

**SUPPLEMENT DATED 26 SEPTEMBER 2017
TO THE BASE PROSPECTUS DATED 8 AUGUST 2017**



Santander UK plc

(incorporated in England and Wales with limited liability, registered number 2294747)

This supplement ("this **Supplement**"), which definition shall also include all information incorporated by reference herein is prepared as a supplement to, and must be read in conjunction with the Base Prospectus dated 8 August 2017 relating to the Structured Note and Certificate Programme (the "**Base Prospectus**").

This Supplement together with the Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC, as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the "**Prospectus Directive**"). Terms defined in the Base Prospectus have the same meaning when used in this Supplement.

This Supplement constitutes a supplementary prospectus for the purposes of Article 16 of the Prospectus Directive and is supplemental to, and should be read in conjunction with the Base Prospectus and any other supplements to the Base Prospectus prepared by Santander UK plc, as issuer on the Structured Note and Certificate Programme.

This Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**"), as Irish competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Securities which are to be admitted to trading on the regulated market of the Irish Stock Exchange or other regulated markets for the purposes of Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**") or which are to be offered to the public in a Member State of the European Economic Area.

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

This Supplement has been prepared for the purpose of: (i) incorporating by reference into the Base Prospectus by this Supplement the unaudited half yearly financial report of the Issuer for the six months ended 30 June 2017; (ii) updating the Summary of the Programme commencing on page 1 of the Base Prospectus (as described in Schedule 2 hereto); (iii) making certain amendments to the "General Terms and Conditions of the N&C Securities" as set out in Schedule 3 hereto; and (iv) making certain amendments to the "Form of Final Terms for Non Exempt N&C Securities" as set out in Schedule 4 hereto.

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

If any documents which are incorporated by reference themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement or the Base Prospectus for the purposes of the Prospectus Directive except where such information or other documents are specifically incorporated by reference or attached to this Supplement.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in the Base Prospectus, to which this Supplement relates.

Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus. There has been no significant change in the financial position of Santander UK plc and its subsidiaries since 30 June 2017 (being the date to which the most recent financial information was prepared).

The date of this Supplement is 26 September 2017.

SCHEDULE 1

PUBLICATION OF HALF YEARLY FINANCIAL REPORTS

On 14 September 2017, the Issuer published its half yearly financial report for the six months ended 30 June 2017 (the "**Santander UK 2017 Half Yearly Financial Report**")

The Santander UK 2017 Half Yearly Financial Report is hereby incorporated in, and forms part of, the Base Prospectus.

The Santander UK 2017 Half Yearly Financial Report is available at:

http://www.santander.co.uk/csdlv/r/ContentServer?c=SANDocument_C&pagename=WCSUKPublicaLte%2FSANDocument_C%2FSANDocumentPreview&cid=1324583448284

SCHEDULE 2

SUPPLEMENT TO THE SUMMARY

1. The summary document which forms part of the Base Prospectus is hereby supplemented below following the publication of the Issuer unaudited half yearly financial report for the six months ended 30 June 2017 by deletion of Element B.12 relating to Santander UK plc commencing on page 3 of the Base Prospectus and its replacement with the following:

B.12 Selected historical key financial information			
The audited consolidated balance sheet as at 31 December 2015 and 31 December 2016 and unaudited condensed consolidated balance sheet as at 30 June 2017 and audited consolidated income statement for each of the years ended 31 December 2015 and 31 December 2016 and unaudited condensed consolidated income statement for each of the six months ended 30 June 2016 and 30 June 2017 have been extracted without any adjustment from, and should be read in conjunction with, the Issuer's consolidated financial statements in respect of those dates and periods:			
<i>Condensed Consolidated Balance Sheet (extracted from the Issuer's unaudited half yearly financial report for the six months ended 30 June 2017) and Consolidated Balance Sheet (extracted from the Issuer's audited annual report for the year ended 31 December 2016):</i>			
	30 June 2017 (unaudited) £m	31 December 2016 (audited) £m	31 December 2015 (audited) £m
Assets			
Cash and balances at central banks	18,255	17,107	16,842
Trading assets	34,423	30,035	23,961
Derivative financial instruments	21,611	25,471	20,911
Financial assets designated at fair value	2,161	2,140	2,398
Loans and advances to banks	4,404	4,348	3,548
Loans and advances to customers	199,799	199,738	198,045
Loans and receivables securities	1,424	257	52
Available-for-sale securities	9,574	10,561	9,012
Held-to-maturity investments	6,613	6,648	-
Macro hedge of interest rate risk	914	1,098	781
Interests in other entities	66	61	48
Intangible assets	2,334	2,316	2,231
Property, plant and equipment	1,508	1,491	1,597
Current tax assets	-	-	49
Retirement benefit assets	500	398	556
Other assets	1,335	1,473	1,375
Total assets	304,921	303,142	281,406
Liabilities			
Deposits by banks	11,890	9,769	8,278
Deposits by customers	181,189	177,172	164,074
Trading liabilities	21,490	15,560	12,722
Derivative financial instruments	18,488	23,103	21,508
Financial liabilities designated at fair value	2,976	2,440	2,016
Debt securities in issue	43,997	50,346	49,615
Subordinated liabilities	4,109	4,303	3,885
Macro hedge of interest rate risk	281	350	110
Other liabilities	2,590	2,871	2,335
Provisions	595	700	870
Current tax liabilities	72	54	1
Deferred tax liabilities	143	128	223
Retirement benefit obligations	220	262	110
Total liabilities	288,040	287,058	265,747
Equity			
Share capital and other equity instruments	5,400	4,904	4,911
Share premium	5,620	5,620	5,620
Retained earnings	5,280	4,886	4,679
Other reserves	419	524	314
Total shareholders' equity	16,719	15,934	15,524
Non-controlling interests	162	150	135
Total equity	16,881	16,084	15,659

Total liabilities and equity	304,921	303,142	281,406	
<i>Condensed Consolidated Income Statement (extracted from the Issuer's unaudited half yearly financial report for the six months ended 30 June 2017 and the Issuer's audited annual report for the year ended 31 December 2016):</i>				
	Half year to 30 June 2017 (unaudited) £m	Half year to 30 June 2016 (unaudited) £m	Year ended 31 December 2016 (audited) £m	Year ended 31 December 2015 (audited) £m
Interest and similar income	2,977	3,301	6,467	6,695
Interest expense and similar charges	(1,055)	(1,528)	(2,885)	(3,120)
Net interest income	1,922	1,773	(3,582)	3,575
Fee and commission income	609	578	1,188	1,115
Fee and commission expense	(200)	(197)	(418)	(400)
Net fee and commission income	409	381	770	715
Net trading and other income	182	290	443	283
Total operating income	2,513	2,444	4,795	4,573
Operating expenses before impairment losses, provisions and charges	(1,215)	(1,205)	(2,414)	(2,400)
Impairment losses on loans and advances	(48)	(63)	(67)	(66)
Provisions for other liabilities and charges	(186)	(97)	(397)	(762)
Total operating impairment losses, provisions and charges	(234)	(160)	(464)	(828)
Profit before tax	1,064	1,079	1,917	1,345
Tax on profit	(323)	(307)	(598)	(381)
Profit after tax for the year	741	772	1,319	964
Attributable to:				
Equity holders of the parent	730	756	1,292	939
Non-controlling interests	11	16	27	25
<i>Statements of no significant or material adverse change</i>				
There has been no significant change in the financial position of the Santander UK Group (including Santander UK plc) since 30 June 2017 and there has been no material adverse change in the prospects of Santander UK plc since 31 December 2016.				

2. The summary document which forms part of the Base Prospectus is hereby amended to allow for a modification to the definition of "Final Reference Date" by the deletion of Element C.18 commencing on page 9 and its replacement with the following:

C.18	Description of how the return on derivative securities takes place	
	Payment Features	
	<i>[Issue specific summary:</i>	
	Issue Price:	[100 per cent of the Aggregate Nominal Amount/[●] per N&C Security]
	Issue Date:	[●]
	Calculation Amount:	[●]
	Maturity Date:	The third Business Day following the Final Reference Date (such third Business Day the "Scheduled Maturity Date") and the Scheduled Maturity Date is scheduled to be [●], unless the Preference Shares are redeemed early in accordance with their terms
	Final Redemption Amount:	Unless previously redeemed or purchased and cancelled, each N&C Security will be redeemed at its Final Redemption Amount on the Maturity Date.

The "**Final Redemption Amount**" in respect of each nominal amount of the N&C Securities equal to the Calculation Amount shall be an amount in the Specified Currency calculated by the Calculation Agent equal to:

$$\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{Initial}}}$$

and rounded (where relevant) in accordance with the applicable rounding convention.

Where:

"**Company**" means Abbey National Treasury (Structured Solutions) Limited;

"**Final Reference Date**" means "[●] Business Days following the Preference Share Valuation Date;

"**Initial Reference Date**" means [●];

"**Preference Shares**" means [the Series [●] redeemable preference shares of the Company];

"**Preference Share Valuation Date**" means:

- (a) [●], subject to adjustment if the Preference Shares are terminated earlier, or,
- (b) if the Preference Shares become subject to redemption due to a related financial product being subject to early redemption, the date scheduled for valuation of the underlying asset(s) or reference basis(es) for the Preference Shares; or
- (c) if any date(s) for valuation of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day described in (a) or (b) above, as the case may be, is or is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Valuation Date will be such delayed valuation or determination date(s) (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation or determination date(s) if there is more than one delayed valuation date or delayed determination date).

"**Preference Share Value**" means, in respect of any day, the fair market value per Preference Share at the Valuation Time on that day as determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent considers to be appropriate including, but not limited to, (a) interest rates, index levels, implied volatilities in the option markets and exchange rates; (b) the remaining life of the Preference Share had they not been redeemed until the Final Preference Share Valuation Date; (c) the value at the relevant time of any redemption amount which would have been applicable had the Preference Shares remained outstanding to the Final Preference Share Redemption Date and/or any Early Preference Share Redemption Date; and (d) prices at which other market participants might bid for shares similar to the Preference Shares;

"**Preference Share Value_{final}**" means the Preference Share Value on the Final Reference Date;

"**Preference Share Value_{initial}**" means the Preference Share Value on the Initial Reference Date; and

"**Valuation Time**" means [5.00 p.m. (London time)] [*specify other*].

<p>[Optional Redemption Amount:</p>	<p>The N&C Securities have an Issuer call option and therefore, by giving notice as provided in the conditions, the Issuer may redeem all of the N&C Securities then outstanding on an Optional Redemption Date at the Optional Redemption Amount.</p> <p>The "Optional Redemption Amount" shall be an amount rounded in accordance with the conditions in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as specified above) except that, for these purposes only, the definition of Preference Share Value_{final} shall be the Preference Share Value on the Optional Redemption Valuation Date.</p> <p>Where:</p> <p>"Optional Preference Share Redemption Valuation Date" means:</p> <p>(a) [●], or,</p> <p>(b) if any date(s) for valuation of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day described in (a) above is or is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Optional Preference Share Redemption Valuation Date shall be such delayed valuation or determination date(s) (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring such delayed valuation date or determination date, if there is more than one delayed valuation date or delayed determination date);</p> <p>"Optional Redemption Date(s)" means the third Business Day following the Optional Redemption Valuation Date; and</p> <p>"Optional Redemption Valuation Date" means the third Business Day following the Optional Preference Share Redemption Valuation Date.]</p>
<p>Early Redemption Amount:</p>	<p>The N&C Securities may be subject to early redemption (i) for tax reasons (ii) pursuant to any annex to the conditions, (iii) on receipt of a notice of early redemption of the Preference Shares for any reason other than a related financial product being subject to early redemption, (iv) following the occurrence of an illegality, (v) following the occurrence of a securities hedging disruption or following the occurrence of an event of default. In the event of an early redemption, the Issuer will redeem each N&C Security at its Early Redemption Amount on the applicable Early Redemption Date. No interest will be payable on any early redemption unless the relevant Interest Payment Date has then occurred and the relevant interest has not already been paid.</p> <p>The "Early Redemption Amount" shall be an amount rounded in accordance with the conditions in the Specified Currency calculated by the Calculation Agent on the same basis as the Final Redemption Amount (as specified above) except that, for these purposes only, the definition of Preference Share Value_{final} shall be the Preference Share Value on the Early Redemption Valuation Date;</p> <p>Where:</p> <p>"Early Preference Share Redemption Valuation Date" means:</p>

(a) if the N&C Securities become subject to early redemption other than following an event of default, the Early Preference Share Redemption Valuation Date specified in the notice of early redemption given to N&C Securityholders by the Issuer (or the Calculation Agent on its behalf) in accordance with the conditions; or

(b) where the N&C Securities are subject to early redemption following an event of default, the 5th Business Day following the date on which the relevant N&C Securityholder's written notice referred to therein is given,

or, in each case, if any date(s) for valuation of or any determination of the underlying asset(s) or reference basis(es) (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the relevant Early Preference Share Redemption Valuation Date shall be such delayed valuation or determination date (or, if the relevant Preference Shares have more than one underlying asset or reference basis, the last occurring of such delayed valuation date(s) or determination date(s), if there is more than one delayed valuation date or delayed determination date);

"Early Redemption Date" means the third business day following the Early Redemption Valuation Date; and

"Early Redemption Valuation Date" shall be the third Business Day following the Early Preference Share Redemption Valuation Date.

Set out relevant interest payment features below, completing or, where not relevant, deleting the following provisions:

[Interest]

[The N&C Securities will be [fixed rate] [floating rate] [variable interest rate] N&C Securities and interest will be paid in accordance with the following:]

Interest Payment Option 1

*Calculation Amount [(or, when represented by a global N&C Security, a pro rata amount, per N&C Security, of the aggregate outstanding nominal amount of the N&C Securities)] * Rate of Interest [* Day Count Fraction]*

Interest Payment Option 2

(1) *If the Barrier Condition is satisfied:*

*Calculation Amount * Rate of Interest_{n=1}; or*

(2) *If the Barrier Condition is not satisfied:*

*Calculation Amount * Rate of Interest_{n=2}*

Interest Payment Option 3

(3) *If the Barrier Condition is satisfied:*

*Calculation Amount * Rate of Interest; or*

(4) *If the Barrier Condition is not satisfied:*

Zero

Interest amounts [if any] become due on the relevant Interest Payment Date(s) specified below.

Set out the relevant definitions from the below, completing or, where not relevant, deleting the following provisions:

For these purposes:

"**Asset**" has the meaning [in relation to the relevant Asset Class, a Single Asset or a constituent of a Basket Asset] set out in Element C20 below.

"**Asset Class**" means [equity index(ices) [and]/inflation index(ices) [and]/property index(ices) [and]/fixed income benchmark(s)].

"**Asset Early**" [means the] [Max] [Min] [Asset Level] [on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [Observation Level] [is as specified in the table [above/below]: insert table] [,] [Barrier].

"**Asset Early Performance**" means the [Early Performance] [Early Performance (Call Spread)] [Early Performance (Rolling Lookback)] [Early Weighted Performance] of [the] [each] [Asset] [Early Laggard] [Early Outperformer].

"**Asset Final**" means [the] [Max] [Min] [Asset Level on the Final Valuation Date] [Average Level] [,] [Observation Level].

"**Asset Final Performance**" means the [Final Performance] [Final Performance (Call Spread)] [Final Performance (Lookback)] [Final Performance (Temporis)] [Final Weighted Performance] [Enhanced Weighted Performance] [Upside Performance] [Downside Performance] [Weighted Performance] of [all] the [Asset(s)] [Final Laggard] [Final Outperformer].

"**Asset Initial**" means [the] [Max] [Min] [Asset Level on the Initial Valuation Date] [Average Level] [Observation Level] [,] [Barrier].

"**Asset Level**" means the [Opening Level] [Closing Level] [Intraday Level] [Observation Level] of the relevant Asset.

"**Asset Lookback**" [means the] [Asset Level on the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date]] [Average Level] [is as specified in the table [above/below]: insert table].

"**Average Level**" means the arithmetic average of each [Opening Level] [Closing Level] [Intraday Level] [Observation Level] observed by the Calculation Agent on each Averaging Date.

"**Averaging Date**" means each of [●].

"**Barrier**" means [[●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * n * [●] per cent.] [Asset Early * [●] per cent.] [Asset Early * n * [●] per cent.] [Asset Lookback * [●] per cent.] [Asset Lookback * n * [●] per cent.].

"**Barrier (Early)**" means:

(a) where Barrier Condition Early (European) is applicable:

[[●] per cent.] [n * [●] per cent.] [means the percentage ascribed to the relevant [Scheduled Observation Date][Valuation Date][Calculation Date], as specified in the table [above/below]]; or

(b) where Barrier Condition Early (Bermudan) is applicable:

[[●] per cent.] [n * [●] per cent.]; or

(c) where Barrier Condition Early (American) is applicable:

$[\text{Asset Initial} * [\bullet] \text{ per cent.}] / [\text{Asset Initial} * [\bullet] \text{ per cent.} * n]$.

"Barrier (Final)" means:

(a) where Barrier Condition Final (European) is applicable, [●] per cent.; or

(b) where Barrier Condition Final (American) is applicable, Asset Initial * [●] per cent.

"Barrier Condition" shall mean [Barrier Condition Early] [Barrier Condition Final].

"Barrier Condition Early" shall mean [Barrier Condition Early (European)] [Barrier Condition Early (Bermudan)] [Barrier Condition Early (American)].

"Barrier Condition Early (American)" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] [related to the relevant Barrier Early Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is at [all] [the] [any] time[s] greater than [or equal to] Barrier (Early).

"Barrier Condition Early (Bermudan)" shall be deemed satisfied if the Calculation Agent determines that on any [Scheduled Observation Date] [Valuation Date] [Calculation Date] [during the Observation Period], Asset Early Performance is greater than [or equal to] Barrier (Early).

"Barrier Condition Early (European)" shall be deemed satisfied if the Calculation Agent determines that on [the relevant] [each] [Scheduled Observation Date] [Valuation Date] [Calculation Date], Asset Early Performance is greater than [or equal to] Barrier (Early).

"Barrier Condition Final" shall mean [Barrier Condition Final (European)] [Barrier Condition Final (American)].

"Barrier Condition Final (American)" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] Barrier (Final).

"Barrier Condition Final (European)" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] Barrier (Final).

"Barrier Early Calculation Date" means [date to be specified] [each Scheduled Observation Date] [Valuation Date] [Calculation Date].

"Barrier Return" shall mean an amount determined by the Calculation Agent in accordance with the following methodology:-

(a) if Asset Final Performance is greater than [or equal to] the Barrier,

[●] per cent.

(b) if Asset Final Performance is less than [or equal to] the Barrier:

$\text{Max}[(\text{Cap} [+/-] (\text{Participation} * \text{Asset Final Performance})), \text{Floor}]$

"Basket Asset" means an Asset that is a constituent of a basket of Assets.

"Bonus" means an amount calculated and determined by the Calculation Agent in accordance with the following:

(a) If the Asset Final Performance is greater than [or equal to] Barrier,

[[●] per cent.] [Min[Max(Floor, (Participation * Asset Final Performance)), Cap]]

(b) If the Asset Final Performance is less than [or equal to] Barrier,

[●] per cent.

"Bonus Amount" shall be determined by the Calculation Agent in respect of each [Scheduled Observation Date] [Valuation Date] [Calculation Date] in accordance with the following formula:

Bonus Number * [●] per cent.

"Bonus Condition" shall be deemed satisfied if the Calculation Agent determines that on each [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Early Performance is greater than [or equal to] the Barrier.

"Bonus Number" shall be [the number of times that the Bonus Condition is satisfied during the Observation Period] [the number corresponding to the last [Scheduled Observation Date] [Valuation Date] [Calculation Date] during the Observation Period upon which the Barrier Condition is satisfied] [or, if the Barrier Condition is not satisfied, zero] [number to be specified].

"Calculation Date" means [insert date(s)] [each Scheduled Trading Day in the Observation Period] [subject to adjustment].

"Cap" means [●] per cent.

"Closing Level" means the [closing level] [or] [price] of the relevant Asset.

"Day Count Fraction" means [Actual/Actual (ICMA)]/[Act/Act (ICMA)] [Actual/Actual (ISDA)]/[Actual/Actual]/[Act/Act]/[Act/Act (ISDA)] [Actual/365 (Fixed)]/[Act/365 (Fixed)]/[A/365 (Fixed)]/[A/365F] [Actual/365(Sterling)] [Actual/360]/[Act/360]/[A/360] [30/360 (ICMA)] [30/360]/[360/360]/[Bond Basis] [30E/360]/[Eurobond Basis] [30E/360 (ISDA)] [unadjusted/adjusted].

"Downside Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Initial} - \text{Asset Final}}{\text{Asset Initial}}$$

"Early Laggard" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the lowest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Laggard acting in good faith and in a commercially reasonable manner.

"Early Outperformer" shall mean in relation to the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Asset with the highest calculated Early Performance, as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more [Basket] Assets have the same Early Performance as of the [Scheduled Observation Date] [Valuation Date] [Calculation Date], the Calculation Agent shall select any such [Basket] Asset as the Early Outperformer acting in good faith and in a commercially reasonable manner.

"Early Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}}$$

"Early Performance (Call Spread)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}} - 1$$

"Early Performance (Rolling Lookback)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Lookback}} - 1$$

"Early Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Early} - \text{Asset Initial}}{\text{Asset Initial}}$$

"Enhanced Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W * \text{Upside Performance}$$

"Final Laggard" shall mean the Asset with the lowest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level] as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Laggard acting in good faith and in a commercially reasonable manner.

"Final Outperformer" shall mean the Asset with the highest [calculated Downside Performance] [calculated Final Performance] [calculated Upside Performance] [Observation Level], as determined by the Calculation Agent in respect of the relevant date. For the avoidance of doubt, if two or more Assets in the Basket have the same [Downside Performance as of the Final Valuation Date] [Final Performance as of the Final Valuation Date] [Upside Performance as of the Final Valuation Date] [Observation Level], the Calculation Agent shall select any such Asset as the Final Outperformer acting in good faith and in a commercially reasonable manner.

"Final Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Asset Initial}}$$

"Final Performance (Call Spread)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Early}}{\text{Asset Initial}} - 1$$

"Final Performance (Lookback)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final}}{\text{Max} [(Participation \times \text{Asset Initial}), \text{Observation Level}]}$$

"Final Performance (Temporis)" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final} - \text{Asset Lookback}}{\text{Asset Initial}}$$

"Final Valuation Date" means [insert].

"Final Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$$W \times \frac{\text{Asset Final} - \text{Asset Initial}}{\text{Asset Initial}}$$

"Fixed Income Benchmark" shall mean the relevant Rate of Interest specified in Element C20 below.

"Floor" means [●] per cent.

"i" shall mean the corresponding number related to a defined term as specified herein.

"Initial Valuation Date" means [insert].

"Intraday Level" means the intraday level or price of the relevant Asset.

"Interest Payment Date(s)" means [insert].

"Knock-out Level" [means [●] per cent.] [n * [●] per cent.] [Asset Initial * [●] per cent.] [Asset Initial * [●] per cent. * n] shall mean the level ascribed to the relevant [Scheduled Observation Date] [Valuation Date] [Calculation Date], as specified in the table [above/below]: insert table.

"Max" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a comma inside those brackets.

"Min" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a comma inside those brackets.

"n" shall mean the corresponding number related to a defined term within the Conditions as specified herein.

"Observation Days" means the total number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period].

"Observation Period" means [insert].

"Observation Level" means [the Opening Level] [the lowest Closing Level observed on each Scheduled Observation Date] [the highest Closing Level observed on each Scheduled Observation Date] [the level of the Asset][the Rate of Interest] observed by the Calculation Agent on the relevant [Initial Valuation Date] [Scheduled Observation Date] at [insert time] [the level of the relevant Asset scheduled to be published by the Inflation Index Sponsor for the Reference Month of [●] where the relevant Asset Class is an Inflation Index] [the level of the relevant Asset scheduled to be published by the Property Index Sponsor for the reference month of [●] where the relevant Asset Class is a Property Index].

"Opening Level" means the [opening level] [or] [price] of the relevant Asset.

"Paid Interest" means, in respect of a N&C Security, the sum of all interest paid in respect of that N&C Security from (and including) the Issue Date to (and including) the immediately preceding Specified Interest Payment Date, if any.

"Participation" means [●] per cent.

"Range Condition" shall be deemed satisfied in respect of any day if the Asset Level for such day observed by the Calculation Agent is greater than [or equal to] [●] [per cent.] per annum and less than [or equal to] [●] [per cent.] [per annum.]

"Range Days" means the actual number of [calendar days] [Business Days] [Scheduled Observation Dates] [Valuation Dates] [Calculation Dates] in the [Interest Period] [Observation Period] on which the Range Condition is satisfied.

"Rate of Interest" shall mean in[connection with the relevant N&C Coupon Payout] [Insert one of:]

[[●] per cent.] [per annum];

Screen Rate Determination;

ISDA Determination;

Bank of England Base Rate Determination;

(n * [●] per cent.);

[(n * [●] per cent.)] – Paid Interest;

Max(Floor, Min(Cap, Participation * Asset Early [Performance] + [●] per cent.)) [+/- Barrier Return];

([●] per cent $\times \frac{\text{Range Days}}{\text{Observation Days}}$); or

[the applicable percentage rate specified in the table [above/below]: [insert table].]

"Scheduled Observation Date" means [insert date(s)] [each Scheduled Trading Day in the Observation Period].

"Single Asset" means a single Asset described in item C.20 below.

"Trade Date" means [insert].

"Trigger Condition" shall mean [Trigger Condition (European)] [Trigger Condition (American)].

"Trigger Condition (American)" shall be deemed satisfied if the Calculation Agent determines that on [each] [any] [Scheduled Observation Date] [Valuation Date] [Calculation Date] the Asset Level of [each] [any] [the] [Basket] Asset is [at] [all] [any] [time[s]] greater than [or equal to] the Trigger.

"Trigger Condition (European)" shall be deemed satisfied if the Calculation Agent determines that on the Final Valuation Date Asset Final Performance is greater than [or equal to] the Trigger.

"Trigger" means:

(a) where Trigger Condition (European) is applicable:

[●] per cent.; or

(b) where Trigger Condition (American) is applicable:

Asset Initial * [●] per cent.

"Upside Performance" means[, in respect of the relevant Asset,] an amount expressed as a percentage, calculated and determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{Asset Final} - (\text{Barrier} * \text{Asset Initial})}{\text{Asset Initial}}$$

"Valuation Date" means [specify date(s)] [each Scheduled Trading Day in the Observation Period] [subject to adjustment].

"W" means the weighting in respect of the relevant Basket Asset, as specified in the table [above/below]: insert table:

"Weighted Performance" means an amount (expressed as a percentage) determined by the Calculation Agent being the sum of the values obtained by applying the following formula to each Basket Asset:

$W * \text{Final Performance}$

The above provisions are subject to adjustment as provided in the conditions of the N&C Securities to take into account events in relation to the Asset(s) or the N&C Securities. This may lead to adjustments being made to the N&C Securities for the purposes of determining interest amounts payable from time to time or in some cases the N&C Securities being terminated early at an early redemption amount.

[The following table sets out illustrative values of the interest amount payable per N&C Security on the relevant Interest Payment Date:

[Issue specific summary:

[insert table]]

Worst Case Scenario: In a worst case scenario the interest amount payable per N&C Security at the Maturity Date will be [●] if [●]

These N&C Securities are derivative securities and their value may go down as well as up.

SCHEDULE 3

AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF THE N&C SECURITIES

Condition 6.1. of the General Terms and Conditions of the N&C Securities set out on page 121 of the Base Prospectus shall be amended by the deletion of the words “third Business Day” in the definition of “**Final Reference Date**” thereof and the substitution of the words “number of Business Days specified in the applicable Issue Terms” therefor.

SCHEDULE 4

AMENDMENTS TO THE FORM OF FINAL TERMS FOR NON-EXEMPT N&C SECURITIES AND THE FORM OF PRICING SUPPLEMENT FOR EXEMPT N&C SECURITIES

Form of Final Terms for Non-exempt N&C Securities

The Form of Final Terms for Non-exempt N&C Securities set out in the Base Prospectus shall be amended on page 180 by the insertion of the following additional line item:

“24.5 Final Reference Date: *[insert number of Business Days, which should be between 2 and no more than 8]* Business Days following the Preference Share Valuation Date”

Form of Pricing Supplement for Exempt N&C Securities

The Form of Pricing Supplement for Exempt N&C Securities set out in the Base Prospectus shall be amended on page 208 by the insertion of the following additional line item:

“24.5 Final Reference Date: *[insert number of Business Days, which should be between 2 and no more than 8]* Business Days following the Preference Share Valuation Date”