

MG01

Particulars of a mortgage or charge

106870/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

MONDAY



LD3 *L3GCJYNK* 24/10/2011 15
COMPANIES HOUSE

1 Company details

Company number 0 2 5 3 0 1 6 3

Company name in full Barclaycard Funding plc (the "MTN Issuer")

21

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d7 m1 m0 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description An MTN supplement in relation to Series 11-5 (the "**Series 11-5 MTN Supplement**") dated 17 October 2011, supplementing the security trust deed and MTN cash management agreement dated 23 November 1999, between, amongst others, the MTN Issuer and the Bank of New York Mellon as security trustee (the "Security Trustee" which term shall include such company and all other persons or companies for the time being acting as Security Trustee of the Series 11-5 MTN Supplement).

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies, debts and liabilities which are now or have been or at any time hereafter may be or become due, owing or incurred, actually or contingently, by the MTN Issuer to the relevant Secured creditors in relation to Series 11-5 (the "**Secured Obligations**").

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name The Bank of New York Mellon, London Branch

Address One Canada Square

London

Postcode E 1 4 5 A L

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Please refer to the continuation pages relating to this Section 6.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As continuing first fixed security for the payment or discharge of the Secured Obligations save to the extent that they constitute Jersey Assets and subject always to Clause 4.13 of the Series 11-5 MTN Supplement, the MTN Issuer with full title guarantee has conveyed, assigned and transferred by way of first fixed security to and in favour of the Security Trustee for itself and on trust for the Secured Creditors in respect of Series 11-5.</p> <ul style="list-style-type: none"> a) its beneficial interest (and all rights and interests arising in respect thereof) in respect of Series 11-5 under the Receivables Trust as an Investor Beneficiary thereof to the extent specified in the Series 11-5 Supplement and in the Declaration of Trust and Trust Cash Management Agreement; b) all its right, title, interest and benefit present and future in and to any agreement relating to Series 11-5 (other than the Declaration of Trust and Trust Cash Management Agreement (as the same has been supplemented from time to time) to the extent secured under (a) above) or document relating to Series 11-5 which the MTN Issuer is or may at any time be, expressed to have the benefit of or to have any rights under or to have any other interest in unless otherwise charged or secured by way of fixed security under Clause 4.2 of the Series 11-5 MTN Supplement, (including, without limitation, all supplements and accretions thereto, all rights to receive payment of any amounts which may become payable thereunder and all payments received by the MTN Issuer thereunder and all items expressed to be held on trust for the MTN Issuer thereunder or comprised therein, all rights to serve notices or give consents and directions or make demands thereunder or take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof); c) all its right, title, interest and benefit present and future in and to all sums of money which may now or hereafter from time to time be credited to the Series 11-5 Distribution Account or any other Series 11-5 Issuer Distribution Account or MTN Issuer account established by the MTN Issuer in respect of Series 11-5 or in respect of any amounts representing or derived from Trust Property relating to Series 11-5 or received from Barclays Bank PLC pursuant to the Agreement Between Beneficiaries or to any bank or other accounts in which the MTN Issuer may at any time have or acquire any right, title, interest or benefit together with all interest accruing from time to time thereon and the debts represented thereby and all its right, title, interest and benefit present and future therein; d) all of the MTN Issuer's rights in and to the Permitted Investments in respect of Series 11-5 and any payment due in respect thereof and the debts represented thereby; and e) all of the MTN Issuer's right, title, interest and benefit in respect of amounts credited to the Trustee Bank Accounts in respect of Series 11-5 	

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6 Short particulars of all the property mortgaged or charged

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Short particulars

The MTN Issuer by way of first fixed security for payment and discharge of the Secured Obligations, as beneficial owner thereof and subject always to Clause 4.13 of the Series 11-5 MTN Supplement has assigned to the Security Trustee the Jersey Collateral in order to create a security interest therein pursuant to Article 2(6) of the Jersey Security Interests Law as a continuing security for discharge of the Secured Obligations.

The Series 11-5 MTN Supplement contains a negative pledge.

DEFINITIONS

"Acquired Interchange" means, the Acquired Interchange as defined under the Master Definitions Schedule;

"Agreement Between Beneficiaries" means, with respect to Series 11-5, the agreement between Barclays Bank PLC, the Receivables Trustee and the MTN Issuer dated 17 October 2011;

"Beneficiaries" means, the Beneficiaries as defined under the Master Definitions Schedule;

"Declaration of Trust and Trust Cash Management Agreement" means the declaration of trust and trust cash management agreement dated 1 November 1999, as amended and restated on 23 November 1999, between, amongst others, the MTN Issuer and the Receivables Trustee;

"Eligible Receivables" means, the Eligible Receivables as defined under the Master Definitions Schedule;

"Enhancement" means, the Enhancement as defined under the Master Definitions Schedule;

"Finance Charge Receivables" means, the Finance Charge Receivables as defined under the Master Definitions Schedule;

"Fitch Ratings" means Fitch Ratings Limited;

"Future Receivables Transfer" means, the Future Receivables Transfer as defined under the Master Definitions Schedule;

"Incorrect Withdrawal" means, the Incorrect Withdrawal as defined under the Master Definitions Schedule;

"Ineligible Receivables" means, the Ineligible Receivables as defined under the Master Definitions Schedule;

"Insurance Proceeds" means, the Insurance Proceeds as defined under the Master Definitions Schedule;

"Investor Beneficiary" means the MTN Issuer;

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"Jersey Assets" means in relation to the MTN Issuer all or any of its undertaking, property, assets, rights and revenues whatsoever, present and future, situated in Jersey (including, without limitation, the Jersey Collateral);

"Jersey Collateral" means in relation to the MTN Issuer, to the extent they constitute Jersey Assets and relate to Series 11-5, all its right, title, interest and benefit present and future in, to and under the Declaration of Trust and Trust Cash Management Agreement as supplemented by the Series 11-5 Supplement), including without limitation all rights to receive payment of any amount which may become payable to the MTN Issuer thereunder or payments received by the MTN Issuer thereunder or rights to serve notices and/or to take such steps as are required to cause payments to be become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof;

"Jersey Security Interests Law" means the Security Interests (Jersey) Law, 1983;

"Master Definitions Schedule" means the master definitions schedule dated 23 November 1999, as amended and restated on 24 October 2002 and as amended and restated on 27 February 2003 and entered into between inter alios the MTN Issuer, the Receivables Trustee and Barclays Bank PLC;

"Moody's" means Moody's Investors Service Inc.,

"MTN Supplement" means, the MTN Supplement as defined in the Master Definitions Schedule;

"Noteholders" means the persons who are for the time being holders of notes of Series 11-5;

"Notes" means any notes or note certificate of the MTN Issuer issued pursuant to the Programme and constituted by a MTN Supplement pursuant to clause 2 of the Security Trust Deed and MTN Cash Management Agreement or the nominal amount thereof for the time being outstanding or as the context may require a specific number thereof and includes any replacements for notes or note certificates issued pursuant to the terms thereof;

"Permitted Investments" means any one or more of the following:

a) demand or time deposits, certificates of deposit and other short-term unsecured debt obligations Provided that, in each case, at the time the deposit is made or the certificate or obligation is acquired the then current rating of the unsecured and unguaranteed debt obligations of that institution (or, where the investment in question is guaranteed, of the guaranteeing institution) is A-1+, P-1 and F1+ or (if different) the then highest rating conferred in respect of such obligations by Standard and Poor's, Moody's and Fitch Ratings (respectively); or

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b) short-term unsecured debt obligations (including commercial paper) issued by a body corporate provided that the then current rating of the unsecured and unguaranteed debt obligations of that body corporate (or where the debt obligations in question are guaranteed, of the guaranteeing institution) is A-1+, P-1 and F1+, or (if different) the then highest rating conferred in respect of such obligations by Standard and Poor's, Moody's and Fitch Ratings (respectively);

"Programme" means the Barclaycard Asset Backed Medium Term Note and Note Certificate Programme established by and constituted in the manner contemplated in the Security Trust Deed and MTN Cash Management Agreement,

"Receivables" means, the Receivables as defined under the Master Definitions Schedule;

"Receivables Trust" means the trust established pursuant to the Declaration of Trust and Trust Cash Management Agreement;

"Receivables Trustee" means Gracechurch Receivables Trustee Limited,

"Relevant Documents" means, the Relevant Documents as defined under the Master Definitions Schedule;

"RSA" means the receivables securitisation agreement between Barclays Bank PLC and the Receivables Trustee dated 23 November 1999 and all amendments thereof and supplements thereto;

"Secured Creditors" means, in respect of Series 11-5, the Security Trustee and the Noteholder(s) in respect of Series 11-5,

"Security Trust Deed and MTN Cash Management Agreement" means the security trust deed and MTN Issuer cash management agreement dated 23 November 1999 between the MTN Issuer and the Security Trustee pursuant to which each Series of Notes will, on issue, be constituted and which sets out the terms and conditions upon and subject to which the Security Trustee has agreed to act as trustee and any trust deed or other document executed in accordance with the provisions thereof and expressed to be supplemental thereto;

