

Notice dated 18 December 2012

Barclays Bank PLC

EUR 20,000,000 Floating Rate Notes due 1 September 2023

(ISIN Code: XS0267822285 / Series Number: 7095)

under the Global Structured Securities Programme dated 6 August 2010 (the “Programme”)

This notice (this “**Notice**”) relates to the Second Amended and Restated Final Terms dated 18 December 2012 (the “**Amended Final Terms**”), replacing the original Final Terms dated 20 September 2006, the first Amended and Restated Final Terms dated 7 June 2011 and the listing Final Terms dated 9 June 2011 (the “**Original Final Terms**”).

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

Capitalised terms used but not otherwise defined herein shall have the meanings given to them in the Amended Final Terms, as read in conjunction with the Programme.

The Issuer confirms that the following provisions have been amended and restated in the Amended Final Terms, replacing and modifying a provision in the Original Final Terms:

1. Part A, Paragraph 28(i), under “Issuer Tax Event”: “*Applicable*” has been amended to “N/A”
2. Part A, Paragraph 69, under “Any Conditions additional to, or modified from, those set forth in the Base Prospectus”: “N/A” has been amended to:

“(i) Taxation

Condition 12 (Taxation) shall be deemed to be amended by deleting the second paragraph thereof in its entirety and replacing it with the following:

“All payments in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any present or future Taxes of whatever nature imposed, levied, collected, withheld or assessed by or within the Bank Jurisdiction (or any authority or political subdivision thereof or therein having power to tax) unless such withholding or deduction is required by law. Any payments made in respect of the Notes subject to such withholding or deduction shall not, for the avoidance of doubt, constitute an Event of Default pursuant to Condition 10.”

(ii) Issuer Tax Event

If an Issuer Tax Event occurs, the Issuer shall give a notice thereof to the Securityholders as soon as reasonably practicable after it becomes aware of such event, and

- (a) *within 30 calendar days of the date of such notice by the Issuer, a Securityholder then holding in aggregate 100 per cent. of the principal amount of the Notes outstanding may by notice to the Issuer direct the Issuer to redeem the Notes, in which case, the Issuer shall redeem each Note at its Early Cash Settlement*

*Amount on the date falling 7 Business Days following such direction to the Issuer;
or*

- (b) *in the absence of any such direction from the Securityholder then holding in aggregate 100 per cent. of the principal amount of the Notes outstanding, the Notes shall not be redeemed early by reason of the occurrence of such Issuer Tax Event, and, if the aggregate amount of all payments due in respect of the Notes in the period following the occurrence of such Issuer Tax Event to (and including) the Maturity Date are insufficient to cover in full the amount of any payments due from the Issuer and/or the additional costs incurred by the Issuer (as the case may be) as a result of such Issuer Tax Event (together, the "Total Costs") (with the amount of such insufficiency being determined by the Determination Agent as being the "Total Costs Shortfall" and, in making such determination, the Determination Agent shall take into account the expected timing of any relevant payments and shall adjust the Total Costs Shortfall to reflect any additional costs, charges or interest incurred, or amounts payable by the Issuer, as a result of the timing of any relevant payments), the Issuer shall give notice thereof to the Securityholders.*

Following receipt of such notice from the Issuer:

- (aa) *if 100 per cent. in principal amount of the Notes outstanding are then held by a single Securityholder (the "100% Noteholder"), the 100% Noteholder may elect by notice to pay to the Issuer an amount equal to the Total Cost Shortfall within 30 calendar days of such notice; or*
- (bb) *if (i) 100 per cent. in principal amount of the Notes outstanding are not then held by a 100% Noteholder, (ii) 100 per cent. in principal amount of the Notes outstanding are held by a 100% Noteholder but such 100% Noteholder does not make an election in accordance with (aa) above or (iii) having elected to make payment to the Issuer of an amount equal to the Total Cost Shortfall within 30 calendar days, the 100% Noteholder fails to pay the Total Cost Shortfall within the specified time, the Issuer will give a notice of redemption to the Securityholders and all but not some only of the Notes shall become due for redemption at their outstanding Early Cash Settlement Amount on the date falling 7 Business Days following the date of such notice."*

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With kind regards,

Barclays Bank PLC