

## PROSPECTUS SUPPLEMENT DATED 27 APRIL 2016

### FINSBURY SQUARE 2016-1 PLC

*(Incorporated under the laws of England and Wales with limited liability under registered number 9998450)*

This Supplement dated 27 April 2016 (the “**Supplement**”) to the Prospectus dated 26 April 2016 (the “**Prospectus**”) constitutes a supplementary prospectus for the purposes of Article 16 of the Directive 2003/71/EC (as amended) (the “**Prospectus Directive**”) as implemented in Ireland by the Prospectus Directive (Directive 2003/71/EC) Regulations 2005, as amended and is prepared in connection with the Notes and the Certificates to be issued by Finsbury Square 2016-1 plc (the “**Issuer**”). Terms defined in the Prospectus have the same meaning when used in this Supplement.

This Supplement is supplemental to, and should be read in conjunction with, the Prospectus issued by the Issuer.

The Issuer accepts responsibility for the information contained in this Supplement. To the best knowledge of the Issuer (which has taken 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 approved by the Central Bank of Ireland (the “**Central Bank**”), as 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.

#### **Purpose of this Supplement**

The purpose of this Supplement is to update Note Condition 4(b) (*Interest Payment Dates and Interest Periods*) and Note Condition 4(c)(i) (*Rate of Interest*) on page 190 of the Prospectus.

#### **Updated Note Condition 4(b) and Note Condition 4(c)(i)**

##### **(b) Interest Payment Dates and Interest Periods**

Subject to Note Condition 6 (*Payments*), interest on the Notes (and amounts (if any) the Certificates) is payable on the Interest Payment Date falling in August 2016, and thereafter quarterly in arrear on the 16 day in February, May, August and November in each year unless such day is not a Business Day, in which case interest shall be payable on the following Business Day (each such date an “**Interest Payment Date**”). The period from (and including) an Interest Payment Date (or the Issue Date) to (but excluding) the next (or first) Interest Payment Date is called an “**Interest Period**” in these Note Conditions.

##### **(c) Rate of Interest**

Subject to Note Condition 7 (*Prescription*), the Floating Rate of Interest (as defined below) payable from time to time and the Interest Amount (as defined below) in respect of the Floating Rate Notes will be determined on the basis of the provisions set out below:

- (i) on each Interest Determination Date, the Agent Bank will determine the offered quotation to leading banks in the London interbank market for three month sterling deposits, or, in the case of the first Interest Period, a linear interpolation of the offered quotations for three and six month sterling deposits in the London interbank market by reference to the Reuters Screen LIBOR01 Page (or (a) such other page as may replace the Reuters Screen LIBOR01 Page on that service for the purpose of displaying such information or (b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Trustee) as may replace the Reuters Screen LIBOR01 Page) as at or about

11.00 a.m. (London time) on that date (the “**Screen Rate**”). If on the relevant Interest Determination Date the Screen Rate is unavailable, the Agent Bank will request the principal London office of each of the Reference Banks (as defined in Note Condition 4(i) (*Reference Banks and Agent Bank*) below) to provide the Agent Bank with its offered quotation as at or about 11.00 a.m. (London time) on that date to leading banks for three month sterling deposits, or, in the case of the first Interest Period, such rates for three and six month sterling deposits shall be interpolated. The Floating Rate of Interest for such Interest Period shall, subject as provided below, be the aggregate of the Relevant Margin (as defined below) and the Screen Rate or, as the case may be, the arithmetic mean (rounded if necessary to the nearest 0.0001 per cent., 0.00005 per cent. being rounded upwards) of the quotations of the Reference Banks;

### **General**

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

Save as disclosed in this Supplement, no other significant new factor, material mistake or inaccuracy relating to information included in the Prospectus has arisen or been noted, as the case may be, since the publication of the Prospectus.