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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Acc 40017

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

211

6752478

Name of company

* Arran Funding (UK) Plc (the "Issuer")

Date of creation of the charge

16 December 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A note trust deed supplement dated 16 December 2008 (the "**Series 2008-A Arran Funding (UK) Note Trust Deed Supplement**") between, inter alios, the Issuer, The Bank of New York Mellon, London Branch (the "**Note Trustee**") and The Royal Bank of Scotland plc, in favour of the Note Trustee.

Amount secured by the mortgage or charge

The Series 2008-A Arran Funding (UK) Note Trust Deed Supplement secures with full title guarantee the Series 2008-A Secured Obligations save to the extent that they constitute Jersey Assets.

See Schedule 1 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

The Bank of New York Mellon, acting through its branch at One Canada Square, London for itself and on trust for the Series 2008-A Secured Creditors.

Postcode E14 5AL

Presentor's name address and
reference (if any):

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Via London County

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



LD6

LD1VA5V4*

22/12/2008

12

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 2 for short particulars of all the property mortgaged or charged and Schedule 1 for definitions.

The Series 2008-A Arran Funding (UK) Note Trust Deed Supplement also includes a covenant to pay and a negative pledge.

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed



Date

22 / 12 / 2008

On behalf of [company] ~~[mortgagee/charged]~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

DEFINITIONS

1.1 In this Form 395:

"Account Bank" means RBS or any other bank at which the Issuer Distribution Account is to be maintained from time to time;

"Ancillary Rights" means in relation to an Interest, all ancillary rights, accretions and supplements to such Interest, including any guarantees or indemnities in respect of such Interest;

"Benefit" in respect of any Interest held, assigned, conveyed, transferred, charged, sold or disposed of by any Person shall be construed so as to include:

- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such Person in, to, under and in respect of such Interest and all Ancillary Rights in respect of such Interest;
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Interest or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account;
- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such Person contained in or relating to such Interest or its Ancillary Rights;
- (d) the benefit of all powers of and remedies for enforcing or protecting such Person's right, title, interest and benefit in, to, under and in respect of such Interest or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Interest or its Ancillary Rights; and
- (e) all items expressed to be held on trust for such Person under or comprised in any such Interest or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Interest and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Interest and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach;

"Class A Notes" means the £1,275,000,000 Class A Floating Rate Asset Backed Notes due 2013;

"Class C Notes" means the £225,000,000 Class C Floating Rate Asset Backed Notes due 2013;

"Final Terms" means, in respect of Series 2008-A only, the final terms dated 16 December 2008, being a set of final terms containing, *inter alia*, the pricing information in respect of the Series 2008-A Notes and submitted to the UKLA;

"Fitch Ratings" means Fitch Ratings Ltd;

"Interest" means any asset, agreement, bank account, property or right;

"Issuer" means Arran Funding (UK) Plc (registered no. 6752478), whose registered office is situated at Eighth Floor, 68 King William Street, London EC4N 7DZ;

"Issuer Account Bank Agreement" means the agreement so named and of even date herewith made between the Issuer, the Note Trustee and the Account Bank;

"Issuer Bank Accounts" means the Issuer Distribution Account and any other account which may be opened by the Issuer from time to time;

"Issuer Distribution Account" means each account opened at any time pursuant to the Issuer Account Bank Agreement in relation to each Series of Notes issued by the Issuer and entitled "Issuer Distribution Account" in the name of the Issuer and maintained by the Account Bank or any account at any branch of the Account Bank or of any Qualified Institution which replaces the same from time to time, together with any other accounts opened by the Issuer from time to time;

"Issuer Jersey Secured Property" shall mean, to the extent they constitute Jersey Assets, all the Issuer's rights, title, interest and benefit present and future in, to and under the Loan Notes and each Loan Note Issuer Jersey Security Interest, including, without limitation, all rights to receive payment of any amount which may become payable to the Issuer thereunder or payments received by the Issuer thereunder or rights to serve notice and/or to 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;

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

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

"Loan Note" means any loan note to be issued by the Loan Note Issuer pursuant to the Security Trust Deed;

"Loan Note Issuer" means RBS Cards Securitisation Funding Limited (registered no. 761999), whose registered office is at Royal Bank House, 71 Bath Street, St Helier, Jersey JE4 8PJ, Channel Islands;

"Loan Note Issuer Account Bank Agreement" means the agreement so named and of even date made between the Loan Note Issuer, RBSI and the Security Trustee;

"Loan Note Issuer Jersey Security Interest" means each security interest created by the Loan Note Issuer in accordance with the Jersey Security Interests Law pursuant to the relevant Loan Note Supplement or the Security Trust Deed, as the case may be;

"Loan Note Supplement" means, in relation to each Loan Note, the supplement to the Security Trust Deed constituting such Loan Note;

"Mandate" means the resolutions, instructions and signature authorities relating to each of the Issuer Bank Accounts and each account of the Loan Note Issuer in the form of the document set out in the relevant Schedule to the Issuer Account Bank Agreement or the Loan Note Issuer Account Bank Agreement (as applicable) as delivered or executed from time to time and as amended from time to time with the prior written consent of the Note Trustee or the Security Trustee (as applicable);

"Minimum Long-term Rating" means, in respect of any Person, such Person's long term unsecured, unsubordinated, unguaranteed debt obligations being rated, in the case of Moody's, "Aaa", in the case of S&P, "AAA", and Fitch Ratings, "AAA";

"Minimum Short-term Rating" means, in respect of any Person, such Person's long term unsecured, unsubordinated, unguaranteed debt obligations being rated, in the case of Moody's, "P-1", in the case of S&P, "A-1 +", and Fitch Ratings, "F-1";