"Series" means each issue of Notes the terms of which are (save for the Issue Date, Interest Commencement Date, the Issue Price (each as defined in the Master Definitions Schedule (and such subordination provisions (where relevant)) otherwise identical (including whether or not the Notes are listed) and which form a single series and unless for any purpose the Security Trustee in its discretion otherwise determines, all the provisions of the Security Trust Deed and MTN Cash Management Agreement shall apply separately to the Notes of each Series and the expressions "Notes of the relevant Series", "Series of Notes", and "Noteholders of the relevant Series" and related expressions shall be construed accordingly,

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Short particulars	<p data-bbox="312 365 1032 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="312 465 1473 521">"Series 11-5" means the Series of the Receivables Trust created pursuant to the Series 11-5 Supplement,</p> <p data-bbox="312 555 1458 611">"Series 11-5 Distribution Account" means the account in the name of the MTN Issuer at Barclays Bank PLC, 1 Churchill Place, London E14 5HP;</p> <p data-bbox="312 645 1506 734">"Series 11-5 Issuer Distribution Account" means the account in the name of Gracechurch Card Programme Funding plc at Barclays Bank PLC, 1 Churchill Place, London E14 5HP;</p> <p data-bbox="312 768 1490 880">"Series 11-5 Supplement" means the Series 11-5 supplement to the Declaration of Trust and Trust Cash Management Agreement dated 17 October 2011 between Barclays Bank PLC, the MTN Issuer and the Receivables Trustee;</p> <p data-bbox="312 913 1410 969">"Standard and Poor's" means the Standard and Poor's Ratings Group, a division of the McGraw Hill Companies,</p> <p data-bbox="312 1003 1506 1149">"Trustee Bank Accounts" means the Trustee Collection Account, the Trustee Acquisition Account, the Principal Funding Account, the Spread Account and the Reserve Account set up pursuant to the Trust Accounts Bank Agreement dated 23 November 1999 between the Receivables Trustee and Barclays Bank PLC (each term as defined therein);</p> <p data-bbox="312 1182 761 1216">"Trust Property" shall mean:</p> <ol style="list-style-type: none"> <li data-bbox="312 1249 1506 1417">1. until such time as monies transferred by the Beneficiaries have been applied in accordance with the terms of the RSA all monies which may from time to time be provided by the Beneficiaries to fund the purchase of the Receivables, by way of assignment, by the Receivables Trustee pursuant to the terms and subject to the conditions of the RSA and the Future Receivables Transfer; <li data-bbox="312 1451 1490 1552">11. the Eligible Receivables and Ineligible Receivables and any other property acquired by the Receivables Trustee pursuant to the terms and subject to the conditions of the RSA and the Future Receivables Transfer, <li data-bbox="312 1585 1490 1664">111. all monies, investments and property from time to time representing or derived from or to be applied in respect of item (11) above including, without limitation, <ol style="list-style-type: none"> <li data-bbox="312 1697 1442 1787">(A) all monies due or to become due with respect to Receivables (including all Finance Charge Receivables) assigned to the Receivables Trustee, <li data-bbox="312 1821 1490 1877">(B) all proceeds of such Receivables and Insurance Proceeds relating to such Receivables; <li data-bbox="312 1910 1506 1966">(C) the right to receive the benefit of Acquired Interchange as provided for in the RSA,

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(D) monies deposited from time to time in the Trustee Bank Accounts; and

(iv) the rights to any Enhancement with respect to any Investor Beneficiary;

(v) all rights vested by the Relevant Documents or by law in favour of the Receivables Trustee by virtue of an Incorrect Withdrawal in respect of monies representing Trust Property (as set out in (iii) above),

(vi) all representations, covenants, indemnities and other contractual provisions in favour of the Receivables Trustee (other than any such made or granted solely for its own benefit) made or granted in or pursuant to any of the Relevant Documents and all rights to make demands, bring proceeding or take any other action in respect thereof;

(vii) all other property other than any amounts standing to the credit of the bank account in Jersey referred to in clause 7.13(b)(ii) of the Declaration of Trust and Trust Cash Management Agreement which may from time to time be held by or on behalf of Gracechurch Receivables Trustee

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance*

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Nicholas Henneberry70-40509283

Company name Clifford Chance LLP
(via CH London Counter)

Address 10 Upper Bank Street

Post town London

Country/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2530163
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN MTN SUPPLEMENT IN RELATION
TO SERIES 11-5 DATED 17 OCTOBER 2011 AND CREATED BY
BARCLAYCARD FUNDING PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
RELEVANT SECURED CREDITORS ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 24 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES