respect of the Shares awarded to him. A Participant shall have no right to vote in respect of the Shares subject to his Award, unless and until Shares under his Award are released to him. There shall be no consideration payable for the grant of an Award.
- 2.5 No Award shall be granted under the Plan after the expiry of the Operative Period.

3. DIVIDENDS

- 3.1 The Trustees may, in their absolute discretion, apply any dividends (net of any tax payable in respect of such dividends by the Trustees) which they receive in respect of any Shares which are available for release under any Award to purchase further Shares.
- 3.2 The Trustees may in their absolute discretion release such further Shares acquired pursuant to paragraph 3.1 (or Shares received by the Trustees as a result of the Trustees electing to receive any scrip dividend offered by Barclays) to a Participant at the same time as the release of any Shares available for release on the Release Date.

4. LIMITATIONS ON AWARDS

- 4.1 No Shares shall be issued to the Trustees to be held for the purposes of the Plan if this will result in the number of Shares which have been issued to the Trustees for such purposes during the previous ten years when aggregated with any other Shares issued or capable of being issued by way of subscription out of profits and with any other Shares issued or capable of being issued by way of subscription on the release of Shares awarded or exercise of options granted during the previous ten years under:
 - (a) Any Other Plan exceeding ten per cent of the Company's ordinary share capital then in issue; and
 - (b) Any Other Executive Plan exceeding five per cent of the amount of the Company's ordinary share capital then in issue.PROVIDED THAT for the purpose of applying the limits set out in clauses 4.1(a) and (b) the number of Shares which may be issued to the Trustees to be held for the purposes of the Plan shall be reduced by the number of notional Shares determined by the Board in the manner set out in clause 4.2.
- 4.2 For the purposes of the proviso to clause 4.1:
 - (a) the Board shall compute the number of BGI Shares which have been acquired on exercise of options granted under the BGI Plan in the relevant period or in respect of which options under the BGI Plan are currently outstanding (less any BGI Shares issued on the exercise of options granted under the BGI Plan but subsequently purchased by Barclays Bank or any other member of the Group); and
 - (b) the Board shall subject to such adjustment or variation as the Board shall in its absolute discretion consider appropriate convert such BGI Shares into a number

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of notional Shares by the application in relation to each such acquisition of or grant of options over, BGI Shares of the formula:

$\frac{A \times B}{C} = D$ where:

- A is the number of BGI Shares acquired by or under option to each relevant employee;
- B is the price per BGI Share at which such employee acquired or may acquire such number of BGI Shares;
- C is if and for so long as the Shares are admitted to the Official List of the UK Listing Authority the greater of the market value of a Share:
 - (a) on the date of grant of such options; and
 - (b) on the date of any determination by the Board for the purposes of this clause 4.2, calculated by the Board by reference to the middle-market quotations of a Share as derived from the Daily Official List of the UK Listing Authority or if the Shares are not so admitted on such other basis as the Board shall determine in its absolute discretion;
- D is the number of notional Shares represented by the BGI Shares acquired in the relevant period or in respect of which options are currently outstanding under the BGI Plan for the purposes of the proviso to clause 4.1.

4.3 No Award shall be granted to an Eligible Employee under the Plan if as a result the Target Award for that Award when aggregated with the Target Award for any other Award granted to such Eligible Employee in the same financial year of the Company would exceed the higher of 150% of such Eligible Employee's base salary or 75% of such Eligible Employee's base salary plus target bonus and where relevant, target bonus shall be determined for these purposes by the Trustees in their absolute discretion having first consulted the Board.

5. **RELEASE OF SHARES AND RELEASE OF SHARES ON THE RELEASE DATE**

- 5.1 Subject to clauses 5.4 and 5.5, the Trustees shall on any Release Date if either a Participant ceases to be employed by a member of the Group as described in clause 7 or there is a corporate event as described in clause 8, determine in their absolute discretion having first consulted the Board whether or not:
- (a) in relation to clauses 4.2 and 8 only the Participant is an employee of the Barclays Group; and
 - (b) any performance conditions set when the Award was granted pursuant to clause 2.2 (or such other performance condition which may be set from time to time by the Trustees after consultation with the Board) have been satisfied PROVIDED THAT the Trustees may in their absolute discretion having consulted the Board waive such performance conditions if they consider in their absolute discretion that there are exceptional circumstances which would justify such a waiver.
- 5.2 Subject to clauses 5.4 and 5.5, if the Trustees determine on any Release Date that clauses 5.1(a) and, if relevant, (b) are satisfied, the Trustees may in their absolute

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discretion release to the Participant in accordance with clause 6 the number of Shares specified in the Award Letter as available for release to the Participant on or as soon as reasonably practicable after the relevant Release Date, including any Shares acquired by the Trustees as described in clause 3.

- 5.3 Subject to clauses 5.4 and 5.5, if the Trustees determine on any Release Date that clauses 5.1(a) and if relevant (b) are not satisfied, the Trustees may in their absolute discretion release to the Participant in accordance with clause 6:
- (a) the number of Shares specified as available for release to the Participant on or after the Release Date together with any Shares acquired by the Trustees pursuant to clause 3; or
 - (b) a lower number of such Shares; or
 - (c) no Shares at all.
- 5.4 If the Trustees or a Participant are restricted by statute, order, regulation or otherwise (including a restriction resulting from the application of the Model Code for transactions in securities by directors or any comparable code adopted by the Company) from releasing or receiving Shares the Trustees shall only consider the release of Shares to a Participant on or within one month after the lifting of such restrictions;
- 5.5 Notwithstanding anything in the Plan to the contrary Shares under Award shall be actually or constructively received by a Participant by the later of:
- (a) the date that is 2 1/2 months from the end of the Participant's first taxable year in which Trustees determine in their absolute discretion to release Shares under an Award to the Participant; or
 - (b) the date that is 2 1/2 months from the end of the Company's first taxable year in which the Trustees determine in their absolute discretion to release Shares under an Award to the Participant.

6. MANNER OF RELEASE OF SHARES AND RIGHTS OF A PARTICIPANT ON RELEASE

- 6.1 If the Trustees determine that Shares shall be released to a Participant pursuant to clauses 5, 8 or 9, the Trustees shall as soon as reasonably practicable release to a Participant the number of Shares available for release under the Award determined in accordance with clauses 5, 8, 9 and 10 in such form and manner as the Trustees shall from time to time prescribe in which case:
- (a) the Trustees shall inform the Participant of the release of Shares to him within 28 days of such release; and
 - (b) the Participant shall from the date of such determination become beneficially entitled to such Shares and shall have the right to receive all dividends paid to the Trustees on such Shares on or after their release (net of any tax payable on such dividends by the Trustees) and the right to direct the Trustees as to voting in respect of such Shares and the Trustees shall vote in accordance with any such instructions.

PROVIDED THAT:

- (a) if the Trustees so require, the Participant shall enter into an election to be made jointly with his Employing Company pursuant to section 431 of the Income Tax (Earnings and Pensions) Act 2003 for the Shares to be treated as if they are not restricted securities for the purposes of Chapter 2, Part 7, Income Tax (Earnings and Pensions) Act 2003;

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- (b) subject to clause 6.2, the Participant shall pay in such manner as the Trustees may from time to time prescribe any such additional amount of which the Trustees may notify the Participant in respect of any deduction on account of tax or similar liabilities as may be required by law which may arise on the release of Shares to him; and
 - (c) any Shares which are not so released shall cease to be available for release.
- 6.2 The Trustees may sell, or procure the sale of, such number of Shares which have been released to a Participant or in respect of which his Award is exercised to meet any obligation of the Trustees, any member of the Group or any other person to deduct tax or employee's social security contributions arising in respect of the release of Shares under his Award to the Participant.
- 6.3 The Trustees shall within 30 days after the date of the release of Shares to a Participant transfer or procure the transfer of the appropriate number of Shares to the Participant (or to his nominee at the Participant's written direction) and shall procure delivery to the Participant (or to his nominee, as appropriate) of a definitive share certificate in respect thereof (or such other evidence of allotment and issue as may be prescribed by the Board where such allotment and issue is by means of a relevant system, as defined in Regulation 2(1) of the Uncertificated Securities Regulations 2001).

7. LIMITATION ON RELEASE OF SHARES

Subject to clauses 5, 8 and 9, Shares under an Award may be released to a Participant who has ceased to be an Eligible Employee.

8. RELEASE OF SHARES ON CESSATION OF EMPLOYMENT

- 8.1 Subject to clauses 5.1, 5.4, 5.5 and 10 unless Shares under an Award may be released before its Release Date under clauses 8.2, 8.3, 8.4 and 9, Shares under an Award may only be released on or as soon as reasonably practicable after its Release Date. Any Award in respect of which Shares are not so released shall lapse.
- 8.2 Subject to clauses 5.1, 5.4, 5.5 and 10, if a Participant dies the Trustees may having first consulted the Board release to the Participant's personal representatives, his wife (or her husband), children under the age of 18 or step-children under the age of 18 the Shares available for release under his Award as soon as reasonably practicable after the Participant's death in accordance with clause 6. Any Award in respect of which Shares are not so released shall lapse.
- 8.3 Subject to clauses 5.1, 5.4, 5.5 and 10, if a Participant ceases to be employed by the Group by reason of:
- (a) injury;
 - (b) disability;
 - (c) ill health;
 - (d) dismissal for redundancy within the meaning of the Employment Rights Act 1996;
 - (e) retirement on or after his Retirement Date;
 - (f) the company by which he is employed ceasing to be a member of the Group; or
 - (g) the undertaking in which he is employed being transferred to a transferee which is not a member of the Group,

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the Trustees may having first consulted the Board release to the Participant the Shares available for release under his Award on or after the Release Date in accordance with clause 6 PROVIDED THAT if a Participant ceases to be employed by the Group before the Release Date other than by reason of retirement on or after his Retirement Date the Trustees may in their absolute discretion having first consulted the Board release the Shares available for release under his Award to the Participant as soon as reasonably practicable after the date of such cessation. Any Award in respect of which Shares are not so released shall lapse.

- 8.4 Subject to clauses 5.1, 5.4, 5.5 and 10, if a Participant ceases to be employed by the Group for any reason other than one of the events specified in clauses 8.2 or 8.3, his Award shall lapse unless the Trustees in their absolute discretion, having first consulted the Board, determine otherwise in which case the Trustees may release to the Participant the Shares available for release under his Award on or after the Release Date in accordance with clause 6 PROVIDED THAT if a Participant ceases to be employed by the Group before the Release Date, the Trustees may in their absolute discretion, having first consulted the Board release the Shares available for release under his Award to the Participant as soon as reasonably practicable after the date of such cessation. Any Award in respect of which Shares are not so released or which is not so exercised shall lapse.
- 8.5 For the purposes of this clause 8, where a Participant's employment is terminated without notice or on terms in lieu of notice it shall be deemed to cease on the date on which the termination takes effect and where such employment is terminated with notice it shall be deemed to cease upon the date on which that notice expires.

9. TAKE-OVER AND LIQUIDATION

9.1 Clause 9.2 shall apply:

- (a) if any person obtains Control of the Company as a result of making:
- (i) a general offer to acquire the whole of the issued share capital of the Company (other than that which is already owned by such person) made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or
 - (ii) a general offer to acquire all the Shares (or such Shares as are not already owned by such person); or
- (b) if under section 425 of the Companies Act 1985 the Court sanctions a compromise or arrangement between the Company and its creditors or its members which, if it becomes effective, will result in a person obtaining Control of the Company.

9.2 Subject to clauses 5.1, 5.4, 5.5 and 10, the Trustees may release the Shares available for release under his Award to a Participant at any time during the appropriate period as defined in clause 9.3. Any Award in respect of which Shares are not so released shall lapse.

9.3 The appropriate period referred to in clause 9.2 is:

- (a) in a case falling within clause 9.1(a), a period commencing on the date when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made is satisfied and ending on the earlier of:
- (i) six months after such date; and

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(ii) 30 days before the last date on which the person making the offer is permitted to issue a notice pursuant to section 429 of the Companies Act 1985; and

(b) in a case falling within clause 9.1(b), a period of six months commencing with the date when the Court sanctions the compromise or arrangement.

- 9.4 Subject to clauses 5.1, 5.4, 5.5 and 10, if the Company gives notice of a general meeting to consider a resolution for the voluntary winding up of the Company (the “**resolution**”) the Trustees shall release the Shares available for release under his Award to the Participant PROVIDED THAT any release of Shares under an Award pursuant to this clause 9.4 shall be conditional upon the resolution being duly passed. If the resolution is defeated or withdrawn, the Award shall be unaffected. If the Trustees release the Shares under his Award to a Participant pursuant to this clause 9.4 he shall be entitled to share in the assets of the Company with existing holders of the Shares in the same manner as if the Shares had been registered in his name before the resolution was passed.
- 9.5 Subject to clauses 5.1, 5.4, 5.5 and 10, if, in the opinion of the Trustees, the Company will be affected by any demerger, dividend in specie, special dividend or other transaction which will adversely affect the current or future value of any Award, the Trustees may depending on the form of the Award, acting fairly, reasonably and objectively, release the Shares available for release under all such Awards to Participants on such event happening.
- 9.6 On the commencement of any liquidation of the Company (subject to clause 9.4 and otherwise than in connection with a compromise or arrangement as referred to in clause 9.1(b)) the Award shall lapse.

10. EXTENT TO WHICH SHARES UNDER AN AWARD MAY BE AVAILABLE FOR RELEASE ON CESSATION OF EMPLOYMENT, TAKE-OVER AND LIQUIDATION

If pursuant to clauses 8 or 9 the Trustees may release Shares to a Participant under his Award the maximum number of Shares which may be released by the Trustees under his Award is calculated in accordance with the following formula (rounded down to the nearest whole Share), unless the Trustees in their absolute discretion, having first consulted the Board, permit him to acquire a greater number of Shares.

$$A \times \frac{B}{C}$$

Where A = the number of Shares originally subject to the Award;

B = the number of completed calendar months which have elapsed from the Award Date (including the calendar month in which the Award Date falls) to: the date of cessation of employment; the time when Control is obtained under clause 9.1; or the passing of the resolution in 9.6 as the case may be; and

C = 36.

11. VARIATIONS IN THE SHARE CAPITAL OF THE COMPANY

- 11.1 Subject to clause 11.2, in the event of any increase or variation of the share capital of the Company (whenever effected) by way of capitalisation, rights issue, sub-division, consolidation or reduction of capital or any other method, the Trustees may make such adjustment as they consider appropriate to the number of Shares subject to any Award.

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- 11.2 Any adjustment under clause 11.1 shall be subject to the Auditors confirming that such adjustment is in their opinion fair and reasonable.
- 11.3 The Trustees shall give notice in writing to a Participant of any adjustment made pursuant to clause 11.1 as soon as practicable following the making of such adjustment. The Trustees shall be entitled to call in the deed evidencing the grant of an Award affected by such adjustment for endorsement or replacement as they may consider appropriate.
- 12. ADMINISTRATION OF THE PLAN**
- 12.1 The Plan shall be administered by the Trustees whose decision on any matter connected with the Plan shall be final and binding.
- 12.2 The Trustees shall determine any dispute about the rights and obligations of any person under the Plan or any question concerning the construction or effect of the Plan or any other question in connection with the Plan and their determination shall be final and binding on all persons.
- 12.3 The Board may from time to time make recommendations to the Trustees with regard to the making of Awards, the choice of Participants, performance conditions or Release Dates. The Trustees shall consider all such recommendations but shall not be bound to follow such recommendations nor shall the Trustees be required to give reasons for any refusal to follow them.
- 13. AMENDMENT OF THE PLAN**
- 13.1 Subject to clause 13.2, the Trustees, having first consulted the Board, shall at any time be entitled to amend by resolution all or any of the provisions of the Plan.
- 13.2 Subject to:
- (a) any adjustment made pursuant to clause 11; and
 - (b) clause 13.3;
- the definitions of “Eligible Employee” and “Target Award”, the limits in clause 4, clause 11 and this clause 13 and the rights attaching to Shares transferred under the Plan shall not be amended to the advantage of existing or future Participants without the prior approval by ordinary resolution of the members of the Company in general meeting.
- 13.3 Clause 13.2 shall not apply to any amendment which:
- (a) is necessary to take account of a change in legislation or to obtain or maintain favourable taxation, exchange control or regulatory treatment of the Company, any Subsidiary or any Participant; or
 - (b) is a minor amendment which is necessary or desirable to benefit or facilitate the administration of the Plan.
- 13.4 Notwithstanding any other provisions of the Plan the Trustees may, in respect of Awards granted to Eligible Employees who are or may become subject to taxation outside the United Kingdom on their remuneration, amend the provisions to the Plan and the terms of Awards as they consider necessary or desirable to take account of, mitigate or comply with relevant overseas taxation, securities or exchange control laws PROVIDED THAT the terms of Awards granted to such Eligible Employees are not overall more favourable than those of Awards granted to other Eligible Employees

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14. GENERAL PROVISIONS

14.1 Terms of office or employment

The rights and obligations of any Participant under the terms of his office or employment with any member of the Group shall not be affected by his participation in the Plan or any right which he may have to participate in it. The Plan shall not entitle a Participant to any right to continued employment or any additional right to compensation in consequence of the termination of his employment.

14.2 Tax and other similar liabilities

Any liability of a Participant to taxation or social security contributions or similar liabilities in respect of an Award shall be for the account of the relevant Participant. The Trustees may make an Award and the transfer of Shares pursuant to it conditional on the Participant complying with arrangements specified by the Trustees for the payment of any taxation, employee's social security contributions or employer's social security obligations (including, without limitation, the deduction of taxation at source).

14.3 Auditors as experts

In any matter in which they are required to act under the Plan, the Auditors shall be deemed to be acting as experts and not as arbitrators.

14.4 Notices

Any notice or other communication under or in connection with the Plan may be given by personal delivery, electronically or by sending the same by post in the case of a company to its registered office, in the case of the Trustees, to their registered address and in the case of an individual to his last known address, or, where he is a director or employee of any member of the Group, either to his last known address or to the address of the place of business at which he performs the whole or substantially the whole of the duties of his office or employment. Where a notice or other communication is given by first-class post, it shall be deemed to have been received 48 hours after it was put into the post properly addressed and stamped.

14.5 Regulation

Every Award shall be subject to the condition that no Shares shall be released to or transferred to a Participant following the release of Shares under Award if such release or transfer would be contrary to any enactment or regulation for the time being in force of the United Kingdom or any other country having jurisdiction in relation thereto. The Trustees shall not be bound to take any action to obtain the consent of any government or authority to such transfer or to take any action to ensure that any such transfer shall be in accordance with any enactment or regulation if such action could in the opinion of the Trustees be unduly onerous.

14.6 Data Protection provisions

- (a) The Company and the Trustees will store and process information about a Participant on their computers and in other ways. By "information about a Participant" the Company and the Trustees mean personal information they have obtained from the Participant, the Group employing company and any other Group companies or other organisations in anticipation of a Participant's participation in the Plan and during the term of the Plan.
- (b) The Company and the Trustees will use information about a Participant to manage and administer the Plan, give the Participant information about the Plan

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and his Award, to develop and improve their services to the Participant and other customers and to protect their interests. The Trustees agrees to apply the same levels of protection to information about a Participant as the Company is required to apply in the UK.

- (c) The Company and the Trustees may give information about a Participant and his participation in the Plan to the following:
- (i) a Participant's Group employing company and its agents or service providers where disclosure is necessary to enable the Company or the Trustees to discharge their duties and obligations in the management and administration of the Plan (including any disclosure of information as may be necessary to enable the Group employing company to comply with the requirements of any relevant tax, social security or other governmental authority). (For the purposes of this clause "Group employing company" includes any company or other entity of the Group who may become the Participant's employer during the term of the Plan and any other company or entity which has a duty to comply with any requirements imposed by any relevant tax, social security or other governmental authority in connection with his participation in the Plan.)
 - (ii) people who provide a service to the Company or the Trustees or are acting as their agents on the understanding that they will keep the information confidential.
 - (iii) anyone to whom the Company or the Trustees transfers or may transfer its rights and duties under the Plan.
 - (iv) where the Company or the Trustees has a duty to do so or if the law allows the Company or the Trustees to do so (including any relevant tax, social security or other governmental authority)

Otherwise the Company and the Trustees will keep information about a Participant confidential.

- (d) If the Company or the Trustees transfer information about a Participant to a service provider or agent in another country, they will procure that the service provider or agent agrees to apply the same levels of protection as the Company and the Trustees are required to apply in the UK and other EU jurisdictions and to use information about a Participant only for the purpose of providing the service to the Company or the Trustees.

14.7 Governing Law

The Plan shall be governed and construed in accordance with English law.

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BARCLAYS PLC

**APPENDIX TO THE
RULES**

of the

**BARCLAYS PLC
PERFORMANCE SHARE PLAN
APPLICABLE TO THE GRANT OF PROVISIONAL ALLOCATIONS
UNDER CLAUSE 2.1(a) OF THE PLAN**

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DATED 7th June 2006

GRACECHURCH SERVICES CORPORATION
(a subsidiary of Barclays Bank PLC)

- and -

FREDERIK SEEGER

EMPLOYMENT CONTRACT and ASSIGNMENT AGREEMENT

This Agreement is made the seventh day of June 2006

BETWEEN:

- (1) **GRACECHURCH SERVICES CORPORATION** of 200 Park Avenue, New York, NY 10166 (the Company); and;
- (2) **FREDERIK SEEGERS**, (you).

“Employment” means your employment on the terms of this Employment Contract (“Contract”) and Assignment Agreement.

For the avoidance of doubt, in the event of a conflict between the terms of this Employment Contract and Assignment Agreement and those of any schedule attached, the schedule shall take precedence.

1. PRE-EMPLOYMENT CONDITIONS

- 1.1 Your Employment is subject to and conditional upon the completion of pre-employment medical, receipt of references to our reasonable satisfaction and credit checks, approval by the FSA, and you having lawful authority to work in the United Kingdom. These recruitment procedures will be carried out by or on behalf of Barclays. You will be notified when these conditions have been satisfied prior to your resignation from your current employment (with the exception of FSA approval, which requires you to be in employment to be obtained).
- 1.2 You hereby warrant that as at the Start Date (as hereinafter defined):
 - (a) you will not be precluded or restricted by virtue of any term of any agreement, undertaking or court order from entering into this Contract or undertaking or properly performing any of the duties of your Employment with Barclays;

- (b) you will be entitled to work in the UK without any additional approvals or consents and you will notify Barclays immediately if you cease to be so.

2. APPOINTMENT AND TERM

This Contract shall take effect on the date this Contract and Assignment Agreement are signed by you. Your Employment and period of continuous employment will start on a date to be agreed with Barclays in writing and shall be a date on which you are lawfully able to commence employment and properly perform all of your duties without breach of any legal obligation to any third party (the "Start Date").

3. TERMINATION

- 3.1 The Company may terminate your Employment at any time for any reason, or for no reason, upon twelve (12) months' prior written notice to you and you may terminate your Employment at any time upon six (6) months' prior written notice to the Company; provided, however, that the Company may elect to place you on paid leave for no more than six (6) months of the applicable notice period, and provided further, that if your Employment is terminated by the Company for Cause, then your Employment may be terminated immediately without any prior notice or payment to you (other than any amounts required to be paid to you under applicable law).
- 3.2 "Cause" shall mean a fair dismissal for gross misconduct as defined by English law.
- 3.3 In addition to being able to terminate your Employment for Cause without giving the prior notice contemplated by Section 3.1, the Company may terminate your Employment without prior notice upon making an immediate payment to you of an amount equal to one year's total annual compensation (12 months' salary and other benefits and annual bonus as defined in clause 3.4 below) in equal installments at such time(s) as you would have received such payment(s) of basic salary had you been

required to work for the whole of such period (unless you continue Employment elsewhere within the Barclays Group, in which event no payment will be due to you). For the avoidance of doubt any amount payable under this clause shall be less appropriate deductions and withholdings as required by law. You acknowledge and accept your obligation to mitigate your loss by seeking comparable new employment. If you commence alternative employment or your services are employed during the period in which payments are due, the Company reserves the right to cease further payment.

3.4 For the purposes of clause 3.3, “bonus” will be calculated as:

- (a) the mean average value of the annual bonuses which you have received in respect of the three completed financial years preceding termination of your Employment under clause 3.3 above or, If you have been employed for less than three years, the average of those bonuses you have received; and
- (b) an annual bonus under clause 5.1 of the Assignment Agreement pro rated for the period of the financial year until the date on which the Company exercises its discretion to give notice under clause 3 of the Employment Contract or, if later, the date on which you cease to provide services to the Barclays Group provided that this shall be no later than the date you cease employment Payment of annual bonus will be made in a lump sum no later than 28 February following the end of the relevant financial year.

3.5 If your Employment is terminated or you are given notice of termination at any time except for Cause, and clause 3.3 does not apply, you will in addition to any other payments owing to you receive a full bonus for the financial year in which your Employment is terminated. The bonus shall be calculated as an average of the annual bonus you have received pursuant to clause 5.1 of the Assignment Agreement in the preceding 3 years or if you have been employed for less than 3 years the average of those bonuses you have received.

- 3.6 If your authority, duties, responsibilities or title either under your Employment or your Assignment are at any time materially diminished you shall be entitled to provide written notice of the immediate termination of your employment and shall be entitled to receive, payable as a debt, a sum equivalent to that payable should the Company exercise its rights pursuant to clause 3.3.
- 3.7 On termination for whatever reason of your Employment within the Barclays Group, you will deliver to the Company all papers, tapes and records (in whatever medium) relating to your Employment and all property of the Barclays Group in your possession or under your control and resign any appointments as director that you may hold in any Barclays Group company.

4. DUTIES

You shall perform such duties and exercise such powers in relation to the business of the Company and those companies which are (or which become during the term of this Contract) subsidiaries or associated companies of Barclays PLC (the "Barclays Group") as may reasonably be assigned to or vested in you from time to time and which are consistent with your present scope and breadth of duties and your status, and you will at all times and in all respects comply with the reasonable directions made by the applicable members of the Barclays Group. By signing this letter, you accept Employment by the Company and agree to faithfully serve the Barclays Group and to devote your full working time and efforts, to the best of your ability, experience and talent, to the performance of services, duties and responsibilities in connection therewith. It may become necessary to require you to work in different divisions, sections or offices of the applicable members of the Barclays Group. You may also at some time in the future be asked to work in an overseas office and you agree not to unreasonably refuse such request subject to agreement of relocation terms for you and your dependants. By accepting this offer of Employment you acknowledge your acceptance of this obligation of flexibility.

5. REMUNERATION

The Company shall pay you a gross base salary at the annual rate of £700,000 which will be reviewed annually at the same time as the majority of other executive directors. This will be paid to you monthly into a Barclays Bank account and shall be subject to such deductions and withholdings as required by law. On the recommendation of an entity to which you are assigned, your gross salary during your assignment may be increased.

6. BENEFITS

- 6.1 In consideration for the other provisions governing your Employment, you agree not to participate in any employee benefit plan or arrangement maintained or sponsored by Barclays Bank PLC (or any of its past, present or future divisions or affiliates) in the United States, including, without limitation, plans not yet established. Accordingly, you agree to voluntarily make a one-time irrevocable election to not participate in any such plans or arrangements and you further agree to release the Barclays Group and affiliated entities and individuals from any claims you may ever have in relation to such waiver (in the form of the waiver and release attached hereto as Schedule 2), with the exception of:
 - 6.1.1 membership of the Barclays International CIGNA Plan (which, for the avoidance of doubt, shall cover your spouse and dependent children); and
 - 6.1.2 participation in the Barclays Aetna Dental Plan (which, for the avoidance of doubt, shall cover your spouse and dependent children).
- 6.2 The Company shall procure life insurance for you during your Employment delivering death benefits of four times your salary upon your death.

6.3 The Company will provide you with retirement benefits through a non-pensionable salary supplement of 25% gross of base salary (subject to such deductions and withholdings which may be required by law) or direct contributions to the alternative pension arrangement of your choice, provided such arrangement shall be approved by Barclays, which shall not unreasonably withhold its consent. You may change your choice of pension arrangement at any time by giving one month's notice to the Company.

7. LEGAL FEES

The Company shall, within 14 days of receipt by it of an appropriate copy VAT invoice addressed to you but payable by the Company, pay to your solicitors, Taylor Wessing, your legal expenses relating to your exit from your old employer and the negotiation and preparation of this Contract of £25,000 plus VAT and an additional sum to your New York lawyers, Outten Golden, of US \$3,000.

8. CONFIDENTIAL INFORMATION

During the term of this Contract and at all times thereafter, you shall not (without the Company's prior written consent or as specifically provided in any Barclays Group Assignment Agreement to which you are a party) disclose or make accessible to any other person or entity any Confidential information pertaining to the business of any member of the Barclays Group, except (i) in accordance with the terms of any Barclays Group Assignment Agreement to which you are a party, or (ii) when required to do so by applicable law. "Confidential Information" shall mean non-public information concerning the financial data, business plans, product development (or other proprietary inventions, improvements or product data), customer lists and other non-public, proprietary and confidential information of any member of the Barclays Group, which has come to your knowledge during the course of your Employment by the Company or the course of your Assignment pursuant to any Barclays Group Assignment Agreement to which you are party, that is not otherwise available to the public. Except as required by law, you will not publicly disclose the contents of this Contract or any Barclays Group Assignment Agreement to which you are a party, save to your professional advisers for the purposes of taking advice and to your spouse or partner. However, nothing in this Contract or any Assignment Agreement will operate to prohibit you from providing truthful information concerning the Barclays Group to governmental, regulatory or self-regulatory authorities.

9. MISCELLANEOUS

- 9.1 If any provision of this Contract shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof which shall remain in full force and effect.
- 9.2 This Contract shall be binding and inure to the benefit of the heirs and representatives of you and the assigns and successors of the Company, but neither this Contract nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by you (except by will or by operation of the laws of intestate succession) or by the Company, except that the Company may assign this Contract to any member of the Barclays Group or to any successors (whether by merger, purchase or otherwise) to all or substantially all of the stock, assets or businesses of the Company.
- 9.3 Where the context of this Contract requires, the respective rights and obligations of the parties shall survive any termination or expiration of the term of your Employment.
- 9.4 This Contract shall take precedence over and control in the event of any conflict between this Contract and any of the Company's plan documents or program documents.

9.5 The respective rights and obligations of the parties hereunder shall survive any termination of this Contract to the extent necessary to the intended preservation of such rights and obligations. The provisions of this Clause are in addition to the survivorship provisions of any other section of this Contract.

10. GOVERNING LAW

Save in relation to the references to English law, this Contract will be construed, interpreted and governed in accordance with the laws of the State of New York; provided, however, in the event that any Assignment Agreement to which you are party provides that the laws of any jurisdiction other than the State of New York shall apply to such Assignment Agreement, such provision in the Assignment Agreement shall control with respect to the Assignment Agreement. The parties agree that the courts and employment tribunals of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Contract.

11. ENTIRE AGREEMENT

This Contract, together with the Assignment Agreement attached, constitute the entire agreement between you and the Company with respect to the subject matter hereof, and may only be amended by a written agreement between you and the Company.

Signed by a duly authorised signatory on behalf of:

Gracechurch Services Corporation
200 Park Avenue
New York, NY 10166

By:  _____

Date: 7 June 2006

I accept the offer of employment and agree to this Contract's terms.

Name: /s/ Frederik Seegers

Date: 7 June 2006

Frederik Seegers

ASSIGNMENT AGREEMENT

Dear Mr Frederik Seegers

1. General Terms

This Agreement sets forth the terms governing your assignment (your "Assignment") to Barclays Bank PLC in the UK. During your Assignment, the terms of your employment contract (as such may be amended from time to time, your "Contract") with Gracechurch Services Corporation (the "Company") will apply. You will also remain an employee of the Company and will be subject to the ultimate right of the Company to direct and control your activities provided that your duties are always commensurate with your status; however, you will be seconded to Barclays Bank PLC. Capitalized terms not otherwise defined herein will have the same meanings as set forth in the Contract.

2. Term

This Agreement shall be effective as of the Start Date (subject to you maintaining your required work authorisation and any required regulatory qualifications and permissions), and shall terminate on the earlier of (a) the date your Employment with the Company terminates, or (b) the date Barclays Bank PLC terminates your Assignment.

3. Duties During Assignment

You will be employed as Chief Executive Officer, Global Retail and Commercial Banking. Your duties as a director of Barclays PLC and Barclays Bank PLC are subject to the Articles of Association of the relevant company for the time being. You shall perform your duties primarily from Barclays Bank PLC's facilities at 1 Churchill Place, Canary Wharf, London, UK, or such other locations you may reasonably be assigned to by Barclays Bank PLC. However, by signing this Agreement, you acknowledge and agree that from time to time, in the ordinary course of Barclays Bank PLC's business, you will be required to travel, and you hereby agree to undertake such travel.

4. Salary

Your salary will be as set out in clause 5 of your Employment Contract.

5. Incentives

- 5.1 Subject to clause 3.5 of the Employment Contract Barclays Bank PLC operates a discretionary bonus scheme for its employees. The Company may, on the recommendation of Barclays Bank PLC, make a bonus payment to you. Any such payment will be contingent upon your performance of your duties hereunder in accordance with the standards reasonably established by the management of Barclays Bank PLC. Entitlement to any discretionary bonus is subject to your continuing to be employed by a member of the Barclays Group without any notice of termination of your Employment being in effect at the time that payment is due to be made or shares are due to be released.
- 5.2 You may also be considered for awards under the Barclays PLC Executive Share Award Scheme and the Barclays PLC Performance Share Plan in the performance years after 2006. The 2006 performance year is addressed in Schedule 1.

6. Benefits

In accordance with Barclays Bank PLC's and/or the Company's generally applicable policies and procedures:

- 6.1 You will be eligible to participate in the Barclays car scheme, which provides the option of a car for personal and business use or a non-pensionable cash alternative of no less than £8,800 per annum, which will be payable subject to income tax and National insurance contributions, as appropriate.

- 6.2 If the Board decides in its discretion to operate and so long as you satisfy the eligibility criteria, you may participate in either or both of the Barclays Group SAYE Share Option Scheme (“Sharesave”) and the Barclays PLC Share Incentive Plan (“Sharepurchase”) in accordance with the rules of the schemes.
- 6.3 Participation in any insurance scheme is conditional on you satisfying any applicable requirements of the insurers and your participation may be excluded where in Barclays reasonable opinion your health or age is such that cover can only be provided on the basis that exceptionally high premiums are imposed or levied by the insurer.

6.4 Holidays

- 6.4.1 During your Employment, in addition to UK Bank and UK Public Holidays, you shall be entitled to 30 working days’ paid holiday during each holiday year, which runs from 1 March to the end of February the following year. Your holiday dates must be agreed with the Group Chief Executive. Regulation 15(1- 4) of the Working Time Regulations 1998 (dates on which leave is taken) do not apply. You may not carry forward any unused part of your holiday entitlement to a subsequent holiday year without the written consent of your manager and subject to 6.4.2 you will not be paid in lieu of any accrued yet untaken holiday.
- 6.4.2 If your Employment begins or ends during a holiday year, your holiday entitlement will be recalculated as 2.5 days’ holiday for each completed month worked in the year. If on termination of your Employment you have taken less holiday than your accrued entitlement, you will be paid salary in lieu of any accrued untaken holiday. If you have taken more holiday than accrued entitlement, you will have to repay to Barclays any salary received in excess of your proportionate holiday entitlement One day’s holiday pay will be deemed to be 1/260th of your annual basic salary.

6.4.3 Barclays reserves the right to require you to take any outstanding holiday during any period of notice of termination of your Employment or to make a payment in lieu of that outstanding holiday.

7. Sickness or Injury

- 7.1 If you are prevented by reason of illness or injury from performing your duties in full you shall report this fact promptly by telephone on the first morning of absence or as soon as reasonably practical thereafter. You must complete a self-certification sickness form on your return. If the absence continues for five or more working days you shall provide an appropriate medical certificate from your doctor in the manner required by the rules of the Company and thereafter submit a further appropriate medical certificate at weekly intervals during the whole period of absence.
- 7.2 If you are unable to perform your duties in full by reason of illness or injury then you shall be entitled during that time to receive your full salary and other benefits, inclusive of any entitlement to Statutory Sick Pay (SSP) you may have.

8. Termination of Employment Due to Death

In the event of a termination of your Employment due to death, your estate will receive the proceeds of life insurance in the amount of four times your salary. In such an event, your estate will receive no further payments of salary or bonus save as has already accrued to the date of death. The Company will exercise reasonable discretion in making a payment to your estate equivalent to the pro-rated bonus you would have earned for that part of the current performance year for which you were employed.

9. Taxes

You will be responsible for actual employee taxes incurred in respect of your Company sourced and personal income, and shall indemnify and hold the Company and all of the members of the Barclays Group harmless from any losses they may suffer as a result of your failing to pay any taxes you are obligated to pay.

10. Compliance

While on Assignment, you are required to comply with any rules and regulations of any authority which regulates the business of any member of the Barclays Group in any relevant jurisdiction, including the Barclays Group Share Dealing Code. Any breach or cumulative breaches about which you have received prior warning of such rules or regulations which cannot be remedied could lead to termination of your Assignment and/or your Employment with the Company (without notice or any additional payments). In addition, you will be required to comply with Barclays Bank PLC's standards for work performance and business conduct at all times, and any failure or cumulative failures about which you have received prior written warning on your part to do so will be handled under the terms of Barclays Bank PLC's disciplinary procedure by Barclays Bank PLC's local management.

11. Intellectual Property

- 11.1 You will promptly disclose to Barclays Bank PLC and keep confidential all inventions, processes, copyright works, designs, technical know-how or any other materials whatsoever conceived, developed or made by you at any time in the course of your Employment (whether or not conceived, developed or made during normal working hours and whether before or after the date of this Agreement and whether or not alone or in conjunction with others) (the "Works"). You acknowledge that all Works and all Intellectual Property rights therein shall belong to and vest in Barclays Bank PLC absolutely.
- 11.2 You will hold all such Works and Intellectual Property rights in trust for Barclays Bank PLC to the extent that the Works and all Intellectual Property rights therein may not be and until the Works and all Intellectual Property rights therein are vested absolutely in Barclays Bank PLC. You assign to Barclays Bank PLC all current and future copyright, database rights and design rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights.
- 11.3 You unconditionally and irrevocably waive your rights to be identified as the author of the Works and not to have the Works subject to derogatory treatment.
- 11.4 You will do everything necessary or desirable at Barclays Bank PLC expense to vest the Works and Intellectual Property rights fully in Barclays Bank PLC and/or to secure patent or other appropriate forms of protection for the Intellectual Property rights in the Works. Decisions as to the protection or exploitation of any of the Works and the intellectual Property rights therein shall be in the absolute discretion of Barclays.

12. Nondisclosure of Confidential Information

- 12.1 During the term of your Assignment you shall not (without the prior written consent of the Chief Executive of Barclays Bank PLC) disclose or make accessible to any other person or entity any Confidential Information pertaining to the business of Barclays Bank PLC or any member of the Barclays Group, except (i) while assigned to Barclays Bank PLC, in the business of and for the benefit of Barclays Bank PLC, or (ii) when required to do so by applicable law. "Confidential Information" shall mean non-public information concerning the financial data, business plans, product development (or other proprietary inventions, improvements or product data), customer lists and other non-public, proprietary or confidential information of Barclays Bank PLC and each other member of the Barclays Group, which has come to your knowledge during the course of your Employment by the Company or during the course of your Assignment, and that is not otherwise available to the public. Except as required by law, you will not publicly disclose the contents of this Agreement save to your spouse or partner.
- 12.2 On termination for whatever reason of your Assignment, upon direction you (or your personal representative) will deliver to Barclays Bank PLC all papers, tapes and records (in whatever medium) relating to your Assignment and all property of Barclays Bank PLC and each other member of the Barclays Group that is in your possession or under your control.

13 Restrictive Covenants

- 13.1 You shall not without the prior written consent of the Board of Barclays Bank PLC (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Barclays Group) either on your own behalf or on behalf of any other person, firm or company:
- 13.1.1 for a period of 6 months from the date of termination of your Employment (for any reason) be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business within the European Union or the United States of America which is competitive or likely to be competitive with any business of the Barclays Group in the provision of banking or financial services and which is carried on by the Group as at the date your Employment terminates; and

13.1.2 for a period of 12 months from the termination of your Employment for any reason (on your own account or on behalf of any person, firm or company) (directly or indirectly) canvass or solicit business for products or services similar to those being offered by the Barclays Group from any person, firm or company who is or has been a customer of the Barclays Group in the 12 months prior to the termination of your Employment and with whom you had material dealings in respect of banking facilities or other products or services provided by the Barclays Group during that period; and

13.1.3 for a period of 12 months from the termination of your Employment for any reason (directly or indirectly) induce or attempt to induce or entice away any director, officer or employee of executive status to leave the employment of the Barclays Group and with whom you had material dealings in the 12 months prior to the termination of your Employment.

13.2 You agree that the provisions of this Section are reasonable and further agree that if a final judicial determination is made by a court of competent jurisdiction that the duration or any other restriction contained in this Section is an unenforceable restriction against you, the provisions of this Section shall not be rendered void but shall be deemed amended to apply to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Section is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein. You agree that any breach of the agreements contained in this Section would irreparably injure the Company and Barclays Bank PLC. Accordingly, the Company and/or Barclays Bank PLC (and/or any of their respective successors or assigns) may, in addition to pursuing any other remedies they may have in law or in equity, obtain an injunction against you restraining your further violation of this Agreement.

14. Governing Law and Dispute Resolution

This Assignment, which may only be amended by written agreement of the parties hereto, shall, save in relation to the references to English law, be construed, interpreted and governed in accordance with the laws of the State of New York and that the courts and employment tribunals of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Agreement and/or your Assignment.

Please confirm your consent to this Agreement's terms by signing and dating the attached copy of this letter, and forwarding it to me.

Sincerely,

Gracechurch Services Corporation
200 Park Avenue
New York, NY 10166


By: _____

Date: 7 June 2006

I accept the Assignment and agree to this Agreement's terms.

Name: /s/ Frederik Seegers
Frederik Seegers

Date: 7th June 2006

Schedule 1

1. This schedule forms part of the Assignment Agreement between Barclays Bank PLC and Frederik Seegers and, unless otherwise specified, all terms in this Schedule shall have the same meaning as the same terms in that Agreement and Employment Contract.
2. Provided that at the date a payment or request is due to be made your Employment has commenced and:
 - (i) your Employment has not been terminated for Cause; nor
 - (ii) have you ceased Employment voluntarily or given Barclays notice of termination of your Employment, save in circumstances where you are entitled to claim that you have been constructively dismissed as defined by English law, you shall be entitled to:
 - (a) in respect of the 2006 performance year:
 - (i) receive a cash bonus of £1,200,000 payable no later than 28 February 2007; and
 - (ii) a request from Barclays (the "Request") to the Barclays Group Share Schemes Committee (the "Committee"), on or before 31 March 2007 that the Committee recommend to the Trustees of the Barclays Group (ESAS) Employees' Benefit Trust (the "Trustees") the grant of an award, pursuant and subject to the rules of the Barclays PLC Executive Share Award Scheme ("ESAS"), of ordinary shares in Barclays PLC with an aggregate market value on the date of grant of £400,000;

- (b) a request by Barclays to the Committee as soon as practicable and in any event within 7 days of the Start Date, that the Committee recommend to the Trustees of the Barclays Group (PSP) Employees' Benefit Trust the grant of an initial allocation of performance shares, pursuant and subject to the rules of the Barclays PLC Performance Share Plan, with a net fair value equivalent of £1,000,000 as at the date of the award.
- (c) in respect of the 'buy-out' of your forfeited share awards and benefits:
 - (i) a cash payment of £3,408,000 to be made as soon as practicable after and in any event within 7 days of your Start Date; and
 - (ii) a request by Barclays to the Committee, as soon as practicable after and in any event within 7 days of the Start Date, that the Committee recommend to the Trustees that:
 - (A) an award be made to you over Barclays PLC shares ("Shares") under the Joiners Share Award Plan ("JSAP") with a value up to £5,086,000 as at the date of the award; and that
 - (B) the Shares subject to this award be released as follows:
 - (I) 80% in June 2007;
 - (II) 10% in June 2008; and
 - (III) 10% in June 2009; and

- (C) that this JSAP award and recommended release dates are subject to the rules of the JSAP, provided that:
- (i) notwithstanding the rules of JSAP, Barclays will recommend to the Committee that you should only forfeit your JSAP award in the circumstances described at 2(i) and 2(ii) above; and, that, for the avoidance of doubt,
 - (ii) if any event occurs under Rule 9 of the JSAP rules (Takeover, reconstruction and winding up of Barclays) Barclays will recommend to the Committee that all unreleased Shares should be released to you.

3. Any obligation upon the Barclays Group in clauses 2(a)(ii), 2(b), and 2(c)(ii) of this Schedule to make any request in any event within 7 days shall be subject to compliance with any dealing restrictions applicable to the Barclays Group at that time, provided that the request shall be made as soon as practicable after such dealing restrictions cease to apply.

Any award paid or made in satisfaction of this Schedule will be paid less deductions for income tax and social security.

Schedule 2
WAIVER AND RELEASE

Barclays Services Corporation
200 Park Avenue
New York, NY 10166

1. I, Frederik Seegers, an employee of Gracechurch Services Corporation (“GSC”), hereby voluntarily make a one-time irrevocable election to not participate in any employee benefit plan or arrangement maintained or sponsored by Barclays Bank PLC (or any of its past, present or future divisions or affiliates) (the “Bank”) in the United States, including, without limitation, plans not yet established, the Barclays Bank PLC Thrift Savings Plan (the “Thrift Plan”), and the Barclays Bank PLC USA Staff Pension Plan (the “Pension Plan”) (collectively, the “Plans”). Accordingly, I also hereby irrevocably elect to have no contributions made by GSC on my behalf to the Thrift Plan, and to receive no benefit accruals under the Pension Plan or any other retirement Plan (including Plans not yet established) for the duration of my employment with GSC (and its divisions and affiliates). I understand that this means that I will never be entitled to any benefits under the Plans, and if I should die after a period of service of five years, or if I would have become vested for any other reasons as set forth in any pension Plans, my spouse will not be entitled to any survivor benefits under such Plans. In exchange for my not participating in the Plans, I will be provided with the benefits described in a separate agreement between GSC and me. I understand that this election may not be revoked.
2. In exchange for the benefits described in a separate agreement between myself and GSC, I do hereby release and forever discharge the Plans and their related trusts, the Bank, Barclays Capital and all of its and/or their past, present and/or future divisions, affiliates, officers, directors, stockholders, trustees, employees, agents, representatives, administrators, attorneys, insurers, fiduciaries, successors and assigns, in their individual and/or representative capacities (hereinafter collectively referred to as the “Barclays Group”), from any and all causes of action, suits, agreements, promises, damages, disputes, controversies, contentions, differences, judgments, claims and demands of any kind whatsoever (“Claims”) which I or my spouse, heirs, executors, administrators, successors and assigns ever had, now have or may have against the Barclays Group, whether known or unknown to me, by reason of my voluntary and irrevocable election not to participate in the Plans, other than a claim that GSC has failed to comply with any obligations set forth in the separate agreement. Such released Claims include, without limitations, any and all claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, as amended, the Employee Retirement Income Security Act of 1974, as amended, the New York State Human Rights Law, the New York City Human Rights Law, and any and all claims under state contract or tort law.

3. I have read this Waiver and Release carefully, have been given at least 21 days to consider all of its terms, have been advised to consult with an attorney and any other advisors of my choice, and fully understand that by signing below I am giving up any right which I may have to sue or bring any other Claims against the Barclays Group with respect to my voluntary and irrevocable election not to participate in the Plans. I have not been forced or pressured in any manner whatsoever to sign this Waiver and Release, and I agree to all of its terms voluntarily.
4. I understand that I have seven days from the date I have signed this Waiver and Release below to revoke this Waiver and Release, that this Waiver and Release will not become effective until the eighth day following the date that I have signed this Waiver and Release and that GSC will have no obligation to extend the benefits set forth in the separate agreement unless this Waiver and Release becomes effective.

7th June 2006
Date

/s/ Frederik Seegers
FREDERIK SEEGER



Lawrence Dickinson
Company Secretary

31 August 2006

Mr Marcus Agius

One Churchill Place
London
EC14 5RP

Tel 020 7116 8099
Fax 020 7116 7665

lawrence.dickinson@barclays.com

Dear Mr Agius

I am writing to you to set out the terms of your appointment as Non-Executive Director of Barclays PLC and Barclays Bank PLC ("Director") and subsequently Chairman of Barclays PLC and Barclays Bank PLC ("Chairman"). Your appointment as a Director will commence on 1 September 2006 and your appointment as Chairman will commence on 1 January 2007. Your appointments will be on the terms set out in this Letter.

1. Fees

As a Director you will receive a fee of £65,000 per annum, payable in arrears by equal monthly instalments by direct credit into your nominated Barclays bank account ("Director Fees"). Your Director Fees will be subject to deduction of tax and national insurance contributions which Barclays is obliged to deduct.

As Chairman you will receive a fee of £750,000 per annum, payable in arrears by equal monthly instalments by direct credit into your nominated Barclays bank account ("Fees"). Your Fees will be subject to deduction of tax and national insurance contributions which Barclays is obliged to deduct. For the avoidance of doubt, the Fees are inclusive of any fees to which you will be entitled as a Director (including the Director Fees) and in respect of any other service which you may provide to Barclays PLC and/or Barclays Group from time to time.

£20,000 of the Director Fees, after tax and national insurance, will be used to purchase Barclays PLC shares twice per year, in February and August. These shares will be held on your behalf until you leave the Board of Barclays PLC. Enclosed with this Letter is an agreement setting out details in respect of this remuneration in Barclays PLC shares, which you are asked to sign and return.

Any reasonable out of pocket expenses that you incur in performing your duties as Chairman, and Director (travelling expenses in attending Board meetings etc) will be reimbursed in accordance with our standard expenses policy. The Board (with the Non-Executive Directors abstaining) reviews the level of fees paid to the Chairman and Directors annually.

Subject to the rules of the relevant scheme from time to time in force, you will be provided with private medical insurance to cover you and your spouse during your appointment.

2. Terms of Your Appointment

The Board, rather than the shareholders in general meeting, have appointed you to the Boards of Barclays PLC and Barclays Bank PLC. As a consequence, you are required to seek re-election at the Barclays PLC Annual General Meeting on Thursday, 26 April 2007. As with all of the Directors, you will then normally be required to seek re-election at least every three years.

Your appointment as Director and Chairman may be terminated at any time in accordance with the Articles, the Companies Act 1985 or the provisions of this Letter.

Your appointment as Chairman (which shall include, for the purposes of this paragraph, your appointment as Director) may be terminated by us on twelve months' notice. We also reserve the option, in our absolute discretion, to terminate your appointment with immediate effect and to pay you your Director Fees or Fees (as applicable) subject to deductions, in equal instalments at such time(s) as you would have received such payment(s) of Director Fees or Fees (as applicable) had you been required to remain in your appointment for the whole or remainder of your notice period. The amount of such payment(s) shall be pro rated for the applicable period of the notice period. You acknowledge and accept your obligation to mitigate your loss by seeking comparable new appointments and/or employment. If you mitigate your loss by commencing alternative appointments or employment or by obtaining employment for your services during the period in which payments of Director Fees or Fees (as applicable) are due, we reserve the right to cease or reduce further payment of Director Fees or Fees (as applicable).

Your appointment as Chairman (including, for the avoidance of doubt, your appointment as a Director) would automatically terminate without any entitlement to notice or payment if the Barclays PLC shareholders do not re-elect you whenever you stand for re-election and/or if you are removed from office by the shareholders.

The Board shall also reserve the right to reconsider your appointment as Chairman (including, for the purposes of this provision, your appointment as Director) and therefore to terminate your appointment forthwith should there be any material change to your personal circumstances that the Board believes may affect your appointment as Chairman. A material change shall include, but not be limited to, the following:

- Where you are appointed to any other company, corporate body or other entity (internal or external), which has not been agreed in advance with the Board.
- Where you are guilty of any serious misconduct or any conduct calculated or tending to bring any member of the Barclays Group or you into disrepute.
- Where you are guilty of any material breach or material non-observance of any of the provisions of this Letter or guilty of any serious negligence in carrying out your duties under this Letter
- Where you are unable to perform your role due to illness or disability for a period of no fewer than 36 working days in any period of 12 months (provided that the Board will not exercise its rights to terminate your appointment forthwith in this circumstance without first notifying you and considering any representations you may have).

Where such a material change occurs, you must inform the Board, via me as Company Secretary, as soon as possible.

Should you wish to resign your appointment, you are required to give us not less than six months' notice.

3. Role

Attached to this Letter is a role profile for Non-Executive Director and Chairman, which has been agreed by the Board. The Board may change these role profiles from time to time and the role profile(s) as amended shall, once notified to you, be deemed to form part of this Letter in place of the document attached.

During your appointment you shall diligently perform such duties and functions as are consistent with your position as Chairman and the role profile.

Arrangements for review of your performance as Chairman will be agreed by the Board from time-to-time, as appropriate.

4. Time Commitment

As Chairman, you shall be required to devote no fewer than 3 days per week (calculated on the basis of an average over the course of the financial year) in performing your duties. In any holiday year (being the period from 1st March to the end of February) you are entitled to 30 days holiday.

5. Directors Share Qualification

Under our Articles of Association, you will be required to hold £500 in nominal value (2,000 ordinary shares of 25p each) of Barclays shares within two months of your appointment as Director. If you would like any assistance in buying these shares please speak to me.

If you already hold Barclays shares, please let me know as soon as possible so that we can update the statutory register of Directors' interests and make the necessary announcement under the UKLA's Listing Rules.

6. Induction and support

The services of the Company Secretary and the Barclays Corporate Secretariat are available to assist you with both day-to-day and specific matters in your role as Chairman and Director. Also, should you feel that there maybe implications for you personally in carrying out the duties of your role as Chairman and Director, you may seek independent advice on any matter, at the Group's expense.

You will have a private office during your appointment as Chairman (or from such earlier date as we may agree).

You will also have access to a car and driver from the Executive Directors' pool or you may appoint your own driver and we will reimburse any reasonable expenses in respect of the appointment of such driver.

You will receive dedicated support equivalent to that available to Executive Directors in respect of your information technology and communications requirements from the date of your appointment as Director.

7. Indemnity

For the avoidance of doubt, the Boards have confirmed that as Director you have the benefit of and are able to rely upon the indemnity contained in Article 160 of the Barclays PLC Articles of Association and the identical wording in Article 157 of the Barclays Bank PLC Articles of Association, the terms of which are hereby expressly incorporated into this letter of appointment. Copies of the relevant Articles are attached for your ease of reference.

In outline, the effect of the Articles (as restricted by relevant statutory provisions) is to provide an indemnity in respect of certain liabilities incurred by you in the execution of your duties, provided that the liability does not arise by virtue of your negligence, default, breach of duty or breach of trust in relation to the Bank. The indemnity is of course in addition to any other protection available to you by virtue of provisions of statute, common law or indeed any specific contract.

You will have the benefit of such directors' and officers' liability insurance as may be purchased by Barclays PLC from time to time, subject at all times to its terms and conditions.

8. Confidentiality

You will appreciate that the business of Barclays PLC and the Barclays Group is a specialised and competitive business and that during the course of your appointment you will have access to and have an intimate knowledge of the trade secrets and confidential information of Barclays PLC and the Barclays Group. You further acknowledge that the disclosure of any trade secrets or confidential information to actual or potential competitors of Barclays PLC and/or any Barclays Group Company would place Barclays PLC and/or the Barclays Group at a serious competitive disadvantage and would do serious damage, financial and/or otherwise, to its or their business and business development and would cause immeasurable harm.

You must neither during the term of your appointment (except in the proper performance of the duties of your office or with the express written consent of the Board) nor at any time (without limit) after the termination of your appointment except in compliance with an order of a competent court:

- divulge or communicate to any person, company, business entity or other organisation;
- use for your own purposes or for any purposes other than those of Barclays PLC or the Barclays Group; or
- through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure of

any Confidential Information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through any breach by you of the provisions of this Letter or other default of yours.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. You should at all times comply with the Barclays Group Share Dealing Code or with any more stringent dealing rules that we notify to you are applicable.

9. Definitions

Barclays Group means Barclays PLC and the Barclays Group Companies

Barclays Group Company means any company which is for the time being a subsidiary or holding company of Barclays PLC and any subsidiary of any such holding company and for the purposes of this letter the terms subsidiary and holding company shall have the meanings ascribed to them by sections 736 and 736A Companies Act 1985 (and Barclays Group Companies shall be interpreted accordingly)

Confidential Information includes but is not limited to:

- corporate and marketing strategy, business development plans, sales reports and research results;
- business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;
- business contacts, lists or details of customers and suppliers and details of contacts with them, their business or affairs;
- information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales, trade union/employee disputes current or anticipated;
- information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;
- budgets, management accounts, trading statements and other financial reports;
- unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange; and
- any other information which any member of the Barclays Group or any its employees or consultants has identified (orally, in writing or by its (or their) actions) as being secret or confidential in nature.

I should be grateful if you would confirm receipt of this letter, and your acceptance of the conditional appointments as set out, by signing and returning the enclosed copy. I am available at any time to provide any information you may need.

Yours sincerely

/s/ Lawrence Dickinson

Lawrence Dickinson

Company Secretary

I agree to the terms and conditions of my appointment as set out in this letter.

Signed: /s/ Marcus Agius
Marcus Agius

Date: 31st August 2006.

Schedule

ROLE PROFILE - DIRECTORS

INTRODUCTION

The Board is responsible to shareholders for creating and delivering sustainable shareholder value through the management of the Group's businesses. It should therefore determine the objectives and policies of the Group to deliver such long-term value, providing overall strategic direction within a framework of rewards, incentives and controls. The Board must ensure that management strikes an appropriate balance between promoting long-term growth and delivering short-term objectives.

The Board is also responsible for ensuring that management maintain a system of internal control which provides assurance of effective and efficient operations, internal financial controls and compliance with law and regulation. In carrying out this responsibility, the Board must have regard to what is appropriate for the Group's business and reputation, the materiality of the financial and other risks inherent in the business and the relative costs and benefits of implementing specific controls.

The Board is also the decision-making body for all other matters of such importance as to be of significance to the Group as a whole because of their strategic, financial or reputational implications or consequences.

GENERAL TO ALL DIRECTORS

1. Provide entrepreneurial leadership of the company, within a framework of prudent and effective controls which enable risk to be assessed and managed.
2. Approve the company's strategic aims, ensuring that the necessary financial and human resources are in place for the company to meet its objectives and review management performance.
3. Set the company's values and standards and ensure that its obligations to its shareholders and others are understood and met.
4. Under English Law the key duties of Directors include:
 - At all times acting not only in good faith and honesty, but also in the company's best interests and not for any ulterior purpose or to benefit themselves or others at the company's expense;
 - Avoiding a conflict of interest between their personal interests and their duties to the company;
 - Exercising reasonable skill and care in carrying out their duties commensurate with their knowledge and experience;
 - Having regard to the interests of employees; and
 - Ensuring that the company does everything that is required of it by law and regulation, eg, ensuring the preparation of accounts which give a true and fair view of the state of affairs of the Group at the end of each financial year.

SPECIFIC TO NON-EXECUTIVE DIRECTORS

1. Constructively challenge and help develop proposals on strategy.
2. Scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
3. Apply their judgement to the business of the Board, leveraging on their knowledge of the business.
4. Satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
5. Determine appropriate levels of remuneration for Executive Directors, and have a prime role in appointing and, where necessary, removing Executive Directors and in succession planning for these positions.
6. Complement the skills and experience of the Executive Directors, in particular by bringing to bear a different range of knowledge, experience and insight from other industries.
7. Ensure that individual business decisions conform to agreed strategies and policies.

Non-Executive Director - Charter of Expectations

ROLE REQUIREMENTS

- **Time Commitment** - A Non-Executive Director will be expected to commit a minimum of 20 - 25 days per annum to the role.
- **Meetings** - Attends all Board and Board Committee meetings unless exceptional circumstances prevail. Is well prepared for all Board and Board Committee meetings.
- **Independence** - Maintenance of own independence as measured by the independence criteria for non-executive Directors agreed by the Board in December 2004 and by the Combined Code.
- **Conflict of Interest** - Takes all reasonable actions to avoid potential conflicts of interest and discloses any that may arise.
- **Shareholding** - 2,000 ordinary shares held within two months of appointment to meet Directors' share qualification requirement. Directors must comply with the Group Share Dealing Code.

KEY COMPETENCIES AND BEHAVIOURS

“Committed to maximising long-term shareholder value”

High Performance Indicators

- Prepared to challenge established thinking on current strategy or practice for the longer-term benefit of the Group.
- Draws on real-life examples from experience in a way that illustrates possible directions.
- Is focused on ensuring that the Group performs to the highest levels of shareholder expectation.

“Helps shape corporate strategy”

High Performance Indicators

- Effectively leads Barclays towards the achievement of its strategic objectives.
- Is well informed about the company and the external environment, bringing that knowledge to bear in the development of Group strategy.
- Raises relevant strategic issues (such as competition and marketplace issues), influencing the shaping of Group or cluster level strategy.
- Effectively contributes to the evolution of the corporate strategy and assists in its implementation through advice and counsel.
- Utilises full breadth of skills and experience to add value to all strategic discussions.

“Demonstrates independence of judgement”

High Performance Indicators

- Willing to stand up for and defend own beliefs and values in the face of opposition.
- Able to challenge effectively outside own area of expertise.
- Demonstrates the courage to take a stand and challenge others’ assumptions, beliefs or viewpoints as necessary for the good of the organisation.

“Questions intelligently, debates constructively, challenges rigorously and decides dispassionately”

High Performance Indicators

- Asks searching questions which are focused on the key value at risk issues for the Group.
- Willing to challenge openly and rigorously, without leading to unnecessary conflict.
- Takes difficult decisions dispassionately whilst also being aware of the political implications.
- Able to deal effectively with complexity and assimilates knowledge quickly.

“Has the trust and respect of other members of the Board”

High Performance Indicators

- Immediately commands the respect of his/her Board colleagues.
- Comments and observations are valued by Executive Directors and management alike.
- Is seen as even-handed in all his/her dealings with the Board and management.
- Supports executives in their leadership of the business whilst monitoring their conduct and performance.

“Effective member of the Board team”

High Performance Indicators

- Demonstrates openness to being challenged on assumptions, beliefs, viewpoints and is willing to re-examine them in order to reach new conclusions.
- Will participate in robust and rigorous debates and then work with peers to arrive at new solutions.
- Listens sensitively to the views of others, inside and outside the Board.
- Is willing to enhance their contribution through receipt of feedback.

“Uses network of contacts effectively”

High Performance Indicators

- Is always alert to how network of contacts may be utilised for the benefit of the Barclays Group.

ROLE PROFILE - CHAIRMAN

MAIN ACCOUNTABILITIES

- Manage the business of the Board and set its agenda, taking full account of the issues and the concerns of Board members. Ensure that agendas strike the right balance between performance and strategic issues.
- Ensure that members of the Board receive accurate, timely and clear information in particular about the company's performance, to enable the Board to take sound decisions, monitor effectively and provide advice to promote the success of the company.
- Keep under review, with the Board, the general progress and long-term development of the Barclays Group.
- Ensure effective communication with shareholders and ensure that members of the Board develop and maintain an understanding of the views of major investors and other key stakeholders.
- Manage the Board to ensure that sufficient time is allowed for discussion of complex or contentious issues, where appropriate arranging for informal meetings beforehand to enable thorough preparation for the Board discussion.
- Promote the highest standards of corporate governance, seeking compliance with the provisions of the Combined Code wherever possible.
- Ensure that the Board is able to discharge its duties and comply with the requirements of statutory/regulatory bodies that affect the functioning and responsibilities of the Board.
- Build an effective and complementary Board, initiating change and planning succession and Board appointments, working with the Board Corporate Governance and Nominations Committee.
- Ensure that a properly constructed induction programme is provided for new Directors.
- Consider and address the development needs of individual Directors, and the Board as a whole, to maintain the necessary depth and breadth of knowledge and skills, and enhance the effectiveness of the Board as a team.
- Lead the Board in the ongoing monitoring, and annual evaluation, of the performance of the Group Chief Executive.
- Establish a close relationship of trust with the Chief Executive, providing support and advice while respecting executive responsibility.
- Establish good working relations and open lines of communication with other Group Executive Committee members.
- Ensure that the performance of individual Board members, and of the Board as a whole, is evaluated at least once a year.
- Ensure, subject to the views of the Board HR and Remuneration Committee, that members of the Board are appropriately rewarded.
- Encourage active engagement by members of the Board.
- Chair the Board Corporate Governance and Nominations Committee.

THE CHAIRMAN WILL ALSO

- Uphold the highest standards of integrity and probity.
- Promote effective relationships and open communication, both inside and outside the Boardroom, between Non-Executive Directors and the executive team.
- Ensure clear structure for and the effective running of Board committees.

CHAIRMAN - CHARTER OF EXPECTATIONS

ROLE REQUIREMENTS

- **Time commitment** - The Chairman is expected to commit to expend whatever time is necessary to fulfil his duties. It is expected this will be equivalent to approximately 60% of a full time position.
- **Experience** - Experience on the Board of a major international organisation. Good understanding of the role of a Chairman and able to operate effectively in such a role at the highest level.
- **Knowledge** - The Chairman must have a good understanding and experience of UK boardroom and corporate governance issues.

KEY COMPETENCIES AND BEHAVIOURS

In addition to the required competencies and behaviours of a Non-Executive Director, the Chairman must demonstrate the following:

Provision of effective leadership to the Board

- In conjunction with the Corporate Governance and Nominations Committee, ensures high quality Board composition with an appropriate balance of skills and experience.
- Pro-actively manages annual calendar of business to ensure most appropriate use of Board's time.
- Engages and supports individual members to enhance Board activities and discussions.
- Ensures that the Board operates effectively as a team.
- Ensures that membership of the Board is a stimulating and enjoyable experience for Board members.

Effective Chairmanship of meetings

- Empowers all Board members to challenge issues openly whilst preventing unnecessary or acrimonious conflict.
- Encourages and manages vigorous debate whilst achieving closure on issues.
- Ensures time is allocated appropriately, ensuring business of meeting is completed whilst allowing appropriate discussion of individual items.

Be a respected Ambassador for the Group

- Be comfortable dealing with political and regulatory interests.
- Able to command respect of key opinion formers.
- Has the skills to Chair an Annual General Meeting and deal with challenging and diverse shareholder questions.

NON-EXECUTIVE DIRECTORS' REMUNERATION IN BARCLAYS PLC SHARES

At the Board meeting in May 2002, the Board approved an increase in the remuneration of each of the Group's non-executive directors so that £20,000 per annum would be delivered to them in the form of Barclays PLC ordinary shares. The following sets out the terms which will apply to this part of your remuneration.

1. Your fee as a non-executive director of Barclays PLC and Barclays Bank PLC is £65,000 per annum, exclusive of remuneration for extra services – e.g. committee membership fees and attendance fees.
2. £20,000 per annum of your fees (“additional fee”) will accrue on a daily basis and will be paid monthly in arrears into a separate bank account controlled by Barclays Corporate Secretariat.
3. Approximately every six months we will apply on your behalf the accumulated amount of additional fees, net of any applicable, to purchase, usually in the market, Barclays PLC ordinary shares. Purchases will be made on the date of or as soon as practicable after the announcement of the Group's interim and annual results, subject to any prohibited dealing period as described in the Barclays Group Share Dealing Code. Stamp duty, commission and any other charges on purchase will be deducted in determining the amount available for the purchase of shares.
4. Any cash fraction remaining following the purchase of shares (i.e. being an amount which is insufficient to purchase one Barclays PLC ordinary share) will remain in the account and be used to buy shares at the next opportunity.
5. Barclays PLC ordinary shares purchased for you pursuant to this agreement will be registered in your name or, if so directed by you, in the name of your nominee. Share certificates in respect of these shares will be issued to and retained by Barclays Corporate Secretariat whilst you remain a non-executive director of Barclays PLC. Thereafter they will be delivered to you.
6. You will not sell or deal in any other way with your beneficial interest in the shares acquired pursuant to this agreement whilst you remain a non-executive director of Barclays PLC, except with the prior written consent of the Chairman. You may transfer a beneficial interest in any of such shares to your spouse or child under 18 but you will in this event procure that your spouse and/or children do not themselves sell or deal in any other way with their beneficial interest in such shares whilst you remain a non-executive director of Barclays PLC except with the prior written consent of the Chairman. It is envisaged that the Chairman will exercise his discretion to consent to such a dealing only in exceptional circumstances. In this paragraph “deal” bears the same meaning as in the Barclays Group Share Dealing Code.
7. You may elect to receive dividends on the shares held in the normal way, i.e. either cash or DRIP.
8. The restrictions in paragraph 6 apply also to any shares derived from the shares acquired pursuant to this arrangement resulting from any share consolidation or sub-division or bonus issue, though not to any such shares received pursuant to the DRIP.

9. You may if you wish elect to allocate more of your non-executive director fees for the purchase of Barclays PLC ordinary shares. Any such allocation will be treated, for administrative purposes, as if it formed part of your “additional fee” as defined in paragraph 2 above and will be paid and applied in accordance with paragraphs 2 or 4. The restrictions in paragraph 5 to 8 will not, however, apply to any shares acquired as a result of such election. Please inform Barclays Corporate Secretariat if you wish to make such an election now or in the future.
10. As you are a non-executive director of both Barclays PLC and Barclays Bank PLC, Barclays Bank PLC is entering into this arrangement with you both on its own account and on behalf of Barclays PLC.

Please would you confirm your agreement to the above by signing and dating the enclosed copy of this agreement and returning it to Barclays Corporate Secretariat.

Agreed:

Signed: /s/ Marcus Agius (MARCUS AGIUS)

Date: 31 August 2006

DATED 16th October 2006

BARCLAYS BANK PLC (1)

- and -

CHRISTOPHER GEORGE LUCAS (2)

CONTRACT OF EMPLOYMENT

This Agreement is made the 16th day of October 2006

BETWEEN:

- (1) **BARCLAYS BANK PLC** (a company registered in England and Wales under no. 1026167) whose registered office is at 1 Churchill Place, London E14 5HP (“Barclays”) and;
- (2) **CHRISTOPHER GEORGE LUCAS**

WHEREAS:

The parties agree that you shall be employed by Barclays as Group Finance Director on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED:

1. DEFINITIONS

1.1 In this Agreement:

“Associated Company” means any company which for the time being is:

- (i) a holding company (as defined by Section 736 of the Companies Act 1985) of Barclays;
- (ii) a subsidiary (as defined by Section 736 of the Companies Act 1985) of Barclays or of its holding company;
- (iii) a company over which Barclays has control within the meaning of Section 840 of the Income and Corporation Taxes Act 1988; or
- (iv) a subsidiary undertaking of Barclays as defined by Section 258 of the Companies Act 1985;

“Barclays Group” means Barclays and any Associated Company and “member of the Barclays Group” shall be construed accordingly;

“Board” means the Board of Directors for the time being of Barclays and any duly appointed committee of the Board;

“Employment” means your employment under this Agreement.

- 1.2 References to any statute includes any modification or re-enactment of it.
- 1.3 References to Clauses and schedules are unless otherwise stated to Clauses of and schedules to this Agreement.
- 1.4 For the avoidance of doubt, in the event of a conflict between the terms of this Employment Contract and Schedule 1, Schedule 1 shall take precedence.

2. PRE-EMPLOYMENT CONDITIONS

- 2.1 Your Employment is subject to and conditional upon approval by the FSA. Approval will be sought by or on behalf of Barclays. You will be notified when this condition has been satisfied.
- 2.2 You hereby warrant that as at the Start Date (as hereinafter defined) you will not be precluded or restricted by virtue of any term of any agreement, undertaking or court order from entering into this Contract or undertaking or properly performing any of the duties of your Employment with Barclays save for reasons outside your control.

3. APPOINTMENT AND TERM

- 3.1 This Agreement shall take effect and the Employment shall commence on 1 April 2007 (the “Start Date”).

- 3.2 From the Start Date you shall be employed as Group Finance Director or in such other capacity of equivalent status as Barclays reasonably decides from time to time. You shall also be appointed as a director of Barclays PLC and of Barclays, and be appointed as a member of Barclays Group Executive Committee (the "Executive Committee") in each case with effect from the Start Date. Your duties as a director of Barclays or any member of the Barclays Group are subject to the Articles of Association of the relevant company for the time being.
- 3.3 While your initial place of work will be London you will work at and/or travel to such places (inside and outside the United Kingdom) as Barclays may require from time to time provided that Barclays will not require you to relocate without your prior consent, such consent not to be unreasonably withheld. If you are required to work outside the UK for a period in excess of one month you will be notified of the additional terms which will apply.
- 3.4 Subject to Clause 15, your employment may be terminated on:
- 3.4.1 12 months' written notice given at any time by Barclays to you; or
- 3.4.2 6 months' written notice given at any time by you to Barclays.

4. DUTIES

- 4.1 During your Employment, you shall:
- 4.1.1 diligently and competently perform such duties and exercise such powers and functions not inconsistent with the holding and status of the position of a Group Finance Director or being appointed as a director of Barclays PLC and of Barclays and a member of the Executive Committee as may reasonably be assigned to or vested to you from time to time by the Board in relation to any member of the Barclays Group;

- 4.1.2 faithfully and loyally serve Barclays to the best of your ability and use your best endeavours to promote the interests of the Barclays Group to the best of your ability and to this end during working hours devote your time and attention, exclusively to your duties under this Agreement;
 - 4.1.3 comply with all reasonable requests, instructions and regulations given by the Board or anyone authorised by it and promptly provide such explanations, information and assistance as to your activities in the business of the Barclays Group as they may reasonably require;
 - 4.1.4 neither engage in any activities which would detract from the proper performance of your duties under this Agreement, nor (without the prior written consent of the Board) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever. This Clause shall not prevent you holding shares for investment purposes only of securities which do not exceed five per cent (5%) in nominal value of the share capital or stock of any class of any company quoted on a recognised stock exchange.
- 4.2 Notwithstanding the provisions of Clause 4.1, Barclays shall:
- 4.2.1 be entitled at any time to appoint another person or persons to act jointly with you as a short term or interim measure, such appointment being subject to your consent, such consent not to be unreasonably withheld;
 - 4.2.2 have the right to require you at any time to carry out such special projects or duties commensurate with your abilities and status as Group Finance Director as Barclays shall in its absolute discretion determine; and

- 4.2.3 have the right to suspend you at any time from the performance of any duties or exclude you from any premises of Barclays to allow it to undertake any investigation including, but not limited to, any investigation under the disciplinary procedure or failure to obtain or hold any regulatory authorisations necessary to fulfil the position held by you provided any such suspension or exclusion shall not be for more than three months.
- 4.3 If either party has given notice to terminate your employment, Barclays may, in its absolute discretion, at any time for a period not exceeding six months, require you to cease performing your job and/or not to attend at your place of work for the whole or part of your notice period (“garden leave”), without affecting your obligations to attend and serve Barclays during any part of the notice period at such location(s) as it may reasonably require in accordance with the terms of this Agreement and your entitlement to salary and contractual benefits and any right to participate in any incentive arrangements will continue, subject always to the rules of any relevant scheme or policy relating to such benefits and/or incentive arrangements. For the avoidance of doubt, during any period of “garden leave” under this Clause, you shall remain bound by the terms and conditions of your employment (except as expressly included in this Clause) and, in particular, by your obligations of confidentiality and good faith to Barclays.
- 4.4 During any period of suspension under Clause 4.2.3 or any period of “garden leave” under Clause 4.3, Barclays shall have the right to require you not to have any business dealings with any director or employee of any member of the Barclays Group or any person, firm or company who at the date of such suspension or exclusion is a client or customer of any member of the Barclays Group, and or carry out any of your duties as a director, without the prior consent of the Chairman.

5. DEALING RULES

- 5.1 You hereby agree to be bound by and comply with the Barclays Group Share Dealing Code or with any more stringent dealing rules applicable to you of which Barclays notifies you. You must know and comply with all legal, regulatory and governance obligations, including the provisions of the Regulatory Compliance policies that are relevant to your direct responsibilities or business activities. As it is anticipated that you will be an Approved Person you must comply with the FSA Statement of Principles and Code of Practice for Approved Persons. Failure to meet the Principles/Standards or comply with the Code of Practice may subject you to investigation or discipline by the FSA and/or Barclays.

6. REMUNERATION AND REIMBURSEMENT OF EXPENSES

- 6.1 Barclays shall pay you a basic salary at the rate of £600,000 per annum payable in arrears by equal monthly instalments on or by the last day of each month. Your basic salary is inclusive of any fees to which you may be entitled as a director of any member of the Barclays Group. Your basic salary shall be reviewed annually without commitment to increase. The first such review shall take place on and with effect from the earlier of (i) 1 April 2008; and (ii) the date on which the basic salaries of Board directors are reviewed for the performance year 2008. Your basic salary will be paid into the Barclays bank account of your choice.
- 6.2 You will be eligible to receive a discretionary bonus award, in respect of each financial year subject to such rules of the bonus scheme as may be from time to time in force and the following conditions:
- 6.2.1 the amount, structure and form of any bonus award will be determined by Barclays in its sole discretion (which for the avoidance of doubt includes the right to make a nil award);

6.2.2 Currently, if you are considered for an award of £100,000 or more, your award will comprise two elements:

- (i) a payment in cash for up to 75% of the value of the award for which you are considered; and
- (ii) a recommendation to the trustee of the Executive Share Award Scheme (ESAS) that you be granted an award over Barclays PLC shares where the basic allocation represents up to 25% of the value of the award, subject to and in accordance with the rules of the ESAS in force at the time.

6.2.3 any award will only be paid if you are in Barclays employment and not serving out a period of notice of termination with Barclays (whether given or received by you before the time of its payment) which will be no later than 31 March following the end of the relevant performance year; and

6.2.4 any award will be paid less deductions of income tax and National Insurance Contributions, as appropriate.

6.3 Barclays shall reimburse you all travelling, hotel, entertainment and other expenses properly and reasonably incurred by you in the performance of your duties under this Agreement and properly claimed and vouched for in accordance with Barclays current expense reporting procedure.

7. LONG TERM INCENTIVES

7.1 You will be considered on an annual basis for participation in any long term incentive plans designed for executives subject to the rules of any plan in force from time to time. Any award or recommendation by Barclays will be entirely at its discretion. Barclays reserves the right to withdraw, amend or replace any plan at any time provided that you shall be afforded the opportunity to participate in all long term incentive plans made available to other executive directors of the Board.

8. PENSIONS PROVISION AND LIFE ASSURANCE

- 8.1 There is a pension scheme in operation in relation to your employment called the *afterwork* section of the Barclays Bank UK Retirement Fund (the "Fund"), *afterwork* is a cash balance hybrid arrangement which is contracted-in to the State Second Pension. Therefore, a contracting out certificate is not currently in force.
- 8.1.1 You will join *afterwork* automatically on commencement of your employment unless you opt out under Clause 8.2 below. Your membership of and participation in *afterwork* shall be subject to the Trust Deed and Rules of the Fund in force from time to time.
- 8.1.2 On condition that you make a minimum contribution of 3% of your Basic Salary up to the Earnings Cap to your Investment Account of *afterwork*, Barclays will make an Additional Payment. The Additional Payment will be equal in value to 25% of your Basic Salary less the value of the employer contribution in respect of you to *afterwork* under the Rules of the Fund. The Additional Payment will be made in the form of an additional employer contribution to your Investment Account of *afterwork* or, subject to Barclays consent, as a cash sum which will be subject to deduction for income tax at your marginal rate and National Insurance Contributions.
- 8.1.3 You acknowledge that joining *afterwork* may affect the validity of any Enhanced Protection which you have taken or intend to take and that Barclays will not be liable for any tax charge which you may suffer as a consequence of this.
- 8.2 As an alternative to the benefits provided under Clause 8.1 above, you may opt out of joining *afterwork* and elect to take a cash option equal to 25% of your Basic Salary, which will be taxed at your marginal rate and be subject to National Insurance Contributions.

8.3 In the event of your death whilst in the service of Barclays, a lump sum of 4 x Basic Salary is payable subject to the Trust Deed and Rules of the Fund in force from time to time. You will be liable for tax on the Insurance Premium for:

8.3.1 the cover above your Lifetime Allowance, if you join *afterwork* under Clause 8.1; and

8.3.2 the full amount of the cover if you take the cash option under Clause 8.2.

If the lump sum payable causes your Lifetime Allowance to be exceeded, your estate will be liable for any applicable tax charge on the excess.

For the purposes of this clause 8:

“Basic Salary” shall mean your basic salary excluding any bonus or other incentive award or benefit of employment at the date of your death.

“Earnings Cap” shall mean a cap on pensionable salary as determined each year by Barclays and which is currently £108,600 for the 2006/07 tax year.

“Enhanced Protection” and “Lifetime Allowance” have the meanings given to them under the Finance Act 2004.

9 OTHER BENEFITS

9.1 Subject to the rules of the relevant schemes from time to time in force, Barclays will at the date of this Agreement provide the following benefits to you. For the avoidance of doubt, these benefits are provided at the discretion of Barclays and do not create enforceable contract terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Barclays shall have the right to change these arrangements or withdraw the provision of these benefits as it sees fit:

- 9.1.1 You will be eligible to participate in the Barclays car scheme, which provides the option of a car for personal and business use or a non-pensionable cash alternative (currently £8,800), which will be payable subject to income tax and National Insurance Contributions, as appropriate.
 - 9.1.2 Medical cover will be available through AXA/PPP or any substitute scheme operated by Barclays for its employees. Medical cover may be provided for your spouse and dependants at your cost through a separate scheme. All cover will cease on you leaving employment whether on retirement, resignation or for any other reason without prejudice always to your entitlement to these benefits during your notice period pursuant to Clause 3.4.
 - 9.1.3 You will be eligible to participate in Barclays III Health Income Plan or such similar plan which is operated by Barclays from time to time subject to the rules of such a scheme.
 - 9.1.4 If the Board decides in its discretion to operate and so long as you satisfy the eligibility criteria, you may participate in either or both of the Barclays Group SAYE Share Option Scheme (“Sharesave”) and the Barclays PLC Share Incentive Plan (“Sharepurchase”) in accordance with the rules of the schemes.
- 9.2 Barclays agrees to comply with its obligations under Schedule 1 to this Agreement (subject to the terms of Schedule 1).

10. HOLIDAYS

- 10.1 In addition to Bank and Public Holidays, you shall be entitled to 30 working days' paid holiday during each holiday year, which runs from 1 March to the end of February the following year. Your holiday dates must be agreed with the Group Chief Executive. Regulation 15(1-4) of the Working Time Regulations 1998 (dates on which leave is taken) do not apply. You may not carry forward any unused part of your holiday entitlement to a subsequent holiday year without the written consent of the Group Chief Executive.
- 10.2 If you join or leave during a holiday year, your holiday entitlement will be recalculated as 2.5 day's holiday for each completed month worked in the year. If when you leave Employment you have taken less holiday than your accrued entitlement, you will be paid salary in lieu of any outstanding holiday entitlement. If when you leave you have taken more holiday than your accrued entitlement, you will have to repay to Barclays any salary received in excess of your proportionate holiday entitlement. One day's holiday pay will be deemed to be 1/260th of your annual basic salary.

11. INCAPACITY

- 11.1 If at any time you are prevented by illness or accident or other incapacity from properly performing the duties of your employment, you shall report this fact forthwith to the Group Chief Executive (or such other person as may be notified to you from time to time). You shall be required to produce an appropriate doctor's certificate in respect of any period of absence of more than seven consecutive days. You may be asked to submit to a medical examination as directed by Barclays.
- 11.2 Subject to you complying with Clause 11.1, if as a result of illness or accident or other incapacity you are unable to perform your duties, you will be eligible to receive your basic salary for a period of 26 weeks (whether consecutive or not) in any period of 12 consecutive months. Thereafter Barclays may by notice to you discontinue payment in whole or in part of your salary until such incapacity shall cease or terminate this Agreement. Any payment will be subject to the deduction of any Statutory Sick Pay or social security or other benefits payable to you including any sums recoverable from a third party. Your qualifying days for Statutory Sick Pay purposes are Monday to Friday.

12. INTELLECTUAL PROPERTY

- 12.1 You will promptly disclose to Barclays and keep confidential all inventions, copyright works, designs or technical know-how conceived or made by you alone or with others in the course of the Employment. You will hold all such intellectual property in trust for Barclays and will do everything necessary or desirable at Barclays expense to vest the intellectual property fully in Barclays and/or to secure patent or other appropriate forms of protection for the intellectual property. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of Barclays.

13. CONFIDENTIAL INFORMATION

- 13.1 You shall not during the Employment (except as necessary for the proper performance of your duties) or at any time after its termination for any reason whatsoever disclose to any person whatsoever or otherwise make use of any confidential or secret information which you have or may have acquired in the course of your employment concerning the business or affairs of any member of the Barclays Group or any of their suppliers or customers.
- 13.2 Confidential information includes but is not limited to:
- 13.2.1 corporate and marketing strategy, business development plans, sales reports and research results;
 - 13.2.2 business methods and processes, technical information and know-how relating to the Barclays Group's business and which is not available to the public generally, including inventions, designs, programmes, techniques, database systems, formulae and ideas;

- 13.2.3 business contacts, lists or details of customers and suppliers and details of contacts with them, their business or affairs;
 - 13.2.4 information on employees and the terms and conditions of their employment, details of employee benefits, incentive schemes/plans, salary scales, trade union/employee disputes (current or anticipated);
 - 13.2.5 information or details of any actual, potential or threatened litigation, legal action, claim, dispute or arbitration against or with any member of the Barclays Group or any director, officer or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action;
 - 13.2.6 budgets, management accounts, trading statements and other financial reports; and
 - 13.2.7 unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange.
- 13.3 You shall at all times comply with any relevant Barclays policies on the security of information and shall use your best endeavours to prevent any unauthorised publication or disclosure of any confidential or secret information.
- 13.4 The restrictions in this Clause 13 shall not apply in respect of information in the public domain (save as a result of default by you) or if such information is required to be produced by a court of law, or by a governmental or regulatory body.

14. RESTRICTIVE COVENANTS

- 14.1 You shall not without the prior written consent of the Board (such consent to be withheld only so far as may be reasonably necessary to protect the legitimate interests of the Barclays Group) either on your own behalf or on behalf of any other person, firm or company
- 14.1.1 for a period of 6 months from the termination of your employment be engaged or interested (whether as a director, shareholder, principal, consultant, agent, partner or employee) in any business within the United Kingdom and/or any other country in the European Union which is competitive or likely to be competitive with any business of the Barclays Group in the provision of banking or financial services with which you were concerned to a material extent during the period of 12 months prior to the termination of the Employment and which is carried on by the Barclays Group as at the date the Employment terminates;
- 14.1.2 for a period of 12 months from the termination of the Employment (on your own account or on behalf of any person, firm or company) directly or indirectly canvass or solicit business for products or services similar to those being offered by the Barclays Group from any person, firm or company who is or has been a customer of the Barclays Group in the 12 months prior to the termination of the Employment and with whom you had material dealings in respect of banking facilities or other products or services provided by the Barclays Group during that period;
- 14.1.3 for a period of 12 months from the termination of the Employment directly or indirectly induce or attempt to induce or entice away any director, officer or senior employee to leave the employment of the Barclays Group and with whom you had material dealings in the 12 months prior to the termination of the Employment.

- 14.2 Each of the restrictions contained in Clauses 14.1.1, 14.1.2 and 14.1.3 of this Clause are considered by the parties to be reasonable in all the circumstances as at the date of this Agreement. However, the parties agree that if any one or more of such restrictions shall be judged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Barclays Group but if words were deleted or the period was reduced or the range of activities or area covered was reduced in scope would be valid the restrictions shall be deemed to apply with such modifications as may be necessary to make them valid and effective. Any such modification shall not affect the validity of any other restriction contained in this Agreement.
- 14.3 The period of restriction stated in Clauses 14.1.1, 14.1.2 and 14.1.3 shall be reduced by the length of time, if any, that you have been on "garden leave" pursuant to Clause 4.3.

15. TERMINATION ON THE HAPPENING OF CERTAIN EVENTS

- 15.1 Without prejudice to any remedy Barclays may have against you for breach or non-performance of any of the provisions of this Agreement, Barclays may (without thereby incurring any obligation to pay compensation (including, but without limitation, any payment in lieu of notice) save in relation to payments accrued and owing at the date of termination) immediately terminate the Employment by notice in writing to you if you shall:
- 15.1.1 become bankrupt (or equivalent in any other jurisdiction) or become the subject of an interim order under the Insolvency Act 1986 or make any arrangements or composition with your creditors; or
 - 15.1.2 be convicted of any criminal offence for which a custodial sentence may be imposed (other than minor road traffic offences and offences which, in the opinion of Barclays, does not affect your position as an employee of Barclays, bearing in mind the nature of your duties and the capacity in which you are employed); or

- 15.1.3 commit any act of dishonesty whether relating to any member of the Barclays Group, other employees or otherwise; or
 - 15.1.4 be guilty of any serious misconduct or any conduct calculated or tending to bring any member of the Barclays Group or yourself into disrepute or be guilty of any material breach or non-observance of any of the provisions of this Agreement or be guilty of any serious negligence in carrying out your duties properly assigned to you under this Agreement; or
 - 15.1.5 cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you save where such cessation or failure is as a result of a default by any member of the Barclays Group; or
 - 15.1.6 if you become prohibited by law from being a director.
- 15.2 Barclays reserves the option in its absolute discretion to terminate your employment by giving you notice and (subject to Barclays right to place you on “garden leave” for a period not exceeding 6 months under clause 4.3) in addition to any sums due under or in respect of Schedule 1, pay to you your basic salary and bonus (as defined in clause 15.3 below) subject to deductions for income tax and National Insurance Contributions (as appropriate) in equal instalments at such time(s) as you would have received such payment(s) of basic salary had you been required to work for the whole or remainder of such notice period. The amount of such payment(s) (including the amount in respect of bonus) shall be pro rated for the applicable period of the notice period. Benefits will be credited to you in the pension scheme referred to in Clause 8 as if you had remained in service for the applicable period of the notice period. You acknowledge and accept your obligation to mitigate your loss by seeking comparable new employment. If you commence alternative employment or your services are employed during the period in which payments are due or pension scheme benefits are to be credited, Barclays reserves the right to cease further payment or further crediting of pension scheme benefits.

15.3 For the purposes of Clause 15.2 “bonus” will be calculated as:

- 15.3.1 the average of the value of the annual bonuses which you have received in respect of the three completed financial years preceding termination of your employment under Clause 15.2 (subject to this average being capped at 100% of the basic salary prevailing at the time Barclays exercises the option described in clause 15.2) or, if greater, 50% of your current basic salary;
- 15.3.2 an annual bonus under Clause 6.2 pro rated for the period of the financial year until Barclays exercises its discretion to give notice under Clause 15.2, in which case, Clause 6.2.3 shall cease to apply. Payment of such annual bonus will be paid in a lump sum no later than 31 March following the end of the relevant financial year; and
- 15.3.3 furthermore, you may also be eligible for a further discretionary amount, at Barclays absolute discretion, in respect of substantive services and commensurate with your performance, during your period of notice, provided that this amount, when added to the amount calculated in Clauses 15.3.1 and 15.3.2 above, does not exceed the maximum bonus opportunity available to executive directors from time to time, and, will at the date of this Agreement, be 250% of your basic salary.

16. RETURN OF BARCLAYS DOCUMENTS

- 16.1 Upon the termination of your employment for whatever reason, you shall deliver up to Barclays all vehicles, keys, credit cards, correspondence, documents, specifications, reports, papers and records (including any computer material such as discs or tapes) and any other property of any kind relating to the business of or belonging to any member of the Barclays Group which may be in your possession or under your control. You shall also deliver up all copies of such documents, which you have in your possession or under your control.

16.2 Following the termination of your employment for whatever reason, you shall not at any time represent yourself as still being connected with any member of the Barclays Group.

17. STAFF HANDBOOK

17.1 Your employment shall also be governed by the terms and conditions applicable to Barclays staff contained in the Barclays Staff Handbook 'You & Barclays' (as may be amended from time to time) except where these are inconsistent with, or specifically dealt with by, the provisions of this Agreement, in which case the provisions of this Agreement shall apply.

18. STATUTORY REQUIREMENTS

18.1 The following particulars are given in compliance with the requirements of Section 1 of the Employment Rights Act 1996.

18.1.1 You agree that the maximum weekly working time as set out in Regulation 4 of the Working Time Regulations 1998 shall not apply in relation to your employment. This condition shall apply indefinitely subject to your right to withdraw your agreement to the exclusion of the maximum weekly working time on providing three months' written notice.

18.1.2 Barclays has a disciplinary and grievance procedure, details of which are in the staff manual. Barclays' disciplinary procedure is not incorporated by reference in this Agreement and therefore does not form part of your contract of employment. If you have a grievance in relation to your employment or you are dissatisfied with a disciplinary decision against you may apply in writing to the Chairman whose decision will be final.

18.1.3 While your initial place of work will be London, you will work at and/or travel to such places (inside and outside the United Kingdom) as Barclays may require from time to time. If you are required to work outside the UK for a period in excess of one month, the additional terms which will apply will be notified to you.

18.1.4 There are no collective agreements with any trade unions which directly affect the terms and conditions of your employment.

19. NOTICES

19.1 Any notice to be given under this Agreement shall be in writing. Notice to you shall be sufficiently given by being delivered personally to you or by being sent by first class post addressed to you at the address stated in this Agreement or the last place of residence in the UK notified to Barclays by you. Notice to Barclays shall be sufficiently given by being delivered to the Group Secretary or by being sent by first class post to the registered office of Barclays addressed for the attention of the Group Secretary. Any notice if posted shall be deemed served upon the third day following that on which it was posted.

20. APPLICABLE LAW

20.1 English law shall apply to this Agreement and the parties submit to the jurisdiction of the English courts.

21. MISCELLANEOUS

21.1 This Agreement, together with any documents referred to in it, sets out the whole agreement between the parties relating to and cancels all previous agreements, representations and arrangements in connection with your employment by Barclays.

21.2 No omission to exercise or delay in exercising any right, power or remedy provided to Barclays by law or under this Agreement will be a waiver of it.

21.3 Termination of this Agreement shall not affect any provisions which are intended to operate after termination.

21.4 For the purposes of the Employment Rights Act 1996 or otherwise, you hereby consent to the deduction of any sums owing by you to Barclays at any time from your salary or any other payment due from Barclays to you and You hereby also agrees to make a payment to Barclays of any sums owed by you to Barclays upon demand by Barclays at any time.

21.5 During your employment, you must comply with Barclays policies and procedures relating to the Data Protection Act 1998. This means that you consent to Barclays processing any data relating to you where it is necessary or reasonably required for the conduct of Barclays business. This may include personal data as well as documentation relating to your absence from work through sickness or injury. Further details of the type of data that is covered by this provision can be found in the Barclays Staff Handbook.

IN WITNESS the hands of the parties hereto

(SIGNED BY a duly
(authorised signatory for
(and on behalf of Barclays

SIGNED BY

)
) C. L.
)

Schedule 1

1. This Schedule forms part of the Service Agreement between Barclays Bank PLC and Christopher George Lucas, and, unless otherwise specified, all terms in this Schedule shall have the same meaning as the same terms in that Agreement
2. Provided that at the date a payment or request is due to be made your Employment:
 - (i) has not been terminated under Clause 15.1; nor
 - (ii) have you ceased the Employment voluntarily or given Barclays notice of termination of the Employment, save in circumstances where you have been constructively dismissed as defined by English law,
you shall be entitled to:
 - (a) in respect of the 2007 performance year:
 - (i) a cash bonus of £450,000 payable no later than 28 February 2008; and
 - (ii) a request from Barclays (the "Request") to the Barclays Group Share Schemes Committee (the "Committee"), no later than 31 March 2008, that the Committee recommend to the Trustees of the Barclays Group (ESAS) Employees' Benefit Trust (the "Trustees") the grant of an award, pursuant and subject to the rules of the Barclays PLC Executive Share Award Scheme ("ESAS"), of ordinary shares in Barclays PLC with an aggregate market value on the date of grant of £150,000, and notwithstanding the rules of ESAS, Barclays will recommend to the Committee that you should only forfeit your ESAS award in the circumstances described at 2(i) and 2(ii) above;

- (b) a request by Barclays to the Committee, as soon as practicable after and in any event within 7 days of the Start Date, that the Committee recommend to the Trustees of the Barclays Group (PSP) Employees' Benefit Trust the grant of an initial allocation of performance shares, such award to be made within 7 days of the Start Date, pursuant and subject to the rules of the Barclays PLC Performance Share Plan, with a net fair value equivalent of £600,000 as at the date of the award; and
- (c) in respect of your 'buy out':
 - (i) a request by Barclays to the Committee, as soon as practicable after and in any event within 7 days of the Start Date, that the Committee recommend to the trustees of the Barclays Group (ESAS) Employee Benefit Trust ("Trustees") that:
 - (A) an award be made to you over Barclays PLC shares ("Shares") under the Joiners Share Award Plan ("JSAP"), such award to be made within 7 days of the Start Date, with an equivalent value of £500,000; and that
 - (B) the Shares subject to this award be released as follows:
 - (i) 50% in March 2008; and
 - (ii) 50% in March 2009.
 - (C) that this JSAP award and recommended release dates are subject to the rules of the JSAP, provided that:
 - (i) notwithstanding the rules of JSAP, Barclays will recommend to the Committee that you should only forfeit your JSAP award in the circumstances described at 2(i) and 2(ii) above; and, that, for the avoidance of doubt,

- (ii) if any event occurs under Rule 9 of the JSAP rules (Takeover, reconstruction and winding up of Barclays) Barclays will recommend to the Committee that all unreleased Shares should be released to you.

Any obligation upon the Barclays Group in clauses 2(a)(ii), 2(b), and 2(c)(i) of this Schedule to make any request shall be subject to compliance with any dealing restrictions applicable to the Barclays Group at that time, provided that the request shall be made as soon as practicable after such dealing restrictions cease to apply.

Any award paid or made in satisfaction of this Schedule will be paid less deductions for income tax and social security.

Barclays confirms, for the avoidance of doubt, that if it terminates your Employment otherwise than in accordance with Clause 15.1, you shall remain entitled to the benefit of the terms of this Schedule 1 notwithstanding the termination of your Employment.

Lawrence Dickinson
Company Secretary

17 March 2006

Mr Fulvio Conti

One Churchill Place
London
EC14 5RP

Tel 020 7116 8099

Fax 020 7116 7665

lawrence.dickinson@barclays.com

Dear Mr Conti

I am writing to you about your appointment as a Director of Barclays PLC and Barclays Bank PLC with effect from 1 April 2006.

1. Fees

As a Non-Executive Director you will receive a fee of £55,000 per annum, payable monthly in arrears by direct credit into your nominated bank account. In the event that you hold office for part of the year the fees shall be pro-rated accordingly on the basis of one twelfth for each complete or part month served. £20,000 of this fee, after tax and national insurance, will be used to purchase Barclays PLC shares twice per year, in February and August. These shares will be held on your behalf until you leave the Board. Enclosed with this letter is an agreement setting out details in respect of this remuneration in Barclays PLC shares, which you are asked to sign and return.

Any reasonable out of pocket expenses that you incur in performing your duties as a Director (travelling expenses in attending Board meetings etc) will be reimbursed in accordance with our standard expenses policy. The Board (with the Non-Executive Directors abstaining) reviews the level of fees paid to Non-Executive Directors annually.

2. Terms of Your Appointment

The Directors, rather than the shareholders in general meeting, have appointed you to the Boards of Barclays PLC and Barclays Bank PLC. As a consequence, you are required to seek re-election at the Barclays PLC Annual General Meeting on 27 April 2006. As with all of the Directors, you will then normally be required to seek re-election at least every three years.

Your initial term of office will be for up to six years. On or before the sixth anniversary of your appointment we will agree with you whether it is appropriate for you to continue for up to another three years. In addition, you will also have an annual review with the Chairman of your performance as a Non-Executive Director. The Board has also adopted a formal system of self-evaluation, which is carried out on an annual basis.

Barclays PLC. Registered in England. Registered No: 48839. Registered Office: 1 Churchill Place, London E14 5HP

Your appointment as a Non-Executive Director may be terminated by us on six months notice (or immediately on payment of six months fees in lieu of notice) but would automatically terminate without any entitlement to notice or payment if the Barclays PLC shareholders do not re-elect you whenever you stand for re-election and/or if you are removed from office by the shareholders. The Board shall also reserve the right to reconsider your appointment as a Director and therefore to terminate your appointment forthwith should there be any material change to your personal circumstances that the Board believes may affect your appointment as a Director of Barclays PLC and Barclays Bank PLC. A material change shall include, but not be limited to, the following:

- Where you resign, retire or are removed from office from any of your other external appointments (including, but not limited to, any other directorships).
- Where you are appointed to any other company, corporate body or other entity (internal or external), which has not been agreed in advance with the Chairman.
- Where an incident occurs, which the Board considers could adversely affect the reputation of the Group.

Where such a material change occurs, you must inform the Chairman as soon as possible.

Should you wish to resign your appointment, you are required to give us not less than six months' notice.

3. Role

Attached to this letter is a role profile for Non-Executive Directors, which has been agreed by the Board. The Board may change this role profile from time to time and the role profile as amended shall, once notified to you, be deemed to form part of this letter in place of the document attached.

4. Time Commitment

The Board normally meets formally 8-10 times a year, including a full day strategy session in November, and will otherwise meet on an ad-hoc basis as required. Directors are also expected to attend the Barclays AGM, which is held at the end of April each year, and be available afterwards to meet with and answer the questions of shareholders.

Directors are expected to attend each meeting of the Board, including those called on an ad-hoc basis to discuss urgent matters, and to set aside sufficient time to consider the papers in respect of those meetings, which are normally sent to Directors in the week prior to the meeting. On average, we would expect Board matters to take approximately 20-25 working days of your time per annum, not including any membership of Board Committees.

5. Committees

The Chairman may invite you in due course to serve as a member of one or more of the Board Committees. Additional fees will be paid for membership of Committees, which will be discussed with you at the time, together with the time commitment involved. Any letter of appointment to a Board Committee will form an addendum to this letter.

6. Directors Share Qualification

Under our Articles of Association, you will be required to hold £500 in nominal value (2,000 ordinary shares of 25p each) of Barclays shares within two months of your appointment (on or before 1 June 2006). If you would like any assistance in buying these shares please speak to me.

If you already hold Barclays shares, please let me know as soon as possible so that we can update the statutory register of Directors' interests and make the necessary announcement under the UKLA's Listing Rules.

7. Induction and support

As part of the induction of Directors we encourage you to meet some of the key members of our senior management and we will agree a suitable induction programme with you shortly. Ongoing training and briefings on particular topics will be made available at your request. The services of the Company Secretary and the Barclays Corporate Secretariat are available to assist you with both day-to-day and specific matters in your role as a Director of Barclays. Also, should you feel that there maybe implications for you personally in carrying out the duties of your directorship, you may seek independent advice on any matter, at the Group's expense.

8. Indemnity

For the avoidance of doubt, the Boards have confirmed that as a Director of Barclays PLC and Barclays Bank PLC you have the benefit of and are able to rely upon the indemnity contained in Article 160 of the Barclays PLC Articles of Association and the identical wording in Article 157 of the Barclays Bank PLC Articles of Association, the terms of which are hereby expressly incorporated into this letter of appointment. Copies of the relevant Articles are attached for your ease of reference.

In outline, the effect of the Articles (as restricted by relevant statutory provisions) is to provide an indemnity in respect of certain liabilities incurred by you in the execution of your duties, provided that the liability does not arise by virtue of your negligence, default, breach of duty or breach of trust in relation to the Bank. A copy of the indemnity wording is attached to this letter. The indemnity is of course in addition to any other protection available to you by virtue of provisions of statute, common law or indeed any specific contract.

9. Top 15 shareholders

We are offering our top 15 shareholders the opportunity to meet with you, in line with corporate governance best practice as set out in the Combined Code. I will of course advise you if any shareholders ask to take up this offer although I would not expect this based on previous experience.

I should be grateful if you would confirm receipt of this letter, and your acceptance of the conditional appointments as set out, by signing and returning the enclosed copy. I am available at any time to provide any information you may need.

Yours sincerely

/s/ Lawrence Dickinson

Lawrence Dickinson
Company Secretary

I agree to the terms and conditions of my appointment as set out in this letter.

Signed: /s/ Fulvio Conti
Fulvio Conti

**ADDENDUM TO THE CONTRACT OF EMPLOYMENT BETWEEN BARCLAYS BANK PLC
("BARCLAYS") AND GARY HOFFMAN ("THE EXECUTIVE")**

WHEREAS:

- Barclays employs the Executive as Group Vice Chairman on the terms and conditions of the Contract of Employment dated 24 December 2003 ("The Contract of Employment").
- Barclays and the Executive have agreed that the terms and conditions of the Contract of Employment shall be amended as set out below following the introduction of the Employment Equality (Age) Regulations 2006.


IT IS HEREBY AGREED:

1. In clause 2.4, the words "the age of 60" shall be replaced by "the age of 65".
2. In the event of any conflict between this Addendum and the Contract of Employment, the terms and conditions of this Addendum shall prevail.
3. For the avoidance of doubt those terms and conditions of the Contract of Employment not amended by this Addendum shall continue in full force and effect.
4. Words and expressions in the Contract of Employment shall have the same meaning when used in Addendum.

Signed for and on behalf of
BARLCAYS BANK PLC:

Signed for and on behalf of **THE
EXECUTIVE:**

Name: 
Position: Joint Company Secretary
Date: 6th March 2007.

Name: 
Position: Group Vice Chairman
Date: 6th March 2007

**ADDENDUM TO THE CONTRACT OF EMPLOYMENT BETWEEN BARCLAYS BANK PLC
("BARCLAYS") AND JOHN SILVESTER VARLEY ("THE EXECUTIVE")**

WHEREAS:


- Barclays employs the Executive as Group Chief Executive on the terms and conditions of the Contract of Employment dated 31 August 2004 ("The Contract of Employment").
- Barclays and the Executive have agreed that the terms and conditions of the Contract of Employment shall be amended as set out below following the introduction of the Employment Equality (Age) Regulations 2006.


IT IS HEREBY AGREED:

1. In clause 2.5 the words "the age of 60" shall be replaced by "the age of 65".
2. In the event of any conflict between this Addendum and the Contract of Employment, the terms and conditions of this Addendum shall prevail.
3. For the avoidance of doubt those terms and conditions of the Contract of Employment not amended by this Addendum shall continue in full force and effect.
4. Words and expressions in the Contract of Employment shall have the same meaning when used in Addendum.

Signed for and on behalf of
BARCLAYS BANK PLC:

Signed for and on behalf of
THE EXECUTIVE:

Name: 
Position: Joint Company Secretary
Date: 6th March 2007.

Name: 
Position: Group Chief Executive
Date: 6th March 2007

RATIOS OF EARNINGS UNDER IFRS TO FIXED CHARGES

The calculations can be found in the US GAAP financial data on page 288 of the Form 20-F.

RATIOS OF EARNINGS UNDER UK GAAP TO FIXED CHARGES

The calculations can be found in the US GAAP financial data on page 288 of the Form 20-F.

RATIOS OF EARNINGS UNDER US GAAP TO FIXED CHARGES

The calculations can be found in the US GAAP financial data on page 288 of the Form 20-F.

**RATIOS OF EARNINGS UNDER IFRS TO COMBINED FIXED CHARGES, PREFERENCE SHARE DIVIDENDS AND
SIMILAR APPROPRIATIONS**

The calculations can be found in the US GAAP financial data on page 289 of the Form 20-F.

**RATIOS OF EARNINGS UNDER UK GAAP TO COMBINED FIXED CHARGES, PREFERENCE SHARE DIVIDENDS
AND SIMILAR APPROPRIATIONS**

The calculations can be found in the US GAAP financial data on page 289 of the Form 20-F.

**RATIOS OF EARNINGS UNDER US GAAP TO COMBINED FIXED CHARGES, PREFERENCE SHARE DIVIDENDS
AND SIMILAR APPROPRIATIONS**

The calculations can be found in the US GAAP financial data on page 289 of the Form 20-F.

Exhibit 8.1

This exhibit contains a list of subsidiaries of Barclays PLC and Barclays Bank PC and their jurisdiction of incorporation. This list is not complete. Any subsidiaries not included in the list would not, in the aggregate, constitute a “significant subsidiary” as defined in Rule 1-02(w) of Regulation S-X as of December 31, 2006.

<u>Jurisdiction</u>	<u>Company</u>
United Kingdom (GB)	54 Lombard Street Investments Limited
United Kingdom (GB)	Albert E Sharp Limited
United Kingdom (GB)	Allied Provincial P.E.P. (Nominees) Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	Allied Trust Limited (In liquidation 07/07/05)
United Kingdom (GB)	Antlia Shipping LTD Partnership
United Kingdom (GB)	APS Standby Nominees Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	Aquarius Shipping (UK) LTD Partnership
United Kingdom (GB)	Aquila Shipping (UK) LTD Partnership
United Kingdom (GB)	Aries Shipping LTD Partnership
United Kingdom (GB)	AUK
United Kingdom (GB)	B D & B Investments Limited
United Kingdom (GB)	B.P.B. (Holdings) Limited
United Kingdom (GB)	Barafor Limited
United Kingdom (GB)	Barclay Leasing Limited
United Kingdom (GB)	Barclay Projects Limited
United Kingdom (GB)	Barclaycard (LQ) Limited
United Kingdom (GB)	Barclaycard Funding PLC
United Kingdom (GB)	Barclays (CB) Limited
United Kingdom (GB)	Barclays (Security Realisation) Limited
United Kingdom (GB)	Barclays Administration Services Limited (In Liquidation 13.10.2006)
United Kingdom (GB)	Barclays Aldersgate Investments Limited
United Kingdom (GB)	Barclays Alma Mater General Partner Limited
United Kingdom (GB)	Barclays Amarillo Investments Limited
United Kingdom (GB)	Barclays Asset Management Services Limited
United Kingdom (GB)	Barclays B2B.com Limited (In Liquidation 06/10/2006)
United Kingdom (GB)	Barclays Bank (London and International) Limited (in liquidation 12.08.02)
United Kingdom (GB)	Barclays Bank PLC
United Kingdom (GB)	Barclays Bank Trust Company Limited
United Kingdom (GB)	Barclays Beaumont Investments Limited (in liquidation 21.09.2005)
United Kingdom (GB)	Barclays Capital Asia Holdings Limited
United Kingdom (GB)	Barclays Capital Finance Limited
United Kingdom (GB)	Barclays Capital Futures Limited
United Kingdom (GB)	Barclays Capital Futures Trading Limited (In Liquidation 08/04/05)
United Kingdom (GB)	Barclays Capital Japan Securities Holdings Limited
United Kingdom (GB)	Barclays Capital Margin Financing Limited
United Kingdom (GB)	Barclays Capital Nominees (No.2) Limited
United Kingdom (GB)	Barclays Capital Nominees (No.3) Limited
United Kingdom (GB)	Barclays Capital Nominees Limited
United Kingdom (GB)	Barclays Capital Overseas Limited
United Kingdom (GB)	Barclays Capital Pensions Limited
United Kingdom (GB)	Barclays Capital Principal Investments Limited
United Kingdom (GB)	Barclays Capital Projects Limited
United Kingdom (GB)	Barclays Capital Securities Limited
United Kingdom (GB)	Barclays Capital Services Limited
United Kingdom (GB)	Barclays Capital Strategic Advisers Limited
United Kingdom (GB)	Barclays Carina Investments Limited (in liquidation 21.09.2005)
United Kingdom (GB)	Barclays Converted Investments (No.2) Limited
United Kingdom (GB)	Barclays Converted Investments Limited
United Kingdom (GB)	Barclays Darnay Euro Investments Limited
United Kingdom (GB)	Barclays Directors Limited
United Kingdom (GB)	Barclays E.B.S. Managers Limited
United Kingdom (GB)	Barclays European Infrastructure II Limited
United Kingdom (GB)	Barclays European Infrastructure Limited
United Kingdom (GB)	Barclays Executive Schemes Trustees Limited
United Kingdom (GB)	Barclays Export and Finance Company Limited

United Kingdom (GB)	Barclays Factoring Limited
United Kingdom (GB)	Barclays Finance Europe Limited
United Kingdom (GB)	Barclays Financial Management Limited
United Kingdom (GB)	Barclays Financial Planning Limited
United Kingdom (GB)	Barclays Financial Planning Nominee Company Limited
United Kingdom (GB)	Barclays Financial Services Limited (in liquidation 19.10.2006)
United Kingdom (GB)	Barclays Funds Investments (Europe) Limited
United Kingdom (GB)	Barclays Funds Investments Limited
United Kingdom (GB)	Barclays Funds Limited
United Kingdom (GB)	Barclays Global Investors Finance Limited
United Kingdom (GB)	Barclays Global Investors Limited
United Kingdom (GB)	Barclays Global Investors Pensions Management Limited
United Kingdom (GB)	Barclays Global Investors Services Limited
United Kingdom (GB)	Barclays Global Investors UK Holdings Limited
United Kingdom (GB)	Barclays Group Holdings Limited
United Kingdom (GB)	Barclays Homemove Limited
United Kingdom (GB)	Barclays Industrial Development Limited
United Kingdom (GB)	Barclays Industrial Investments Limited
United Kingdom (GB)	Barclays Industrial Leasing Limited
United Kingdom (GB)	Barclays Insurance Services Company Limited
United Kingdom (GB)	Barclays Investment Management Limited
United Kingdom (GB)	Barclays Leasing (No.3) Limited
United Kingdom (GB)	Barclays Leasing (No.6) Limited
United Kingdom (GB)	Barclays Leasing (No.9) Limited
United Kingdom (GB)	Barclays Leasing (No.12) Limited
United Kingdom (GB)	Barclays Leasing (No.15) Limited
United Kingdom (GB)	Barclays Leasing (No.18) Limited
United Kingdom (GB)	Barclays Leasing (No.21) Limited
United Kingdom (GB)	Barclays Leasing (No.24) Limited
United Kingdom (GB)	Barclays Life Assurance Company Limited
United Kingdom (GB)	Barclays Mercantile Business Finance Limited
United Kingdom (GB)	Barclays Mercantile Highland Finance Limited
United Kingdom (GB)	Barclays Mercantile Limited
United Kingdom (GB)	Barclays Metals (Investments) Limited (In liquidation 06.07.06)
United Kingdom (GB)	Barclays Metals Limited
United Kingdom (GB)	Barclays Nominees (Aldermanbury) Limited
United Kingdom (GB)	Barclays Nominees (Branches) Limited
United Kingdom (GB)	Barclays Nominees (George Yard) Limited
United Kingdom (GB)	Barclays Nominees (K.W.S.) Limited
United Kingdom (GB)	Barclays Nominees (Monument) Limited
United Kingdom (GB)	Barclays Nominees (Provincial) Limited
United Kingdom (GB)	Barclays Nominees (United Nations For UNJSPF) Limited
United Kingdom (GB)	Barclays Overseas Pension Funds Trustees Limited
United Kingdom (GB)	Barclays Pension Funds Trustees Limited
United Kingdom (GB)	Barclays Physical Trading Limited
United Kingdom (GB)	Barclays PLC
United Kingdom (GB)	Barclays Portfolio (UK) Limited (In liquidation 06.12.2006)
United Kingdom (GB)	Barclays Portfolio (UK) No.2 Limited
United Kingdom (GB)	Barclays Private Bank Limited
United Kingdom (GB)	Barclays Private Banking Services Limited
United Kingdom (GB)	Barclays Private Equity Limited
United Kingdom (GB)	Barclays Private Trust Limited
United Kingdom (GB)	Barclays Property Holdings Limited (In liquidation 09.11.2006)
United Kingdom (GB)	Barclays PVL Partnership Limited
United Kingdom (GB)	Barclays Safe Custody Limited (In Liquidation 19.10.2006)
United Kingdom (GB)	Barclays SAMS Limited
United Kingdom (GB)	Barclays Services (Japan) Limited
United Kingdom (GB)	Barclays Sharedealing
United Kingdom (GB)	Barclays Special Partner Limited
United Kingdom (GB)	Barclays Stockbrokers (Holdings) Limited

United Kingdom (GB)	Barclays Stockbrokers (Nominees) Limited
United Kingdom (GB)	Barclays Stockbrokers Limited
United Kingdom (GB)	Barclays Unquoted Investments Limited
United Kingdom (GB)	Barclays Unquoted Property Investments Limited
United Kingdom (GB)	Barclays Venture Nominees Limited
United Kingdom (GB)	Barclays Xansa Partnership Limited
United Kingdom (GB)	Barclayshare Nominees Limited
United Kingdom (GB)	Barcosec Limited
United Kingdom (GB)	Bardco Property Investments Limited (In Liquidation 04.10.2006)
United Kingdom (GB)	Barley Investments Limited
United Kingdom (GB)	Barley Showhomes Limited
United Kingdom (GB)	Barmac (Construction) Limited
United Kingdom (GB)	Barometers Limited
United Kingdom (GB)	Barsec Nominees Limited
United Kingdom (GB)	Barshelfco (TR No.3) Limited
United Kingdom (GB)	BEIF Management Limited
United Kingdom (GB)	Bevan Nominees Limited
United Kingdom (GB)	BLAC Limited
United Kingdom (GB)	BLAF (No. 2) Limited
United Kingdom (GB)	BLAF (No. 3) Limited
United Kingdom (GB)	BLAF (No. 9) Limited
United Kingdom (GB)	BLAF (No.10) Limited
United Kingdom (GB)	BLAF (No.11) Limited
United Kingdom (GB)	Blenheim Capital Services Limited
United Kingdom (GB)	Blossom Finance Limited Partnership
United Kingdom (GB)	BMBF (Bluewater Investments) Limited
United Kingdom (GB)	BMBF (No. 3) Limited
United Kingdom (GB)	BMBF (No. 6) Limited
United Kingdom (GB)	BMBF (No. 9) Limited
United Kingdom (GB)	BMBF (No.12) Limited
United Kingdom (GB)	BMBF (No.15) Limited
United Kingdom (GB)	BMBF (No.18) Limited
United Kingdom (GB)	BMBF (No.21) Limited
United Kingdom (GB)	BMBF (No.24) Limited
United Kingdom (GB)	BMBF USD NO1 Limited
United Kingdom (GB)	BMI (No. 3) Limited
United Kingdom (GB)	BMI (No. 6) Limited
United Kingdom (GB)	BMI (No. 9) Limited
United Kingdom (GB)	BMI (No. 18) Limited
United Kingdom (GB)	BMI Marine Limited
United Kingdom (GB)	Borindale Investments Limited
United Kingdom (GB)	Boudeuse Limited
United Kingdom (GB)	BPE General Partner II Limited
United Kingdom (GB)	BPE General Partner Limited
United Kingdom (GB)	BPH Developments Limited (In Liquidation 09.11.2006)
United Kingdom (GB)	Braven Investments No.2 Limited
United Kingdom (GB)	Broker Ridge Limited
United Kingdom (GB)	Capel Cure Sharp Limited
United Kingdom (GB)	Capel-Cure Myers Nominees Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	Capel-Cure Myers Unit Trust Management (PEP Nominees) Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	Carhampton Investments Limited
United Kingdom (GB)	Carnegie Holdings Limited
United Kingdom (GB)	Chinnock Capital PLC
United Kingdom (GB)	Claas Finance Limited
United Kingdom (GB)	Clearlybusiness.com Limited
United Kingdom (GB)	Clink Street Nominees Limited
United Kingdom (GB)	Clydesdale Financial Services Limited
United Kingdom (GB)	Cobalt Investments Limited
United Kingdom (GB)	Commensus Limited

United Kingdom (GB)	Corrida Investments Limited
United Kingdom (GB)	Cosever Shipping Limited Partnership
United Kingdom (GB)	Cosfair Shipping Limited Partnership
United Kingdom (GB)	Cosluck Shipping Limited Partnership
United Kingdom (GB)	Costar Shipping Limited Partnership
United Kingdom (GB)	D C & O Investments Limited
United Kingdom (GB)	Denham Investments Limited
United Kingdom (GB)	Dion Investments No.2 Limited
United Kingdom (GB)	Durlacher Nominees Limited
United Kingdom (GB)	Eagle Financial and Leasing Services (UK) Limited
United Kingdom (GB)	East Port Investments Limited
United Kingdom (GB)	Ebbgate Holdings Limited
United Kingdom (GB)	Ebbgate Investments Limited
United Kingdom (GB)	Ebbscot Investments Limited
United Kingdom (GB)	Electric Investments Limited
United Kingdom (GB)	EM Investments (Brazil) Limited
United Kingdom (GB)	EM Investments (Brazil) No.2 Limited
United Kingdom (GB)	EM Investments (South Africa) Limited
United Kingdom (GB)	EM Investments (South Africa) No. 2 Limited
United Kingdom (GB)	EM Investments (Switzerland) Limited
United Kingdom (GB)	EM Investments No.1 Limited
United Kingdom (GB)	EM Investments No.2 Limited
United Kingdom (GB)	EM Investments No.3 Limited
United Kingdom (GB)	Emily Finance Limited Partnership
United Kingdom (GB)	Exshelfco (DZBC)
United Kingdom (GB)	Figurefile Limited
United Kingdom (GB)	Finpart Nominees Limited
United Kingdom (GB)	FIRSTPLUS Financial Group PLC
United Kingdom (GB)	FIRSTPLUS Management Services Limited
United Kingdom (GB)	Fitzroy Finance Limited
United Kingdom (GB)	Flagship Care (Lancaster) Limited
United Kingdom (GB)	Flagship Care (Surrey) Limited
United Kingdom (GB)	Fleetway House Construction Management Limited (in liquidation 25-11-04)
United Kingdom (GB)	Foltus Investments Limited
United Kingdom (GB)	Forest Road Investments Limited
United Kingdom (GB)	FP Mortgage Loans No.1 Limited
United Kingdom (GB)	Frobisher Funding Limited
United Kingdom (GB)	Gerrard (OMH) Limited
United Kingdom (GB)	Gerrard Financial Planning Limited
United Kingdom (GB)	Gerrard Investment Management Limited
United Kingdom (GB)	Gerrard Limited
United Kingdom (GB)	Gerrard Management Services Limited
United Kingdom (GB)	Gerrard Nominees Limited
United Kingdom (GB)	Gerrard Vivian Gray Limited
United Kingdom (GB)	Globe Nominees Limited
United Kingdom (GB)	GM Computers Limited
United Kingdom (GB)	GN Tower Limited
United Kingdom (GB)	Gorton Nominees Limited
United Kingdom (GB)	Gracechurch Trust Company Limited (in liquidation 10.04.06)
United Kingdom (GB)	Greig Middleton Holdings Limited
United Kingdom (GB)	Greig Middleton Nominees Limited
United Kingdom (GB)	Grenville Funding Limited
United Kingdom (GB)	GW City Ventures Limited
United Kingdom (GB)	Hawkins Funding Limited
United Kingdom (GB)	Heraldglen Limited
United Kingdom (GB)	Hoardburst Limited
United Kingdom (GB)	Home Retail Group Personal Finance Limited
United Kingdom (GB)	IMD Developments Limited (In Liquidation 10/04/04)
United Kingdom (GB)	Imry Holdings Limited
United Kingdom (GB)	Imry Properties Developments Limited (In Liquidation 27/10/04)

United Kingdom (GB)	Imry Property Holdings Limited (In Liquidation 04/03/05)
United Kingdom (GB)	Infrastructure Investors Limited
United Kingdom (GB)	Intelenet (UK) Limited
United Kingdom (GB)	Intelligent Processing Solutions Limited
United Kingdom (GB)	Investors in Infrastructure Limited
United Kingdom (GB)	Iveco Finance Holdings Limited
United Kingdom (GB)	Iveco Finance Limited
United Kingdom (GB)	J.V. Estates Limited
United Kingdom (GB)	Keepier Investments
United Kingdom (GB)	Kirsche Investments Limited
United Kingdom (GB)	Laycable Shipping Limited Partnership
United Kingdom (GB)	Laypipeline Shipping Limited Partnership
United Kingdom (GB)	Legatus Investments Limited
United Kingdom (GB)	Limebank Property Company Limited
United Kingdom (GB)	Lindley Developments Limited
United Kingdom (GB)	Lombard Street Nominees Limited
United Kingdom (GB)	Maloney Investments Limited
United Kingdom (GB)	Mantilla Investments Limited
United Kingdom (GB)	Martins Bank Limited (In liquidation 19.09.05)
United Kingdom (GB)	Martins Investments Limited
United Kingdom (GB)	MCC (No.200) Limited
United Kingdom (GB)	MCC Leasing (No. 3) Limited
United Kingdom (GB)	MCC Leasing (No. 6) Limited
United Kingdom (GB)	MCC Leasing (No.15) Limited
United Kingdom (GB)	MCC Leasing (No.21) Limited
United Kingdom (GB)	MCC Leasing (No.24) Limited
United Kingdom (GB)	Menlo Investments Limited
United Kingdom (GB)	Mercantile Credit Company Limited
United Kingdom (GB)	Mercantile Industrial Leasing Limited
United Kingdom (GB)	Mercantile Leasing Administration Limited
United Kingdom (GB)	Mercantile Leasing Company (No.132) Limited
United Kingdom (GB)	Mercantile Leasing Company (No.144) Limited
United Kingdom (GB)	Mercantile Leasing Company (No.147) Limited
United Kingdom (GB)	Mercantile Leasing Company (No.150) Limited
United Kingdom (GB)	Mercers Debt Collections Limited
United Kingdom (GB)	Morris Showhomes Limited
United Kingdom (GB)	Motability Finance Limited
United Kingdom (GB)	Muleta Investments Limited
United Kingdom (GB)	Murray House Investment Management Limited
United Kingdom (GB)	Murray House Investments Limited
United Kingdom (GB)	Myers Grove Investments Limited
United Kingdom (GB)	Naxos Investments Limited
United Kingdom (GB)	New Holland Finance Limited
United Kingdom (GB)	North Colonnade Investments Limited
United Kingdom (GB)	Northwharf Investments Limited
United Kingdom (GB)	NuDelta Company Limited (In Liquidation 20.10.2006)
United Kingdom (GB)	Oak Dedicated Limited
United Kingdom (GB)	Oak Dedicated Three Limited
United Kingdom (GB)	Oak Dedicated Two Limited
United Kingdom (GB)	Odysseus (Martins) Investments Limited
United Kingdom (GB)	One Lothbury Holdings Limited
United Kingdom (GB)	One Lothbury Limited
United Kingdom (GB)	Patria Investments No.2 Limited
United Kingdom (GB)	PE Nominees Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	PIA England No.1 Limited Partnership
United Kingdom (GB)	Pisces Nominees Limited
United Kingdom (GB)	Plumblin Properties Limited
United Kingdom (GB)	PSA Credit Company Limited (in members' voluntary liquidation since 1994)
United Kingdom (GB)	R.C. Greig Nominees Limited
United Kingdom (GB)	Redkeep Limited (In Liquidation - 12/09/2005)

United Kingdom (GB)	Reflex Nominees Limited
United Kingdom (GB)	Registration Services Limited (In Liquidation 09.11.2006)
United Kingdom (GB)	Regmore Homes Limited (In Liquidation - 20/07/05)
United Kingdom (GB)	Robinson Finance Limited Partnership
United Kingdom (GB)	Ruthenium Investments Limited
United Kingdom (GB)	S.F.E. Leasing Company Limited
United Kingdom (GB)	S.T.& H. Nominees Limited (Application to strike off - 28/12/2006)
United Kingdom (GB)	SCM PIA Scotland GP Limited
United Kingdom (GB)	Scotlife Home Loans (No.3) Limited
United Kingdom (GB)	Sharelink Nominees Limited
United Kingdom (GB)	Shooters Grove Holdings Limited
United Kingdom (GB)	Sixtus Funding Limited
United Kingdom (GB)	Solution Personal Finance Limited
United Kingdom (GB)	Surety Trust Limited
United Kingdom (GB)	Swan Lane Investments Limited
United Kingdom (GB)	Sycamore Shipping Limited Partnership
United Kingdom (GB)	Tercio Investments
United Kingdom (GB)	The Fenchurch Partnership
United Kingdom (GB)	Thomas Cook Personal Finance Limited
United Kingdom (GB)	Titus Investments Limited
United Kingdom (GB)	Torero Investment Holdings
United Kingdom (GB)	Town & Country Homebuilders Limited
United Kingdom (GB)	Town & Country Property Services Limited
United Kingdom (GB)	Tradewise Services International Limited (in liquidation 19.10.2006)
United Kingdom (GB)	Transpay Limited (in Liquidation 15.02.2006)
United Kingdom (GB)	Twenty-Nine Gracechurch Street Nominees Limited (In Liquidation 09.11.2006)
United Kingdom (GB)	Ulysses Finance
United Kingdom (GB)	Venturi Investment Management Limited (In Liquidation 10.04.2006)
United Kingdom (GB)	Vivian Gray Nominees Limited
United Kingdom (GB)	W.D. Pension Fund Limited
United Kingdom (GB)	Wedd Jefferson (Nominees) Limited
United Kingdom (GB)	Wenlock Capital 1 Limited
United Kingdom (GB)	Wenlock Capital 2 Limited
United Kingdom (GB)	Wenlock Capital 3 Limited
United Kingdom (GB)	Westferry Investments Limited
United Kingdom (GB)	Wharf Ventures Limited
United Kingdom (GB)	Windward Leasing General Partnership
United Kingdom (GB)	Woolwich (Europe) Limited (In Liquidation 20.10.2006)
United Kingdom (GB)	Woolwich Assured Homes Limited
United Kingdom (GB)	Woolwich Countryside Limited
United Kingdom (GB)	Woolwich Group Funding plc (In Liquidation 27.07.2006)
United Kingdom (GB)	Woolwich Homes (1987) Limited
United Kingdom (GB)	Woolwich Homes Limited
United Kingdom (GB)	Woolwich Insurance Services Limited
United Kingdom (GB)	Woolwich Limited
United Kingdom (GB)	Woolwich Mortgage Services Limited
United Kingdom (GB)	Woolwich Pension Fund Trust Company Limited (In liquidation 06.07.06)
United Kingdom (GB)	Woolwich Personal Finance Limited (In liquidation 12.09.06)
United Kingdom (GB)	Woolwich Plan Managers Limited
United Kingdom (GB)	Woolwich Qualifying Employee Share Ownership Trustetee Limited
United Kingdom (GB)	Woolwich Surveying Services Limited
United Kingdom (GB)	Woolwich Surveying Services Property Management Limited
United Kingdom (GB)	Woolwich Telecoms Limited
United Kingdom (GB)	Woolwich Unit Trust Managers Limited
United Kingdom (GB)	WV (Wokingham) Limited
United Kingdom (GB)	Wysteria Euro Investments Limited
United Kingdom (GB)	Zeban Nominees Limited
Argentina (AR)	Barclays Capital Argentina S.A.
Australia (AU)	Barclays Global Investors Australia Holdings Pty Limited
Australia (AU)	Barclays Global Investors Australia Limited

Australia (AU)	Barclays Global Investors Australia Services Limited
Australia (AU)	Barclays Services Pty Limited (In Liquidation 02.02.2006)
Australia (AU)	Barrep Pty Limited
Belgium (BE)	Belgian Turbine Lease Corporation NV
Bermuda (BM)	Barclays International Leasing (Bermuda) Limited (In Liquidation 30/11/2006)
Brazil (BR)	Banco Barclays S.A.
Brazil (BR)	BBSA Servicos e Participacoes Limitada
Brazil (BR)	Golden Companhia Securitizadora de Creditos Financeiros
Bahamas (BS)	BBSA (Bahamas) Limited
Bahamas (BS)	Perpetual Nominees SA
Botswana (BW)	Barclays Bank of Botswana Limited
Botswana (BW)	Barclays Botswana Nominees (Pty) Limited
Botswana (BW)	Barclays Insurance Services (Pty) Limited
Canada (CA)	Barclays Canadian Commodities Limited
Canada (CA)	Barclays Corporation Limited
Canada (CA)	Barclays Global Investors Canada Limited
Canada (CA)	Barclays Global Investors Holdings Canada Limited
Canada (CA)	Barclays Global Investors Services Canada Limited
Switzerland (CH)	Barclays Bank (Suisse) S.A.
Switzerland (CH)	Barclays Global Investors (Schweiz) AG
Switzerland (CH)	Barclays Leasing AG
Switzerland (CH)	Barclays Private Equity (Schweiz) AG
Switzerland (CH)	Barclaytrust (Suisse) SA
Switzerland (CH)	BPB Holdings S.A.
Switzerland (CH)	Iveco Finance AG
Germany (DE)	Am Platzl Nominees GmbH
Germany (DE)	Barclays Capital Effekten GmbH
Germany (DE)	Barclays Global Investors Holdings Deutschland GmbH
Germany (DE)	Barclays Global Investors Services Deutschland GmbH
Germany (DE)	Barclays Private Equity GmbH
Germany (DE)	Barclays Private Equity Verwaltungs GmbH
Germany (DE)	FRESIMO Grundstuecksverwaltungs GmbH
Germany (DE)	GVJ Grundstuecksverwaltung Jaegerstrasse 4 GmbH
Germany (DE)	Indexchange Investment AG
Germany (DE)	Iveco Finance GmbH
Germany (DE)	Jaegerstrasse 4 Gesellschaft buergerlichen Rechts
Germany (DE)	Salvete Immobilien Beteiligungs GmbH
Egypt (EG)	Barclays Bank Egypt SAE
Spain (ES)	Antilia Promociones Inmobiliarias SA
Spain (ES)	Auxiliar de Banca y Finanzas AIE
Spain (ES)	Banzarenting SA
Spain (ES)	Barclays Bank SA
Spain (ES)	Barclays Correduria de Seguros SA
Spain (ES)	Barclays Factoring SA Establecimiento Financiero De Credito
Spain (ES)	Barclays Fondos, SGIIC, SA
Spain (ES)	Barclays Mercantile Espana S.A. (In Liquidation)
Spain (ES)	Barclays Vida y Pensiones Compania de Seguros, SA
Spain (ES)	BZ Grupo Banco Zaragozano Sociedad de Agenica de Seguros SA
Spain (ES)	Iberalbion A.I.E.
Spain (ES)	Inmuebles y Servicios Banzano SA
Spain (ES)	ISB CANARIAS SA
Spain (ES)	Naviera Arrecife Acrupacion de Interes Economico
Spain (ES)	Naviera del Hierro Agrupacion de Interes Economico
Spain (ES)	Ruval SA
France (FR)	BARCAP S.A.S.
France (FR)	Barclays Asset Management France SA (BAMF)
France (FR)	Barclays Bail SA
France (FR)	Barclays Courtage SAS
France (FR)	Barclays Finance S.C.S.
France (FR)	Barclays Financements Immobiliers (BARFIMMO) SA

France (FR)	Barclays France SA
France (FR)	Barclays Private Equity France SAS
France (FR)	Barclays Programme Management - BPM SA (Dissolution without Liquidation 20/11/2006)
France (FR)	Barclays Vie SA
France (FR)	Capvent
France (FR)	Denival SA
France (FR)	GIE Lara
France (FR)	Laffitte Patrimoine SA
France (FR)	Partvent
France (FR)	S.C.I. des Garages du 21 Rue Laffitte (in Liquidation)
France (FR)	Societe Civile Immobiliere Barclays Immo Hexagone
France (FR)	Societe Civile Immobiliere Barclays Immo Hexagone II
France (FR)	Societe Francaise de Gestion et de Construction (SFGC) SA
France (FR)	Transolver Finance S.A.
France (FR)	Transolver Services S.A.
Guernsey (GB-GUR)	Barclays Global Investors Guernsey Limited
Guernsey (GB)	Barclays Insurance Guernsey PCC Limited
Guernsey (GB)	Barclays Nominees (Guernsey) Limited
Guernsey (GB)	Blenheim Capital Holdings Limited
Guernsey (GB)	Blenheim Capital Partners Limited
Isle of Man (GB)	Barclays Holdings (Isle of Man) Limited
Isle of Man (GB)	Barclays Investment Bonds (Isle of Man) Limited
Isle of Man (GB)	Barclays Nominees (Manx) Limited
Isle of Man (GB)	Barclays Portfolio (I.O.M. GP) Limited
Isle of Man (GB)	Barclays Portfolio (IoM GP) No.2 Limited
Isle of Man (GB)	Barclays Private Bank & Trust (Isle of Man) Limited
Isle of Man (GB)	Barclays Private Clients International Limited
Isle of Man (GB)	Barclaytrust (Nominees) Isle of Man Limited
Isle of Man (GB)	Barclaytrust International Nominees (Isle of Man) Limited
Isle of Man (GB)	The Dorchester Limited Partnership
Jersey (GB)	Aix Investment Company Limited
Jersey (GB)	Barbridge Limited
Jersey (GB)	Barclays Capital (Jersey) Limited
Jersey (GB)	Barclays Funding (Jersey) Limited
Jersey (GB)	Barclays International Fund Managers Limited
Jersey (GB)	Barclays International Funds Group Limited
Jersey (GB)	Barclays Nominees (Jersey) Limited
Jersey (GB)	Barclays Private Bank & Trust Limited
Jersey (GB)	Barclays Services Jersey Limited
Jersey (GB)	Barclays Wealth Management Jersey Limited
Jersey (GB)	Barclaytrust Channel Islands Limited
Jersey (GB)	Barclaytrust International (Jersey) Limited
Jersey (GB)	Barclaytrust Jersey Limited
Jersey (GB)	BIS Jersey Limited
Jersey (GB)	Brise de Mer Apartments Limited
Jersey (GB)	Karami Holdings Limited
Jersey (GB)	Verdala (Clos de la Rocque) Limited
Ghana (GH)	Barclays Bank of Ghana Limited
Ghana (GH)	Barclays Bank of Ghana Nominees Limited
Gibraltar (GI)	Barclays Gibraltar Nominees Company Limited
Gibraltar (GI)	Barclays Private Clients International (Gibraltar) Limited
Gibraltar (GI)	Barclaytrust International Nominees (Gibraltar) Limited
Hong Kong (HK)	Barclays Asia Limited
Hong Kong (HK)	Barclays Bank (Hong Kong Nominees) Limited
Hong Kong (HK)	Barclays Capital Asia Limited
Hong Kong (HK)	Barclays Capital Asia Nominees Limited
Hong Kong (HK)	Barclays Capital Futures Hong Kong Limited
Hong Kong (HK)	Barclays Capital Securities Asia Limited
Hong Kong (HK)	Barclays Global Investors North Asia Limited
Indonesia (ID)	PT Barclays Capital Securities Indonesia

Ireland (IE)	Barclaycard (Ireland) Limited
Ireland (IE)	Barclaycard Irish Properties Limited
Ireland (IE)	Barclays Assurance (Dublin) Limited
Ireland (IE)	Barclays Bank Ireland Public Limited Company
Ireland (IE)	Barclays Global Investors Ireland Limited
Ireland (IE)	Barclays Holdings Ireland Limited
Ireland (IE)	Barclays Insurance (Dublin) Limited
Ireland (IE)	Barclays International Financial Services (Ireland) Limited
Ireland (IE)	Barclays Ireland Nominees Limited
Ireland (IE)	Barclays Management Services (Ireland) Limited
Ireland (IE)	Barclays Reinsurance Dublin Limited
Ireland (IE)	Barclays Reinsurance Ireland (No.2) Limited
Ireland (IE)	Barclays Services (Dublin) Limited
Ireland (IE)	Celsius Funds plc
Ireland (IE)	Highland Finance Ireland Limited
India (IN)	Barclays Holdings India Private Limited
India (IN)	Barclays Securities (India) Private Limited
India (IN)	Intelenet Global Services Private Limited
India (IN)	Rank Investments & Credits (India) Limited
India (IN)	Sparsh BPO Services Limited
Italy (IT)	Barclays Financial Services Italia S.p.A.
Italy (IT)	Barclays Private Equity S.p.A.
Italy (IT)	Gabetti Holding SpA
Italy (IT)	Iveco Finanziaria S.p.A.
Japan (JP)	Barclays Capital Japan Limited
Japan (JP)	Barclays Global Investors Japan Limited
Japan (JP)	Barclays Global Investors Japan Services Limited
Japan (JP)	Barclays Global Investors Japan Trust & Banking Co. Ltd
Kenya (KE)	Barclays (Kenya) Nominees Limited
Kenya (KE)	Barclays Advisory and Registrar Services Limited
Kenya (KE)	Barclays Bank of Kenya Limited
Kenya (KE)	Barclays Financial Services Limited
Kenya (KE)	Barclays Mercantile Limited
Kenya (KE)	Barclays Securities Services (Kenya) Ltd
Korea	Woori BC Pegasus Securitization Specialty Co., Limited
Korea	Woori SME Asset Securitization Specialty Co., Limited
Cayman Islands (KY)	Abellio Investments Limited
Cayman Islands (KY)	Alymere Investments Limited
Cayman Islands (KY)	Antlia Investments Limited
Cayman Islands (KY)	Aquitaine Investments Limited
Cayman Islands (KY)	Aspin Investments Limited
Cayman Islands (KY)	Aubisque Investments Limited
Cayman Islands (KY)	Ballon Investments Limited
Cayman Islands (KY)	Barclays Capital (Cayman) Limited
Cayman Islands (KY)	Barclays Capital Japan Holdings Limited
Cayman Islands (KY)	Barclays Japan Limited
Cayman Islands (KY)	Barclays Private Bank & Trust (Cayman) Limited
Cayman Islands (KY)	Belgravia Securities Investments Limited
Cayman Islands (KY)	Bramley Landing Limited
Cayman Islands (KY)	Braven Investments No.1 Limited
Cayman Islands (KY)	Bronco (Barclays Cayman) Limited
Cayman Islands (KY)	Brule 1 Investments Limited
Cayman Islands (KY)	Brule 2 Investments Limited
Cayman Islands (KY)	Capton Investments Limited
Cayman Islands (KY)	Cohort Investments Limited
Cayman Islands (KY)	Collo Investments Limited
Cayman Islands (KY)	Commodities Principal Investments 106 Limited
Cayman Islands (KY)	Core Investments (Cayman) Limited
Cayman Islands (KY)	CPIA Investments No.1 Limited
Cayman Islands (KY)	Cureton Investments No.1 Limited

Cayman Islands (KY)	Cureton Investments No.2 Limited
Cayman Islands (KY)	Demeter (Cayman) Limited
Cayman Islands (KY)	Dion Investments No.1 Limited
Cayman Islands (KY)	Draco Investments (London) Limited
Cayman Islands (KY)	Eagle Financial & Leasing Services Limited
Cayman Islands (KY)	Eagle Holdings Ltd
Cayman Islands (KY)	Eagle Management Services Limited
Cayman Islands (KY)	Eleanor Investments Limited
Cayman Islands (KY)	Galibier Investments Limited
Cayman Islands (KY)	Gallen Investments Limited
Cayman Islands (KY)	Golden Eagle Holdings Ltd
Cayman Islands (KY)	Grey Lynn Investments Limited
Cayman Islands (KY)	Grus Investments Limited
Cayman Islands (KY)	Heliodor Investments Limited
Cayman Islands (KY)	Hupa Investments Limited
Cayman Islands (KY)	Hurley Investments No.1 Limited
Cayman Islands (KY)	Hurley Investments No.2 Limited
Cayman Islands (KY)	Hurley Investments No.3 Limited
Cayman Islands (KY)	HYMF (Cayman) Limited
Cayman Islands (KY)	Indair Leasing (Cayman) Limited
Cayman Islands (KY)	Iris Investments 1 Limited
Cayman Islands (KY)	Iris Investments 3 Limited
Cayman Islands (KY)	Iris Investments 4 Limited
Cayman Islands (KY)	Iseran Investments Limited
Cayman Islands (KY)	Izoard Investments Limited
Cayman Islands (KY)	JV Assets Limited
Cayman Islands (KY)	Loxley Investments Limited
Cayman Islands (KY)	Meadowbank Investments Limited
Cayman Islands (KY)	Mintaka Investments No. 1 Limited
Cayman Islands (KY)	Mintaka Investments No. 3 Limited
Cayman Islands (KY)	Mintaka Investments No. 4 Limited
Cayman Islands (KY)	MMI Investments Limited
Cayman Islands (KY)	Nela Investments Limited
Cayman Islands (KY)	Oberon Investments Limited
Cayman Islands (KY)	Olney Holdings Limited
Cayman Islands (KY)	Otago Investments No.1 Limited
Cayman Islands (KY)	Otago Investments No.2 Limited
Cayman Islands (KY)	Palomina Limited
Cayman Islands (KY)	Parnell Investment Holdings Limited
Cayman Islands (KY)	Patria Investments No.1 Limited
Cayman Islands (KY)	Peyresourde Investments Limited
Cayman Islands (KY)	PIA Investments No.2 Limited
Cayman Islands (KY)	PIA Investments No.1 Limited
Cayman Islands (KY)	Pippin Island Investments Limited
Cayman Islands (KY)	Puydedome Investments Limited
Cayman Islands (KY)	Pyrus Investments Limited
Cayman Islands (KY)	Reynolds Funding 2 Limited
Cayman Islands (KY)	St James Fleet Investments Two Limited
Cayman Islands (KY)	The BGI External Alpha Fund 1 Limited
Cayman Islands (KY)	The Ricardo General Partner Limited
Cayman Islands (KY)	Tourmalet Investments Limited
Cayman Islands (KY)	Ventoux Investments Limited
Cayman Islands (KY)	Wessex Investments Limited
Cayman Islands (KY)	Zepherine Investments Limited
Cayman Islands (KY)	Zinc Holdings Limited
Liechtenstein (LI)	BPB Trust AG
Liberia (LR)	BMI (Shipping) Limited
Luxembourg (LU)	Barclays Aegis Investments Sarl
Luxembourg (LU)	Barclays Capital Investments Luxembourg SARL
Luxembourg (LU)	Barclays Capital Luxembourg SARL

Luxembourg (LU)	Barclays Luxembourg S.A.
Luxembourg (LU)	Barclays Metis Investments No.1 Sarl
Luxembourg (LU)	Wiltz Investments S.a.r.l. (In liquidation - 21.12.2005)
Monaco (MC)	Barclays Private Asset Management (Monaco) SAM
Monaco (MC)	Societe Civile Immobiliere 31 Avenue de la Costa
Malta (MT)	Barclays International Investments (Malta) Limited
Malta (MT)	Celsius Global Funds SICAV plc
Mauritius (MU)	Barclays (H&B) Mauritius Limited
Mauritius (MU)	Barclays Capital Mauritius Limited
Mauritius (MU)	Barclays Capital Securities Mauritius Limited
Mauritius (MU)	Barclays International Leasing Company Limited
Mauritius (MU)	Barclays Leasing Company Limited
Mauritius (MU)	Barclays Mauritius Overseas Holdings Limited
Mexico (MX)	Barclays Bank Mexico, S.A.
Mexico (MX)	Barclays Capital Casa de Bolsa, S.A. de C.V.
Mexico (MX)	Barclays Operativa, S.A. de C.V.
Mexico (MX)	Grupo Financiero Barclays Mexico, S.A. de C.V.
Mexico (MX)	Servicios Barclays, S.A. de C.V.
Malaysia (MY)	Barclays Capital Markets Malaysia Sdn Bhd.
Nigeria (NG)	Barclays Group Representative Office (Nigeria) Limited
Netherlands (NL)	Aylesbury Investments B.V.
Netherlands (NL)	Barclays Capital Investments B.V.
Netherlands (NL)	Barclays Crossharbour Investments B.V.
Netherlands (NL)	Barclays Delta Investments B.V.
Netherlands (NL)	Belisama Investments B.V.
Netherlands (NL)	Bletchley Investments B.V.
Netherlands (NL)	Damay B.V.
Netherlands (NL)	Romintco Investments B.V.
Norway (NO)	EnterCard Norge AS
New Zealand (NZ)	Barclays New Zealand Limited (In Liquidation 30/03/05)
Philippines (PH)	Barclays Capital Securities Philippines, Inc (in liquidation 12/02/1998)
Philippines (PH)	Meridian (SPV-AMC) Corporation
Portugal (PT)	Barclays Fundos, SA
Portugal (PT)	Barclays Prestacao de Servicos - ACE
Romania (RO)	BCI Capital Srl
Seychelles (SC)	Barclays Bank (Seychelles) Limited
Sweden (SE)	EnterCard Holding AB
Sweden (SE)	EnterCard Sverige AB
Singapore (SG)	Barclays Bank (Singapore Nominees) Pte Ltd.
Singapore (SG)	Barclays Bank (South East Asia) Nominees Private Limited
Singapore (SG)	Barclays Capital Futures (Singapore) Private Limited
Singapore (SG)	Barclays Capital Global Services Singapore Pte. Limited
Singapore (SG)	Barclays Capital Holdings (Singapore) Private Limited
Singapore (SG)	Barclays Global Investors Southeast Asia Limited
Singapore (SG)	Barclays Merchant Bank (Singapore) Ltd.
Thailand (TH)	Barclays Capital Securities (Thailand) Ltd.
Tanzania, United Republic of (TZ)	Barclays Bank Tanzania Limited
Uganda (UG)	Barclays Bank of Uganda (Nominees) Limited
Uganda (UG)	Barclays Bank of Uganda Limited
United States (US)	Appalachian NPI, LLC
United States (US)	Arinagour Investments LLC
United States (US)	Augustus Funding, LLC
United States (US)	Barclays Bank Delaware
United States (US)	Barclays Business Credit L.L.C.
United States (US)	Barclays California Corporation
United States (US)	Barclays Capital Commercial Real Estate LLC
United States (US)	Barclays Capital Commodities Corporation
United States (US)	Barclays Capital Energy Inc.
United States (US)	Barclays Capital Inc.
United States (US)	Barclays Capital Real Estate Finance Inc.

United States (US)	Barclays Capital Real Estate Holdings Inc.
United States (US)	Barclays Capital Real Estate Inc.
United States (US)	Barclays Capital Services LLC
United States (US)	Barclays Capital Ventures Inc. (Dissolved January 2, 2007)
United States (US)	Barclays Electronic Commerce Holdings Inc.
United States (US)	Barclays Financial Corporation
United States (US)	Barclays Financial LLC
United States (US)	Barclays Global Fund Advisors
United States (US)	Barclays Global Investors International Inc.
United States (US)	Barclays Global Investors Services
United States (US)	Barclays Global Investors USA Inc.
United States (US)	Barclays Global Investors, National Association
United States (US)	Barclays Group US Inc.
United States (US)	Barclays Investment Holdings Inc.
United States (US)	Barclays Oversight Management Inc.
United States (US)	Barclays Services Corporation
United States (US)	Barclays Services LLC
United States (US)	Barclays US Funding LLC
United States (US)	Barclays Wall Street Realty Corporation
United States (US)	Barclays American/Mortgage Corporation
United States (US)	Baroreo Lloyd Corp.
United States (US)	BCAP LLC
United States (US)	Cetus Investments LLC
United States (US)	CPIA Acquisition No. 1 LLC
United States (US)	CPIA Equity No. 1 Inc.
United States (US)	Gracechurch Services Corporation
United States (US)	GRU Power Inc.
United States (US)	HYMF, Inc.
United States (US)	Intelenet America Inc
United States (US)	Intelenet Inc
United States (US)	Iris Investments 2 LLC
United States (US)	Ivanhoe Funding LLC
United States (US)	Oakland Funding No. 2 LLC
United States (US)	Ostia Funding No.1 LLC
United States (US)	Ostia Funding No.2 LLC
United States (US)	Quintus Funding LLC
United States (US)	SABRPN LLC
United States (US)	Securitized Asset Backed Receivables LLC
United States (US)	Taurus Investments Inc.
Virgin Islands	Akela Finance Limited
Virgin Islands	Bagheera International Limited
Virgin Islands	Condor Nominees Limited
Virgin Islands	Crescendo Investment Holdings Limited
South Africa (ZA)	1900 Summerstrand Share Block Limited
South Africa (ZA)	26 Fenton Road Shareblock (Proprietary) Limited
South Africa (ZA)	Abprocure (Proprietary) Limited
South Africa (ZA)	Absa Asset Management Nominees (Proprietary) Limited
South Africa (ZA)	Absa Bank Limited
South Africa (ZA)	Absa Brokers (Proprietary) Limited
South Africa (ZA)	Absa Consultants and Actuaries (Proprietary) Limited
South Africa (ZA)	Absa Debtor Finance (Proprietary) Limited
South Africa (ZA)	Absa Estate Agency (Proprietary) Limited
South Africa (ZA)	Absa Financial Services Limited
South Africa (ZA)	Absa Fleet Services Limited
South Africa (ZA)	Absa Fund Managers Limited
South Africa (ZA)	Absa Group Limited
South Africa (ZA)	Absa Health Care Consultants (Proprietary) Limited
South Africa (ZA)	Absa Insurance Company Limited
South Africa (ZA)	Absa Insurance Risk Management Services Limited
South Africa (ZA)	Absa Investment Management Services (Proprietary) Limited

South Africa (ZA)	Absa Life Limited
South Africa (ZA)	Absa Mortgage Fund Managers (Proprietary) Limited
South Africa (ZA)	Absa Motor (1991) Limited
South Africa (ZA)	Absa Nominees (Proprietary) Limited
South Africa (ZA)	Absa Ontwikkelingsmaatskappy (Eiendoms) Beperk
South Africa (ZA)	Absa Ontwikkelingsmaatskappy Beherend (Eiendoms) Beperk
South Africa (ZA)	Absa Portfolio Managers (Proprietary) Limited
South Africa (ZA)	Absa Property Development (Proprietary) Limited
South Africa (ZA)	Absa Reinsurance Brokers (Proprietary) Limited
South Africa (ZA)	Absa Secretarial Services (Proprietary) Limited
South Africa (ZA)	Absa Stockbrokers (Proprietary) Limited
South Africa (ZA)	Absa Technology Finance Solutions (Proprietary) Limited
South Africa (ZA)	Absa Trust (Natal) Limited
South Africa (ZA)	Absa Trust Limited
South Africa (ZA)	Absa Trust Nominees (Proprietary) Limited
South Africa (ZA)	Absa Trust Properties (Proprietary) Limited
South Africa (ZA)	Absa/Tyser Reinsurance Brokers (Proprietary) Limited
South Africa (ZA)	Africa Growth Network Holdings (Proprietary) Limited
South Africa (ZA)	AIMS Direct Nominees (Proprietary) Limited
South Africa (ZA)	AIMS Nominees (Proprietary) Limited
South Africa (ZA)	Alberton Industrial Properties (Proprietary) Limited
South Africa (ZA)	Allan Gray Property Trust Nominees (Proprietary) Limited
South Africa (ZA)	Alliance (1991) Limited
South Africa (ZA)	Allied (1991) Limited
South Africa (ZA)	Allied Development Company (Proprietary) Limited
South Africa (ZA)	Allied Grinaker Properties (Proprietary) Limited
South Africa (ZA)	Allied Holdings (Proprietary) Limited
South Africa (ZA)	Allied Property Trustees (Sycom) (Proprietary) Limited
South Africa (ZA)	Allpay Consolidated Investment Holdings (Proprietary) Limited
South Africa (ZA)	Allpay Eastern Cape (Proprietary) Limited
South Africa (ZA)	Allpay Free State (Proprietary) Limited
South Africa (ZA)	Allpay Gauteng (Proprietary) Limited
South Africa (ZA)	Allpay Kwazulu-Natal (Proprietary) Limited
South Africa (ZA)	Allpay Limpopo (Proprietary) Limited
South Africa (ZA)	Allpay Mpumalanga (Proprietary) Limited
South Africa (ZA)	Allpay Northwest (Proprietary) Limited
South Africa (ZA)	Allpay Western Cape (Proprietary) Limited
South Africa (ZA)	Amberfair Twenty Eight (Proprietary) Limited
South Africa (ZA)	Arrowgate Property Corporation Limited
South Africa (ZA)	Associated Rent-A-Car Holdings (Proprietary) Limited
South Africa (ZA)	Bankorptrust Limited
South Africa (ZA)	Barclays International Funds (South Africa) Limited
South Africa (ZA)	Bedfordview Board Of Directors (Proprietary) Limited
South Africa (ZA)	Bendor Properties Limited
South Africa (ZA)	Berlei Properties (Proprietary) Limited
South Africa (ZA)	Board of Realtors Limited
South Africa (ZA)	Bodendom (Proprietary) Limited
South Africa (ZA)	Burg-Genomineerdes (Eiendoms) Beperk
South Africa (ZA)	Business Challenge Finance (Proprietary) Limited
South Africa (ZA)	Capital Placing Corporation Limited
South Africa (ZA)	Capital Property Fund Nominees (Proprietary) Limited
South Africa (ZA)	Cedar Lakes Country Estates (Proprietary) Limited
South Africa (ZA)	Centrecity Fund Nominees (Proprietary) Limited
South Africa (ZA)	Clarinbridge Investments Limited
South Africa (ZA)	CMB Nominees (Proprietary) Limited
South Africa (ZA)	Combined Mortgage Nominees (Proprietary) Limited
South Africa (ZA)	Compro Holdings (Proprietary) Limited
South Africa (ZA)	Draaikloof Properties (Proprietary) Limited
South Africa (ZA)	Fenton Bay Nominees (Proprietary) Limited
South Africa (ZA)	FFS Finance South Africa (Proprietary) Limited

South Africa (ZA)	Four Amberfair (Proprietary) Limited
South Africa (ZA)	Fradey Nominees (Proprietary) Limited
South Africa (ZA)	Global Insurance Company Limited
South Africa (ZA)	Grosvenor Car Hire (Proprietary) Limited
South Africa (ZA)	Hendler and Hendler (Proprietary) Limited
South Africa (ZA)	Kempwest (Proprietary) Limited
South Africa (ZA)	Kolektor Properties (Proprietary) Limited
South Africa (ZA)	Leadenhall Underwriting Management (Proprietary) Limited
South Africa (ZA)	Man Financial Services (SA) (Proprietary) Limited
South Africa (ZA)	Marmanet Retirement Village (Proprietary) Limited
South Africa (ZA)	Marriott Property Fund Nominees (Proprietary) Limited
South Africa (ZA)	Marshall Bradley (Proprietary) Limited
South Africa (ZA)	Mediboost (Proprietary) Limited
South Africa (ZA)	Meeg Asset Finance (Proprietary) Limited
South Africa (ZA)	Meeg Bank Limited
South Africa (ZA)	Megsa (Proprietary) Limited
South Africa (ZA)	Merfin (Proprietary) Limited
South Africa (ZA)	Monkor Trust (Beleggingskorporasie) (Eiendoms) Beperk
South Africa (ZA)	National Recreation Company Of South Africa (Proprietary) Limited
South Africa (ZA)	Newfarmers Development Company Limited
South Africa (ZA)	Newgold Managers (Proprietary) Limited
South Africa (ZA)	Nupayment Solutions (Proprietary) Limited
South Africa (ZA)	Olieven Properties (Proprietary) Limited
South Africa (ZA)	Ottawa Development Trust (Proprietary) Limited
South Africa (ZA)	Ou Skip Beleggings (Proprietary) Limited
South Africa (ZA)	Palmietfontein Investments (Proprietary) Limited
South Africa (ZA)	Prefect Das-En Borduur (Eiendoms) Beperk
South Africa (ZA)	Pretoria-Oos Eiendomme (Eiendoms) Beperk
South Africa (ZA)	Real Estate Multi Listing Services South Africa Limited
South Africa (ZA)	Rite Ahead Investments (Proprietary) Limited
South Africa (ZA)	Roadhouse Holdings (Proprietary) Limited
South Africa (ZA)	Rogoff Rand Investments Limited
South Africa (ZA)	Rogoff Springs (Proprietary) Limited
South Africa (ZA)	Roodekop Townships (Proprietary) Limited
South Africa (ZA)	Salmack Road Properties (Proprietary) Limited
South Africa (ZA)	Santam Genomineerdes (Eiendoms) Beperk
South Africa (ZA)	Sentrale Aksepbank Beperk
South Africa (ZA)	South Cape Listing (Proprietary) Limited
South Africa (ZA)	The Global Knowledge Factory (Proprietary) Limited
South Africa (ZA)	Thebes Landgoed (Eiendoms) Beperk
South Africa (ZA)	Trackhedge Managers (Proprietary) Limited
South Africa (ZA)	Transfin (Proprietary) Limited
South Africa (ZA)	UB Group Limited
South Africa (ZA)	UB Micro Loans Limited
South Africa (ZA)	UB Ninety Nine Investments Limited
South Africa (ZA)	UBS Trust Limited
South Africa (ZA)	Unifer Holdings Limited
South Africa (ZA)	Unifer Managerial Services Limited
South Africa (ZA)	United Development Corporation (Proprietary) Limited
South Africa (ZA)	United Towers (Proprietary) Limited
South Africa (ZA)	Unitrans Finance (Proprietary) Limited
South Africa (ZA)	USL Limited
South Africa (ZA)	Virgin Money South Africa (Proprietary) Limited
South Africa (ZA)	VMB Nominees (Proprietary) Limited
South Africa (ZA)	Volkskas (1991) Beperk
South Africa (ZA)	Volkskas Beleggings Beperk
South Africa (ZA)	Volkskas Gift Investments (Eiendoms) Beperk
South Africa (ZA)	Volkskas Hoe Groei Beleggings (Eiendoms) Beperk
South Africa (ZA)	Volkskas Intergroei Beleggings (Eiendoms) Beperk
South Africa (ZA)	Worcester Ontwikkelings (Proprietary) Limited

South Africa (ZA)	World Growth Consulting (Proprietary) Limited
South Africa (ZA)	Zeekoewater Township (Proprietary) Limited
Zambia (ZM)	Barclays Bank Zambia Plc
Zambia (ZM)	Barclays Lusaka Nominees Limited
Zambia (ZM)	Kafue House Limited
Zimbabwe (ZW)	Afcarme Zimbabwe Holdings (Pvt) Limited
Zimbabwe (ZW)	Barclays Bank of Zimbabwe Limited
Zimbabwe (ZW)	Barclays Merchant Bank of Zimbabwe Limited
Zimbabwe (ZW)	Barclays Zimbabwe Nominees (Pvt) Limited
Zimbabwe (ZW)	Barclaytrust (Pvt) Limited
Zimbabwe (ZW)	BRAINS Computer Processing (Pvt) Limited
Zimbabwe (ZW)	Branchcall Computers (Pvt) Limited
Zimbabwe (ZW)	Fincor Finance Corporation Limited

I, John Varley, certify that:

1. I have reviewed this annual report on Form 20-F of Barclays PLC and Barclays Bank PLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the companies as of, and for, the periods presented in this report;
4. The companies' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the companies and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the companies, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;
 - (c) Evaluated the effectiveness of the companies' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the companies' internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the companies' internal control over financial reporting; and
5. The companies' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the companies' auditors and the audit committee of the companies' boards of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the companies' ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the companies' internal control over financial reporting.

Date: 26 March 2007

/s/ John Varley

Title: Group Chief Executive

Barclays PLC and Barclays Bank PLC

I, Naguib Kheraj, certify that:

1. I have reviewed this annual report on Form 20-F of Barclays PLC and Barclays Bank PLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the companies as of, and for, the periods presented in this report;
4. The companies' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the companies and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the companies, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;
 - (c) Evaluated the effectiveness of the companies' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the companies' internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the companies' internal control over financial reporting; and
5. The companies' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the companies' auditors and the audit committee of the companies' boards of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the companies' ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the companies' internal control over financial reporting.

Date: 26 March 2007

/s/ Naguib Kheraj

Title: Group Finance Director
Barclays PLC and Barclays Bank PLC

SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of Barclays PLC, a public limited company incorporated under the laws of England and Wales (“Barclays”), and Barclays Bank PLC, a public limited company incorporated under the laws of England and Wales (“Barclays Bank” and, together with Barclays, the “Companies”), hereby certifies, to such officer’s knowledge, that:

The Annual Report on Form 20-F for the year ended December 31, 2006 (the “Report”) of the Companies fully complies with the requirements of section 13(a) of the Securities Exchange Act of 1934 and information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Companies.

Date: 26 March 2007

/s/ John Varley
John Varley
Title: Group Chief Executive
Barclays PLC and Barclays Bank PLC

Date: 26 March 2007

/s/ Naguib Kheraj
Naguib Kheraj
Title: Group Finance Director
Barclays PLC and Barclays Bank PLC



PricewaterhouseCoopers LLP
Southwark Towers
32 London Bridge Street
London SE1 9SY
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7822 4652
www.pwc.com/uk

The Directors,
Barclays PLC and Barclays Bank PLC
1 Churchill Place
London
E14 5HP

26th March 2007

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form F-3 (File No. 333-85646, 333-12384, 333-126811) of our reports dated 8th March 2007, except for the last two paragraphs in 'Recent developments' on page 157, for which the date is 26th March 2007 for:

1. Barclays PLC relating to the financial statements, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting; and
2. Barclays Bank PLC relating to the financial statements

which appear in the combined Annual Report on Form 20-F for Barclays PLC and Barclays Bank PLC for the year ended 31st December 2006. We also consent to the reference to us under the heading "Experts" in such Registration Statements.

Yours faithfully

PricewaterhouseCoopers LLP
London, England

PricewaterhouseCoopers LLP is a limited liability partnership registered in England with registered number OC303525. The registered office of PricewaterhouseCoopers LLP is 1 Embankment Place, London WC2N 6RH. PricewaterhouseCoopers LLP is authorised and regulated by the Financial Services Authority for designated investment business.

PricewaterhouseCoopers LLP
Southwark Towers
32 London Bridge Street
London SE1 9SY
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7822 4652
www.pwc.com/uk

The Directors,
Barclays PLC and Barclays Bank PLC
1 Churchill Place
London
E14 5HP

26th March 2007

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (File No. 333-12818, 333-112796, 333-112797) of our reports dated 8th March 2007, except for the last two paragraphs in 'Recent developments' on page 157, for which the date is 26th March 2007 for:

1. Barclays PLC relating to the financial statements, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting; and
2. Barclays Bank PLC relating to the financial statements

which appear in the combined Annual Report on Form 20-F for Barclays PLC and Barclays Bank PLC for the year ended 31st December 2006.

Yours faithfully

PricewaterhouseCoopers LLP
London, England

PricewaterhouseCoopers LLP is a limited liability partnership registered in England with registered number OC303525. The registered office of PricewaterhouseCoopers LLP is 1 Embankment Place, London WC2N 6RH. PricewaterhouseCoopers LLP is authorised and regulated by the Financial Services Authority for designated investment business.