"Moody's" means Moody's Investors Service Limited;

"Note Trustee" means The Bank of New York Mellon, London Branch, situated at One Canada Square, London E14 5AL and any successor Note Trustee;

"Notes" means the Class A Notes, the Class B Notes (if any) and the Class C Notes;

"Person" shall be construed as a reference to any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, governmental entity or other entity of similar nature (whether or not having separate legal personality);

"Qualified Institution" means a bank which (i) has at least the Minimum Long-term Rating or the Minimum Short-term Rating or (ii) is acceptable to each Rating Agency;

"Rating Agencies" means Moody's, S&P and Fitch Ratings;

"RBS" means The Royal Bank of Scotland plc, a public limited liability company incorporated in Scotland with company number SC90312, having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB, Scotland;

"RBSI" means the Royal Bank of Scotland International Limited, a private company incorporated with registered number 2304 with its registered office at Royal Bank House, 71 Bath Street, St Helier, Jersey, JP4 8PJ, Channel Islands;

"**S&P**" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, Inc.;

"**Secured Creditors**" means, with respect to each Series, the Note Trustee in its own capacity and as Note Trustee on behalf of those persons listed as entitled to payment in Condition **Error! Reference source not found.** (*Status, Security and Priority of Payments*) of the Notes of such Series (as amended or supplemented, if applicable, by the Arran Funding (UK) Note Trust Deed Supplement relating to such Series);

"**Security Trust Deed**" means the security trust deed dated 27 March 2000 between, *inter alios*, the Security Trustee and the Loan Note Issuer (as amended or supplemented from time to time by, *inter alia*, each Loan Note Supplement) and, where the context admits, includes the relevant Loan Note Supplement;

"**Security Trustee**" means The Bank of New York Mellon in its capacity as trustee pursuant to the Security Trust Deed;

"**Series**" means each issue of Notes which forms a single series and with the same terms and conditions issued in accordance with particular Final Terms;

"**Series 2008-A**" means the series of Notes designated as such in accordance with the Final Terms;

"**Series 2008-A Documents**" means, in relation to Series 2008-A only, the Series 2008-A Loan Note Supplement, this Note Trust Deed Supplement, the Series 2008-A Note Purchase Agreement and any other documents in relation to Series 2008-A to which the Issuer is a party;

"**Series 2008-A Issuer Distribution Account**" means the account so named in relation to Series 2008-A opened pursuant to the Issuer Account Bank Agreement and the relevant Mandate;

"**Series 2008-A Loan Note**" means the loan note issued by the Loan Note Issuer to the Issuer under the Series 2008-A Loan Note Supplement;

"**Series 2008-A Loan Note Supplement**" means, in respect of Series 2008-A, the loan note supplement relating to Series 2008-A dated 16 December 2008 to the Security Trust Deed;

"**Series 2008-A Note Purchase Agreement**" means the note purchase agreement relating to the Series 2008-A Notes;

"**Series 2008-A Secured Creditors**" means, the Secured Creditors with respect to the Series 2008-A Secured Obligations;

"**Series 2008-A Secured Obligations**" means all amounts due to the Secured Creditors in accordance with the Series 2008-A Documents (other than the Series 2008-A Note Purchase Agreement) and any other amounts payable by the Issuer under the Note

Trust Deed which the Note Trustee determines in its sole discretion are referable or allocable to Series 2008-A;

"UKLA" means the UK Listing Authority in its capacity as competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;

- 1.2 For the purposes of this Form 395 and the supporting schedules, save where the context otherwise requires, words defined in clause 1.1 that import the singular number include the plural and vice versa.

SCHEDULE 2

SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED

1.2 As continuing security for the payment or discharge of the Series 2008-A Secured Obligations save to the extent that they constitute Jersey Assets and subject to Clause 9 (*Redemption and Release*) the Issuer with full title guarantee, in favour of the Note Trustee for the Note Trustee itself and on trust for the Series 2008-A Secured Creditors, hereby:

1.2.1 assigns by way of first fixed security all the Issuer's Benefit in the Series 2008-A Loan Note;

1.2.2 assigns by way of first fixed security the Issuer's Benefit in the security interest created in favour of the Security Trustee by the Loan Note Issuer pursuant to the Series 2008-A Loan Note Supplement in respect of the Series 2008-A Loan Note; and

1.2.3 assigns by way of first fixed security all the Issuer's Benefit in the Series 2008-A Issuer Distribution Account or to the relevant ledger of any bank or other account in which the Issuer may at any time in respect of Series 2008-A have any Benefit,

1.2.4 assigns by way of first fixed security the Issuer's Benefit in each Series 2008-A Document (other than this Note Trust Deed Supplement and the Series 2008-A Note Purchase Agreement) (and sums received or recoverable thereunder); and

including without limitation all rights to receive payment of any amount which may become payable to the Issuer thereunder (in respect of Series 2008-A) or payments received by the Issuer thereunder (in respect of Series 2008-A) or rights to serve notices and/or to 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 thereto.

1.3 For the purposes of perfection and in connection with the creation of the security interests pursuant hereto the Issuer agrees to give all notices of assignment necessary to perfect the security interests (including, but not limited to, any which may from time to time be deemed necessary by the Note Trustee).



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 6752478
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SERIES 2008-A ARRAN FUNDING
(UK) NOTE TRUST DEED SUPPLEMENT DATED 16 DECEMBER
2008 AND CREATED BY ARRAN FUNDING (UK) PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURED CREDITORS UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22
DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES