

# MG01

## Particulars of a mortgage or charge



108122/13

### 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 to register particulars of a charge for a company. To do this, please use form MG01s

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#32

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")

25

### Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

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### Date of creation of charge

Date of creation d1 d4 m0 m6 y2 y0 y1 y2

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### 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 12-4 (the "Series 12-4 MTN Supplement") dated 14 June 2012, 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 12-4 MTN Supplement)

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### 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 12-4 (the "Secured Obligations")

### Continuation page

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

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## Particulars of a mortgage or charge

### 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 in relation to this Section 6

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### Particulars of a mortgage or charge

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#### 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.

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#### 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).

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#### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

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## Particulars of a mortgage or charge



### 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 Erik O'Connor

Company name Clifford Chance LLP  
(Via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**MG01 - continuation page**  
**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**

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 12-4 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 12-4

a) its beneficial interest (and all rights and interests arising in respect thereof) in respect of Series 12-4 under the Receivables Trust as an Investor Beneficiary thereof to the extent specified in the Series 12-4 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 12-4 (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 12-4 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 12-4 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 12-4 Distribution Account or any other Series 12-4 Issuer Distribution Account or MTN Issuer account established by the MTN Issuer in respect of Series 12-4 or in respect of any amounts representing or derived from Trust Property relating to Series 12-4 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 12-4 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 12-4

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

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

clause 4.13 of the Series 12-4 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.

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>Defined Terms:</b></p> <p><b>"Acquired Interchange"</b> means, the Acquired Interchange as defined under the Master Definitions Schedule,</p> <p><b>"Agreement Between Beneficiaries"</b> means, with respect to Series 12-4, the agreement between Barclays Bank PLC, the Receivables Trustee and the MTN Issuer dated 14 June 2012;</p> <p><b>"Associated Debt"</b> means, collectively, the Class A Associated Debt, the Class B Associated Debt, the Class C Associated Debt and the Class D Associated Debt;</p> <p><b>"Beneficiaries"</b> means, the Beneficiaries as defined under the Master Definitions Schedule;</p> <p><b>"Class A Associated Debt"</b> means the \$725,000,000 Class A Asset Backed Floating Rate Notes due 2015, constituted by the Series 12-4 Note Trust Deed Supplement dated 14 June 2012 between the Series 12-4 Associated Issuer and The Bank of New York Mellon, acting through its London branch;</p> <p><b>"Class B Associated Debt"</b> means £0.00;</p> <p><b>"Class C Associated Debt"</b> means £0.00;</p> <p><b>"Class D Associated Debt"</b> means the £82,204,000 Class D Asset Backed Floating Rate Notes due 2015 constituted by the Series 12-4 Note Trust Deed Supplement dated 14 June 2012 between the Series 12-4 Associated Issuer and The Bank of New York Mellon, acting through its London branch,</p> <p><b>"Declaration of Trust and Trust Cash Management Agreement"</b> means the declaration of trust and 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,</p> <p><b>"Eligible Receivables"</b> means, the Eligible Receivables as defined under the Master Definitions Schedule,</p> <p><b>"Enhancement"</b> means, the Enhancement as defined under the Master Definitions Schedule,</p> <p><b>"Finance Charge Receivables"</b> means, the Finance Charge Receivables as defined under the Master Definitions Schedule;</p> <p><b>"Fitch Ratings"</b> means Fitch Ratings Limited;</p> <p><b>"Future Receivables Transfer"</b> means, the Future Receivables Transfer as defined under the Master Definitions Schedule,</p> <p><b>"Incorrect Withdrawal"</b> means, the Incorrect Withdrawal as defined under the</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

Master Definitions Schedule;

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

**"Initial Transferor"** means Barclays Bank PLC,

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

**"Investor Beneficiary"** means the MTN Issuer,

**"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 12-4, 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 12-4 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 Interest"** means the security created in respect of Series 12-4 pursuant to clause 4 3 of the Series 12-4 MTN Supplement in accordance with the requirements of the Jersey Security Interests Law,

**"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 12-4;

**"Notes"** means any notes or note certificate of the MTN Issuer issued



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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

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
- 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 12-4, the Security Trustee and the Noteholder(s) in respect of Series 12-4,

**"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

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## Particulars of a mortgage or charge

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### Amount secured

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

#### Amount secured

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;

**"Series 12-4"** means the Series of the Receivables Trust created pursuant to the Series 12-4 Supplement to the Declaration of Trust and Cash Management Agreement dated 14 June 2012;

**"Series 12-4 Associated Issuer"** means Gracechurch Card Programme Funding PLC as issuer of the Associated Debt and its successors and assigns as holder of the notes in respect of Series 12-4;

**"Series 12-4 Distribution Account"** means the account in the name of the MTN Issuer at Barclays Bank PLC, 1 Churchill Place, London E14 5HP;

**"Series 12-4 Issuer Distribution Account"** means the account in the name of the Series 12-4 Associated Issuer at Barclays Bank PLC, 1 Churchill Place, London E14 5HP,

**"Series 12-4 Note Trust Deed Supplement"** means the 12-4 Note Trust Deed Supplement to the Note Trust Deed dated 14 June 2012;

**"Series 12-4 Supplement"** means the Series 12-4 Supplement to the Declaration of Trust and Trust Cash Management Agreement dated 14 June 2012 between the Initial Transferor, the MTN Issuer and the Receivables Trustee;

**"Standard and Poor's"** means the Standard and Poor's Ratings Group, a division of the McGraw Hill Companies;

**"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); and

**"Trust Property"** shall mean:

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

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

Receivables Transfer,

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;

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,

(A) all monies due or to become due with respect to Receivables (including all Finance Charge Receivables) assigned to the Receivables Trustee,

(B) all proceeds of such Receivables and Insurance Proceeds relating to such Receivables;

(C) the right to receive the benefit of Acquired Interchange as provided for in the RSA;

(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 (111) 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)(11) 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 Limited in its capacity as Receivables Trustee; and

(viii) all rights vested by law in the Receivables Trustee by virtue of its holding the Trust Property (as set in (1) to (vii) inclusive above).



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## **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. 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN MTN SUPPLEMENT IN RELATION  
TO SERIES 12-4 DATED 14 JUNE 2012 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 18 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JUNE 2012

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Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES