

SERIES 11-3 PROSPECTUS SUPPLEMENT/FINAL TERMS DATED 21 APRIL 2011
(to the base prospectus dated 19 May 2010 and the prospectus supplements dated 12 October 2010 and 13 April 2011)

GRACECHURCH CARD PROGRAMME FUNDING PLC

issuing entity

(incorporated under the laws of England and Wales with limited liability under registered number 6714746)

Issue of €225,000,000 Series 11-3 Class A1 Floating Rate

Asset-Backed Notes

£125,000,000 Series 11-3 Class A2 Floating Rate

Asset-Backed Notes

£57,200,000 Series 11-3 Class D Floating Rate Asset-Backed Notes

under the Gracechurch Card Programme Funding plc medium term note programme

(ultimately backed by trust property in the receivables trust)

Barclays Bank PLC

sponsor, originator, originator beneficiary, trust cash manager, servicer and swap counterparty

Barclaycard Funding PLC

depositor and MTN issuing entity

The issuing entity will issue:	Class A1 notes	Class A2 notes	Class D notes
Principal Amount	€225,000,000	£125,000,000	£57,200,000
Interest rate	1-month EURIBOR + 0.75 %	1-month Sterling LIBOR + 0.85%	1-month Sterling LIBOR + 1.6%
Interest Payment Dates	Each month, beginning on 15 June 2011	Each month, beginning on 15 June 2011	Each month, beginning on 15 June 2011
Scheduled Redemption Date	15 April 2014	15 April 2014	15 April 2014
Final Redemption Date	15 April 2016	15 April 2016	15 April 2016
Price to investors	€225,000,000 (or 100%)	£125,000,000 (or 100%)	£57,200,000 (or 100%)
Underwriting discount or fee	€562,500 (or 0.25%)	£312,500 (or 0.25%)	£0 (or 0%)
Proceeds to Sponsor	€225,000,000 (or 100%)	£125,000,000 (or 100%)	£57,200,000 (or 100%)

Payments on the class D notes are subordinated to payments on the class A notes of the same note series.

Class A1 notes will have the benefit of a currency swap between the issuing entity and Barclays Bank PLC as swap counterparty. The Class A2 and Class D notes will be denominated in Sterling, therefore no currency swap will be required in respect thereof.

The notes have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States, or to or for the account of a U.S. person (as defined in Regulation S under the Securities Act). Accordingly, the notes are being offered and sold outside the United States, in compliance with Regulation S under the Securities Act) (the "Regulation S Notes"). Neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved of these notes or determined if this prospectus supplement/final terms is truthful or complete. Any representation to the contrary is a criminal offence.

Please review and carefully consider the Risk Factors beginning on page 29 of the base prospectus, as amended or supplemented by the first prospectus supplement dated 12 October 2010 and the second prospectus supplement dated 13 April 2011, before you purchase any notes.

The ultimate source of payment on the notes will be collections on consumer credit and charge card accounts originated or acquired in the United Kingdom by Barclays Bank PLC acting through its Barclaycard division.

The notes offered in this prospectus supplement/final terms will be obligations of the issuing entity only. They will not be obligations of, nor will they be guaranteed by, any other party, including Barclays Bank PLC in any of its capacities, Barclays Capital, Barclaycard Funding PLC, Gracechurch Receivables Trustee Limited, Lloyds TSB Bank plc or any of their affiliates or advisers, successors or assigns. The issuing entity will only have a limited pool of assets to satisfy its obligations on the notes.

You should read this prospectus supplement/final terms, the base prospectus and the prospectus supplement carefully before you invest. A note is not a deposit and neither the notes nor the underlying receivables are insured or guaranteed by Barclays Bank PLC or by any United Kingdom or United States governmental agency.

Arranger
Barclays Capital

Series Dealers
Barclays Capital

Lloyds Bank Corporate Markets

IMPORTANT NOTICES

In the event that any withholding or deduction for any taxes, duties, assessments or government charges of whatever nature is imposed, levied, collected, withheld or assessed on payments of principal or interest in respect of the notes or the coupons by the United Kingdom, or any other jurisdiction or any political subdivision or any authority in or of such jurisdiction having power to tax, the issuing entity or the Paying Agents shall make such payments after such withholding or deduction and neither the issuing entity nor the Paying Agents nor any other person will be required to make any additional payments to holders of notes in respect of such withholding or deduction.

This document constitutes a final terms for the purposes of Article 5.4 of the prospectus directive and is supplemental to and must be read in conjunction with the base prospectus and the prospectus supplement. Full information on the issuing entity and the offer of the notes is available only on the basis of the combination of this prospectus supplement/final terms, the base prospectus and the prospectus supplement. The base prospectus and prospectus supplement are available for viewing at the specified office of the principal paying agent and at the registered office of the issuing entity during usual business hours on any weekday, apart from Saturdays, Sundays and public holidays and copies may be obtained from Barclays Bank PLC at the following address: Barclays Treasury, 9th Floor, Barclays Bank PLC, 1 Churchill Place, London E14 5HP for the attention of Head of Capital Issuance and Securitisation.

The issuing entity has confirmed to each series dealer named under "*Plan of Distribution*" below that this prospectus supplement/final terms, when read in conjunction with the base prospectus and prospectus supplement, contains all information which is (in the context of the programme, the issue, offering and sale of the notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed in this prospectus supplement/final terms are honestly held or made and are not misleading in any material respect; that this prospectus supplement/final terms does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the programme, the issue and offering and sale of the notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this prospectus supplement/final terms or any other document entered into in relation to the programme or any information supplied by the issuing entity or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the issuing entity or any series dealer.

Neither the delivery of this prospectus supplement/final terms nor the offering, sale or delivery of any note shall, in any circumstances, create any implication that the information contained in this prospectus supplement/final terms is true subsequent to the date hereof or the date upon which any future prospectus supplement/final terms (in relation to any future issue of other notes) is produced or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the issuing entity since the date thereof or, if later, the date upon which any future prospectus supplement/final terms (in relation to any future issue of other notes) is produced or that any other information supplied in connection with the programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this prospectus supplement/final terms and the offering, sale and delivery of the notes in certain jurisdictions may be restricted by law. Persons in possession of the prospectus supplement/final terms are required by the issuing entity and each series dealer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of notes and on the distribution of this prospectus supplement/final terms and other offering material relating to the notes, see "*Plan of Distribution*" in the base prospectus and herein.

Until a date that is 90 days after the date of this prospectus supplement/final terms, all series dealers effecting transactions in this note series, whether or not participating in this distribution, may be required to deliver the appropriate prospectus supplement/final terms, the base prospectus and the prospectus supplement. This is in addition to the obligation of series dealers to deliver a prospectus supplement/final terms, the base prospectus and the prospectus supplement when acting as the series dealer of the notes and with respect of their unsold allotment or subscription.

Certain figures included in this prospectus supplement/final terms have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The information about the series 11-3 notes appears in three separate documents: a base prospectus, a prospectus supplement and this prospectus supplement/final terms. The base prospectus and prospectus supplement provide general information about each note series issued under the Gracechurch Card Programme Funding plc medium term note programme, some of which may not apply to the series 11-3 notes described in this prospectus supplement/final terms. With respect to the series 11-3 notes, this prospectus supplement/final terms is the "relevant prospectus supplement/final terms" or the "applicable prospectus supplement/final terms" referred to in the base prospectus.

This prospectus supplement/final terms may be used to offer and sell the series 11-3 notes only if accompanied by the base prospectus and the prospectus supplement.

This prospectus supplement/final terms provides potential investors in the series 11-3 notes with additional information to that contained in the base prospectus and prospectus supplement.

You should rely only on the information in this prospectus supplement/final terms, the base prospectus and the prospectus supplement, including information incorporated by reference. We have not authorised anyone to provide you with different information.

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TRANSACTION FEATURES

This prospectus supplement/final terms supplements the disclosure in the base prospectus and prospectus supplement. The series 11-3 notes will be governed, to the extent not described in this prospectus supplement/final terms, by the applicable provisions of the base prospectus and prospectus supplement. Unless otherwise indicated, words and expressions defined in the base prospectus shall have the same meanings below.

Class of notes	Initial Principal Balance	£ Equivalent Initial Principal Balance	% of Total
A1	€225,000,000	£199,079,808.88	52.2
A2	£125,000,000	£125,000,000	32.8
D	£57,200,000	£57,200,000	15.0
		<u>£381,279,808.88</u>	<u>100%</u>

SERIES OF NOTES ISSUED

Series Number:	Series 11-3		
Class of Notes:	A1	A2	D
Anticipated Ratings:	Standard & Poor's AAA / Moody's Aaa	Standard & Poor's AAA / Moody's Aaa	N/A
Rating Agencies:	Standard & Poor's, Moody's	Standard & Poor's, Moody's	None
Issue Date:	21 April 2011	21 April 2011	21 April 2011
Issue Price:	100 per cent.	100 per cent.	100 per cent.
Net Proceeds:	€225,000,000	£125,000,000	£57,200,000
Specified Currency:	Class A1 notes are to be denominated in Euros	Class A2 notes are to be denominated in Sterling	Class D notes are to be denominated in Sterling
Minimum Denomination:	€100,000 and amounts in excess thereof which are integral multiples of €1,000	£100,000 and amounts in excess thereof which are integral multiples of £1,000	£100,000 and amounts in excess thereof which are integral multiples of £1,000
Specified Denomination(s):	€100,000 and amounts in excess thereof which are integral multiples of €1,000	£100,000 and amounts in excess thereof which are integral multiples of £1,000	£100,000 and amounts in excess thereof which are integral multiples of £1,000
Subject to Repricing Arrangements:	No	No	No
Fixed or Floating Designation:	Floating rate Euro notes	Floating rate Sterling notes	Floating rate Sterling notes
Series Scheduled Redemption Date:	15 April 2014	15 April 2014	15 April 2014
Final Redemption Date:	15 April 2016	15 April 2016	15 April 2016
Initial Rate (if applicable):	1-month EURIBOR plus the margin	1-month Sterling LIBOR plus the margin	1-month Sterling LIBOR plus the margin
Margin: LIBOR/EURIBOR	0.75% 1-month EURIBOR except for the first Interest Period where EURIBOR will be based on the linear interpolation of one-month and two-month EURIBOR	0.85% 1-month Sterling LIBOR except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR	1.6% 1-month Sterling LIBOR except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR
Day Count Fractions:	Actual/360	Actual/365 (fixed)	Actual/365 (fixed)
Interest Commencement Date:	21 April 2011	21 April 2011	21 April 2011
Floating Rate Commencement Date (if applicable):	N/A	N/A	N/A
Interest Payment Dates:	The 15 th day of each calendar month	The 15 th day of each calendar month	The 15 th day of each calendar month
First Interest Payment Date:	15 June 2011	15 June 2011	15 June 2011
Interest Rate Calculations: Listing:	Condition 7(c) The London Stock Exchange – Regulated Market	Condition 7(a) The London Stock Exchange – Regulated Market	Condition 7(a) The London Stock Exchange – Regulated Market
Additional Business Centre:	N/A	N/A	N/A
Additional Financial Centre:	N/A	N/A	N/A
Additional Interest Margin:	None	None	None
Indemnification Amount:	£1,250,000		
Additional Details of Related Swap Agreement (if applicable):	Currency swap agreement between the issuing entity	None	None

any):	and Barclays Bank PLC as swap counterparty		
Internal Credit Support-Subordination:	Class D Notes	Class D Notes	None
Call Date:	None	None	None
Intended to be held under the New Safekeeping Structure for Eurosystem eligibility purposes	Yes - Note that the designation "yes" simply means that the notes are intended upon issue to be deposited and registered with (or a nominee for) one of ICSDs acting as common safekeeper and does not necessarily mean that the notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.	No	No

Payment Priorities and Allocation of Funds:

Within series 11-3, amounts received by the issuing entity from the MTN issuing entity will be applied, pre-enforcement of the note trust deed and the relevant series note trust deed supplement, in a manner whereby notes of each class and sub-class will rank *pari passu* and *pro rata* among themselves without preference or priority among themselves. However, the class D notes (and every sub-class thereof (if any)) are subordinated in right of payment of interest and principal to the class A notes (and every sub-class thereof (if any)). Payments due to swap counterparties (if any) will rank *pari passu* with payments of interest on the relevant corresponding notes. Following enforcement of the note trust deed and the relevant series note trust deed supplement, interest and principal in respect of each class of notes will be paid *pari passu* and *pro rata* so that the most senior class will have all accrued interest and all principal paid before any subordinated class.

Please see the section entitled "*Securitisations Cashflows*" on page 107 of the base prospectus.

Clearing and Settlement:

Class A1 Regulation S Global Note Certificates: Euroclear and Clearstream, Luxembourg
Class A2 Regulation S Global Note Certificates: Euroclear and Clearstream, Luxembourg
Class D Regulation S Global Note Certificates: Euroclear and Clearstream, Luxembourg

Business Day Convention:

Modified Following Business Day Convention

Estimated total expenses related to admission to trading:

£5,000

Required Retained Principal Percentage:

15%

Controlled Accumulation Period:

Close of business on 31 March 2013 through 31 March 2014

Closing Date:	21 April 2011
Cash Management Fee:	£6,000
Form of Notes:	Registered Notes: Class A1 Regulation S Global Note Certificates registered in the name of a nominee for Euroclear or Clearstream, Luxembourg, acting as common safekeeper. Class A2 Regulation S Global Note Certificates registered in the name of a nominee for a Common Depositary for Euroclear / Clearstream, Luxembourg. Class D Regulation S Global Note Certificates registered in the name of a nominee for a Common Depositary for Euroclear / Clearstream, Luxembourg.
CRA Regulation	Each of the Rating Agencies operated in the European Community before 7 June 2010 and has submitted an application for registration in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the " CRA Regulation ") and such application for registration has not been refused.

ADDITIONAL RISK FACTORS APPLYING ONLY TO SERIES 11-3

None

MTN NOTE SUPPORTING SERIES

The series 11-3 notes will be collateralised by the series 11-3 Medium Term Note (the "**Related Medium Term Note**") which shall have the following terms as set out in the series 11-3 medium term note supplement.

Designation for the purposes of the security trust deed and MTN cash management agreement:	Series 11-3
Issuance Date:	21 April 2011
Initial Principal Amount:	£381,279,808.88
Medium Term Note Certificate First Interest Payment Date:	15 June 2011
Medium Term Note Certificate Interest Payment Date:	The 15 th day of each calendar month
Medium Term Note Certificate Interest Period:	Monthly
Required Re-investment Amount:	£1,620,399.04
Series Scheduled Redemption Date:	15 April 2014
Final Redemption Date:	15 April 2016
Additional Early Redemption Events:	None
Listing:	None
Initial Investor Interest:	£381,279,808.88
Class A1 Initial Investor Interest:	£199,079,808.88
Class A2 Initial Investor Interest:	£125,000,000
Class D Initial Investor Interest:	£57,200,000
Medium Term Note Certificate Interest Rate:	1 month Sterling LIBOR + 1.0604%, except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR

SERIES INVESTOR INTEREST SUPPORTING MEDIUM TERM NOTE

The series 11-3 medium term note will be collateralised by the series 11-3 investor interest (the "**Series Investor Interest**") which shall have the following terms as set out in the series 11-3 supplement to the declaration of trust and trust cash management agreement.

Designation for the purposes of the Receivables Trust Deed Supplement:	Series 11-3
Issuance Date:	21 April 2011
Initial Principal Amount:	£381,279,808.88
First Payment Date:	15 June 2011
Class A1 Finance Rate:	1 month Sterling LIBOR + 1.0375%, except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR
Class A2 Finance Rate:	1 month Sterling LIBOR + 0.85%, except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR
Class D Finance Rate:	1 month Sterling LIBOR + 1.6%, except for the first Interest Period where LIBOR will be based on the linear interpolation of one-month and two-month Sterling LIBOR
Series Scheduled Redemption Date:	15 April 2014
Series Final Redemption Date:	15 April 2016
Controlled Deposit Amount:	£31,773,317.41
Additional Early Redemption Events:	None
Series Initial Investor Interest:	£381,279,808.88
Release Date:	N/A

The Controlled Accumulation Period Commencement Date in respect of series 11-3 investor interest will be the close of business on 31 March 2013 **provided, however, that** if on each Determination Date within the Controlled Accumulation Period, its length is determined to be less than 12 months, the Revolving Period may be extended and the start of the Controlled Accumulation Period will be postponed. The Controlled Accumulation Period will, in any event, begin no later than close of business on 28 February 2014.

The "**Series Cash Reserve Account Percentage**" shall be 0 per cent. in respect of Series 11-3.

PARTIES

Series Dealers:	Barclays Bank PLC Lloyds TSB Bank plc
Issuing Entity:	Gracechurch Card Programme Funding plc.
Note Trustee:	The Bank of New York Mellon, acting through its London branch. The Note Trustee's address, at the date of this prospectus supplement/final terms, is One Canada Square, London E14 5AL, United Kingdom.
Principal Paying Agent and Agent Bank for the Notes:	The Bank of New York Mellon, acting through its London branch. The Principal Paying Agent will make payments of interest and principal when due on the notes. The Agent Bank will calculate the interest rates applicable to each class of notes. The Bank of New York Mellon's address in London is One Canada Square, London E14 5AL, United Kingdom.
Registrar	The Bank of New York Mellon (Luxembourg) S.A.. The Registrar will maintain the Register. The Bank of New York Mellon (Luxembourg) S.A.'s address in Luxembourg is Vertigo Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg.
Receivables Trustee:	Gracechurch Receivables Trustee Limited
MTN Issuing Entity, Investor Beneficiary and Depositor:	Barclaycard Funding PLC
Sponsor, Originator and Originator Beneficiary:	Barclays Bank PLC
Servicer:	Barclays Bank PLC
Security Trustee:	The Bank of New York Mellon, acting through its London Branch
Swap Counterparty for Series 11-3:	Barclays Bank PLC

SWAP AGREEMENTS

General

The class A1 notes will be denominated in Euros and the issuing entity will be obliged to make Euro payments of interest and repayments of principal in respect of the class A1 notes. However, certain amounts received by the issuing entity will be denominated in sterling. In order to reduce the risk to the issuing entity of adverse exchange rate movements, the issuing entity and Barclays Bank PLC (the "**swap counterparty**") will enter into a currency swap transaction in relation to the class A1 notes.

Details of the organisational form and general character of the business of Barclays Bank PLC are set out in the base prospectus and the prospectus supplement.

Subject to the provisions set out under "**Early Termination**" below under the terms of the currency swap transaction relating to the class A1 notes, the issuing entity will pay to the swap counterparty:

- (a) on or after the issue date, an amount in Euros to be paid in respect of the proceeds received by the issuing entity on the issue of the class A1 notes;
- (b) on each interest payment date, an amount in sterling determined by reference to applying a floating rate of interest to the relevant currency amount (as determined pursuant to the swap confirmation); and
- (c) on the scheduled redemption date, an amount in sterling determined in accordance with the provisions of the swap confirmation.

In return, the swap counterparty will be obliged to pay to the issuing entity:

- (a) on or after the issue date, an amount in sterling calculated by reference to the Euro proceeds of the issue of the class A1 notes converted into sterling at the relevant exchange rate as provided in the swap agreement;
- (b) on each interest payment date, an amount in Euros determined by reference to applying a fixed or floating rate of interest (as the case may be) to the relevant currency amount; and
- (c) on the scheduled redemption date, an amount in Euros determined in accordance with the provisions of the swap confirmation.

Early Termination

The currency swap transaction may be terminated prior to its scheduled termination date in certain circumstances, including, but not limited to, the following:

- (a) subject to the provisions of the confirmation in respect of such currency swap transaction and any applicable grace periods, at the option of the issuing entity if there is a failure by the swap counterparty to pay any amounts due under the swap agreement and at the option of the swap counterparty in certain circumstances if there is a failure to pay amounts due under the swap agreement by the issuing entity;
- (b) at the option of the issuing entity, if a rating downgrade occurs with respect to the swap counterparty (as specified in the swap agreement relating to the currency swap transaction) and the swap counterparty fails to cure such rating downgrade within the requisite time period;
- (c) at the option of the swap counterparty, if an Event of Default occurs under Condition 11 of the terms and conditions of the notes and the note trustee delivers an Enforcement Notice;
- (d) if certain events occur with respect to either party to the currency swap transaction (or the currency swap transaction itself), including, but not limited to, certain insolvency related events, merger without an assumption of the obligations in respect of the swap agreement, or changes in law resulting in the currency swap transaction becoming illegal;
- (e) if a withholding tax is imposed, (1) in relation to the issuing entity's payments under the swap agreement (at the option of the swap counterparty in accordance with the provisions of the swap

agreement) and (2) in relation to the swap counterparty's payments under the swap agreement (at the option of the issuing entity in accordance with the provisions of the swap agreement);

- (f) at the option of the swap counterparty or the issuing entity (provided that the class A1 noteholders shall first have directed the note trustee by way of extraordinary resolution to terminate the currency swap transaction relating to such notes), if a withholding tax is imposed in relation to the issuing entity's payments under the notes; and
- (g) at the option of the swap counterparty, if any amendment and/or supplement is made to the note trust deed, the issuing entity master framework agreement or the terms and conditions of the notes without the swap counterparty's prior written consent, and where such amendment and/or supplement would be reasonably expected to result in the swap counterparty being required to pay more or receive less than it would otherwise have been required to prior to such amendment and/or supplement.

Upon any such early termination of the currency swap transaction, either the issuing entity or the swap counterparty may be liable to make a termination payment to the other. Initially, the amount of any early termination payment will be based on the market value of the terminated swap transaction. This market value will be determined on the basis of market quotations of the cost of entering into a swap transaction with the same terms and conditions that would have the effect of preserving the economic positions of the parties prior to termination of such swap transaction. Alternatively, if such market quotations are not available or if using such market quotations to calculate the early termination payment would not produce a commercially reasonable result, the early termination payment will be determined on the basis of the parties' loss arising out of the termination of the swap. Any such termination payment may, if interest rates and/or the relevant currency exchange rate had changed significantly, be substantial.

Upon termination of the currency swap transaction, if no replacement swap transaction has been obtained the security under the note trust deed (and the note trust deed supplement) in respect of the class A1 notes will become enforceable. If such security is enforced, the proceeds thereof will be applied in payment of amounts set out under the order of priority of payments set forth in the terms and conditions of the class A1 notes. In the event that the swap agreement with respect to the class A1 notes is terminated other than as a result of a Swap Counterparty Swap Event of Default (as defined below), then to the extent the net sums realised on the secured assets are insufficient to pay all the amounts due, if any, to the swap counterparty pursuant to the termination provisions of the swap agreement, the shortfall between amounts realised in relation to the relevant medium term note certificate and such amounts payable to the swap counterparty shall be borne first by the holders of the class A1 notes and then by the swap counterparty.

Certain events including without limitation, failure to pay or deliver, misrepresentation, insolvency or bankruptcy pertaining to the swap counterparty or a downgrade of the swap counterparty which the swap counterparty fails to cure within the requisite cure period (a "**Swap Counterparty Swap Event of Default**") may result in the early termination of the swap agreement. In the event that the swap agreement is terminated as a result of a Swap Counterparty Swap Event of Default, then any termination payment to be paid to the swap counterparty by the issuing entity in accordance with the early termination provisions of the swap agreement shall be subordinated to any payments to be made under the class A1 notes.

The swap counterparty's payment obligations pursuant to the swap agreement are subject to the condition that no event of default has occurred and is continuing with respect to the issuing entity pursuant to the swap agreement.

Taxation

Neither the issuing entity nor the swap counterparty is obliged to gross up any of its payments under the swap agreement if withholding taxes are imposed on payments made under the swap agreement.

In the event that any withholding tax is imposed on payments to be made to the issuing entity under the currency swap transaction then the issuing entity may terminate the currency swap transaction and either the issuing entity or the swap counterparty may be required to pay a swap termination payment to the other party. In the event that any withholding tax is imposed on payments to be made by the issuing entity under the currency swap transaction, the swap counterparty shall be entitled to deduct amounts in the same proportion (as calculated in accordance with the provisions of the confirmation relating to such

currency swap transaction) from the corresponding payment due from it. In such event, payments on the class A1 notes will be subject to deferral in proportion to the amount so deducted. In the event that any withholding tax is imposed on payments due by the swap counterparty under the swap agreement, the issuing entity shall not be entitled to deduct corresponding amounts from the corresponding payments due from it and payments on the class A1 notes will be subject to deferral in proportion to the amount so withheld by the swap counterparty.

Pursuant to the provisions of the swap agreement, if on the next date that either party was required to make a payment under the swap agreement, such party would be required by any applicable law (or action taken by a relevant taxing authority or court of competent jurisdiction) to withhold any amount from such payment in respect of tax, such party will notify the other party of the requirement to make such a deduction or withholding from its payment. Following such notification, before the party that will receive the reduced payment can terminate the currency swap transaction, it must use reasonable efforts to attempt, either (i) to transfer all its rights and obligations under the currency swap transaction in accordance with the terms of the swap agreement or (ii) to replace the affected currency swap transaction(s) with economically equivalent transactions, in both cases so as to avoid any such requirement to withhold any amount in respect of tax. In circumstances in which the relevant affected party is not able to make such a substitution or effect such restructuring, then the other party may be entitled to attempt to transfer the currency swap transaction to another swap counterparty or effect a restructuring so that such withholding or deduction is no longer required. If neither party is able to arrange for the transfer (or affect the restructuring) of the swap transaction, as set out above, the party receiving the payment in relation to which such deduction or withholding on account of tax has been applied will be entitled to terminate the currency swap transaction.

Rating Downgrade or Withdrawal

If the swap counterparty is downgraded below the ratings specified in the swap agreement (in accordance with the requirements of Standard & Poor's and Moody's), or if the rating of the swap counterparty is withdrawn by either Standard & Poor's or Moody's, then the swap counterparty will, in accordance with the provisions of, and subject to the timeframes specified in, the swap agreement, be required to take certain remedial measures which may include: (a) providing collateral in accordance with the Credit Support Annex (as further described below), (b) obtaining a guarantee from a guarantor that satisfies the requirements specified in the swap agreement, (c) transferring the swap agreement to an entity that satisfies the requirements specified in the swap agreement, or (d) in respect of a downgrade or rating withdrawal by Standard & Poor's only, taking any action which would not result in a downgrade of the Class A1 Notes or Class A2 Notes. If the swap counterparty is downgraded further by Standard and Poor's and/or Moody's, the options available to the swap counterparty to remedy such further downgrade may be more restricted and more onerous.

If the swap counterparty is downgraded by Standard & Poor's or Moody's and the swap counterparty fails to comply with the applicable ratings downgrade provisions as set out in the swap agreement, the issuing entity may terminate the swap agreement in accordance with the terms of the swap agreement. Where the swap counterparty provides collateral in accordance with the terms of the swap agreement, such collateral will be credited to the issuing entity distribution account and amounts in respect of such collateral may be returned by the issuing entity to the swap counterparty from time to time in accordance with the terms of the swap agreement and the Credit Support Annex.

The swap counterparty may, subject to certain conditions specified in the swap agreement, including certain requirements of Standard & Poor's and Moody's, transfer its rights and obligations in respect of the swap agreement to another entity.

Credit Support Annex

The swap counterparty will enter into a 1995 ISDA Credit Support Annex (Bilateral Form Transfer) with the issuing entity (the "**Credit Support Annex**") on or prior to the closing date in support of the swap counterparty's obligations under the swap agreement.

Pursuant to the terms of the Credit Support Annex, if at any time the swap counterparty is required to provide collateral in respect of any of its obligations under the swap agreement, the Credit Support Annex will provide that, from time to time and subject to the conditions specified in the Credit Support Annex and the swap agreement, the swap counterparty will make transfers of cash or securities by way of

collateral to the issuing entity in support of its obligations under the swap agreement and the issuing entity will be obliged to return such collateral in accordance with the terms of the Credit Support Annex.

Interest Deferral

In certain circumstances payments due to be made by either party under the swap agreement may be deferred and to the extent such payments are deferred interest shall accrue in respect thereof.

Transfers

Any transfer by the issuing entity of its interests under a swap agreement to any other entity shall be subject to the consent of the note trustee, Standard & Poor's and Moody's.

The issuing entity may transfer any interest under a swap agreement to any other entity with the swap counterparty's prior written consent, except that such consent is not required in the case of a transfer, charge or assignment to the note trustee as contemplated in the note trust deed or any note trust deed supplement thereto.

The swap counterparty may transfer all its rights and obligations with respect to a swap agreement to any other entity (a "**Transferee**") subject to the satisfaction of certain conditions, including, but not limited to the following:

- (a) it has given five Business Days prior written notice to the note trustee;
- (b) the Transferee is an eligible replacement, as defined in the Moody's rating methodology, and the Transferee's long-term, unsecured and unsubordinated debt obligations are then rated not less than "BBB+" by Standard & Poor's or such Transferee's obligations under the swap agreement are guaranteed by an entity whose long-term, unsecured and unsubordinated debt obligations are then rated not less than "A" by Standard & Poor's (if the entity's short-term, unsecured and unsubordinated debt obligations are then rated not less than "A-1" by Standard & Poor's), or whose long-term, unsecured and unsubordinated debt obligations are then rated not less than "A+" by Standard & Poor's (as the case may be) provided that Standard & Poor's has confirmed that the rating of the notes will not be adversely affected by such guarantee;
- (c) a termination event or an event of default does not occur under the swap agreement as a result of such transfer;
- (d) the Transferee contracts with the issuing entity on terms that (1) have the same economic effect as the terms of the swap agreement in respect of any obligation (whether absolute or contingent) to make payment or delivery after the effective date of such transfer and (2) insofar as they do not relate to payment or delivery obligations, are, in all material respects, no less beneficial for the issuing entity than the terms of the swap agreement immediately before such transfer; and
- (e) (if the Transferee is domiciled in a different country from both the swap counterparty and the issuing entity) Standard & Poor's has provided prior written notification that the then current ratings of the notes will not be adversely affected.

OTHER SERIES OF NOTES AND MEDIUM TERM NOTE CERTIFICATES ISSUED

Notes – Gracechurch Card Programme Funding plc and predecessors

The table below sets forth the principal characteristics of the other series previously issued by Gracechurch Card Programme Funding plc and other issuing entities that are outstanding at the date of this prospectus supplement/final terms, in connection with the receivables trust and the receivables assigned by the originator. For more information with respect to any series, any prospective investor should contact Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London E14 4BB, United Kingdom, Attention: Financial Solutions - Secured Financing. Barclaycard will provide, without charge, to any prospective purchaser of the notes, a copy of the disclosure document for any such other publicly-issued series.

Series 08-1

Class	Principal Balance	Interest Rate
Class A.....	£1,702,000,000	1 Month Sterling LIBOR +0.50%
Class D.....	£298,000,000	1 Month Sterling LIBOR +1.00%
Relevant Issuance Date:	12 December 2008	
Scheduled Redemption Date:	15 December 2011	
Legal Final Redemption Date:	15 December 2013	

Series 08-2

Class	Principal Balance	Interest Rate
Class A.....	£1,702,000,000	1 Month Sterling LIBOR +0.50%
Class D.....	£298,000,000	1 Month Sterling LIBOR +1.00%
Relevant Issuance Date:	12 December 2008	
Scheduled Redemption Date:	15 December 2011	
Legal Final Redemption Date:	15 December 2013	

Series 10-1

Class	Principal Balance	Interest Rate
Class A.....	\$500,000,000	1-month USD LIBOR + 0.60%
Class D.....	£55,600,000	1-month Sterling LIBOR + 1.20%
Relevant Issuance Date:	23 November 2010	
Scheduled Redemption Date:	15 November 2012	
Legal Final Redemption Date:	15 November 2014	

Series 11-1

Class	Principal Balance	Interest Rate
Class A1.....	€430,000,000	1-month EURIBOR + 0.95%
Class A2.....	£415,000,000	1-month Sterling LIBOR + 1.10%
Class D.....	£138,000,000	1-month Sterling LIBOR + 2.00%
Relevant Issuance Date:	7 February 2011	
Scheduled Redemption Date:	15 January 2016	
Legal Final Redemption Date:	15 January 2018	

Series 11-2

Class	Principal Balance	Interest Rate
Class A.....	€375,000,000	1-month EURIBOR + 0.85%
Class D.....	£56,500,000	1-month Sterling LIBOR + 1.50%
Relevant Issuance Date:	7 February 2011	
Scheduled Redemption Date:	15 January 2014	
Legal Final Redemption Date:	15 January 2016	

Medium Term Note Certificates – Barclaycard Funding PLC

Series	Issuance Date	Tranche Size	Note Interest Rate currently in effect	Scheduled Redemption Date	Final Redemption Date
08-1	12 December 2008	£2,000,000,000	one-month sterling LIBOR plus 0.5745	15 December 2011	15 December 2013
08-2	12 December 2008	£2,000,000,000	one-month sterling LIBOR plus 0.5745	15 December 2011	15 December 2013
10-1	23 November 2010	£370,640,010	one-month sterling LIBOR plus 0.8388	15 November 2012	15 November 2014
11-1	7 February 2011	£919,581,415	one-month sterling LIBOR plus 1.3523	15 January 2016	15 January 2018
11-2	7 February 2011	£376,193,095	one-month sterling LIBOR plus 1.3407	15 January 2014	15 January 2016

PORTFOLIO INFORMATION

The following tables show information relating to the historic performance of Eligible Accounts originated using Barclays' underwriting criteria. The receivables from these accounts will ultimately back the notes and comprise the receivables trust (the "**Securitised Portfolio**"). All Eligible Receivables arising on designated product lines, as described under "*The Receivables — Assignment of Receivables to the Receivables Trustee*" in the base prospectus, are included in the Securitised Portfolio.

No static pool data has been provided in relation to the Securitised Portfolio. Static pool data may indicate a different performance profile in relation to the Securitised Portfolio from that which is disclosed herein.

Receivable Yield Considerations

The following table sets forth the gross revenues from finance charges and fees billed to accounts in the Securitised Portfolio, for each of the years ended 2010, 2009, 2008, 2007, 2006, 2005 and 2004. Each table has been provided by Barclaycard. These revenues vary for each account based on the type and volume of activity for each account. The historical yield figures in these tables are calculated on an accrual basis. Collections of receivables included in the receivables trust will be on a cash basis and may not reflect the historical yield experience in the table. For further detail, please see the base prospectus.

Securitised Portfolio Yield

(non percentage amounts are expressed in sterling)

	Year ended						
	2010	2009	2008	2007	2006	2005	2004
Average Receivables Outstanding.....	8,604,993,272	8,260,633,896	7,912,127,379	7,644,643,038	8,238,797,497	9,126,886,077	8,790,394,121
Finance Charges	1,078,864,053	1,049,309,495	1,040,640,454	1,067,421,976	1,106,903,362	1,063,839,826	961,325,011
Fees	98,102,719	122,338,650	130,649,203	120,811,317	192,459,829	243,943,641	233,872,119
Total Recoveries.....	72,034,902	20,859,857	65,586,180	84,142,232	122,970,703	121,728,191	119,717,964
Forex.....	22,808,262	25,690,015	29,818,986	29,750,175	34,284,252	39,083,509	41,952,089
Interchange.....	115,988,591	114,505,948	125,914,913	128,421,099	131,904,797	155,416,714	176,211,134
Yield from Finance Charges	12.54%	12.70%	13.15%	13.96%	13.43%	11.65%	10.94%
Yield from Fees	1.14%	1.48%	1.65%	1.58%	2.34%	2.67%	2.66%
Yield from Recoveries	0.84%	0.25%	0.83%	1.10%	1.37%	1.33%	1.36%
Yield from Forex	0.27%	0.31%	0.38%	0.39%	0.42%	0.43%	0.48%
Yield from Interchange	1.35%	1.39%	1.59%	1.68%	1.60%	1.70%	2.00%
"Total Yield from Charges, Fees and Interchange"	16.14%	16.13%	17.60%	18.71%	19.16%	17.79%	17.44%

Notes:

- (1) Average receivables outstanding is the average of the daily end balances for the period indicated.
- (2) Finance Charges and Fees are comprised of monthly periodic charges and other credit card fees net of adjustments made pursuant to Barclays normal servicing procedures, including removal of incorrect or disputed monthly periodic finance charges.

Delinquency and Loss Experience

The following tables set forth the delinquency and loss experience of the Securitised Portfolio for each of the periods shown. The Securitised Portfolio includes platinum, gold and classic VISA® and MasterCard® credit cards and the Premier VISA® charge card. The Securitised Portfolio currently does not include the portfolio of credit card accounts purchased from Clydesdale Financial Services in May 2003, the portfolio of credit card accounts purchased from Discover Financial Service's UK operations in April 2008 or the portfolio of credit card accounts purchased from Egg on 1 March 2011. Because the economic environment may change, we cannot assure you that the delinquency and loss experience of the Securitised Portfolio will be the same as the historical experience set forth below.

The delinquency statistics are obtained from billing cycle information as opposed to month end positions.

**Delinquency and Loss Experience
Securitized Portfolio**

	Year ended									
	2010		2009		2008		2007		2006	
	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables
Receivables Outstanding.....	8,681,107,123	100.00%	8,457,115,668	100%	8,247,662,787	100%	8,036,906,266	100%	7,970,370,466	100%
Receivables Delinquent up to 29 days....	201,589,301	2.32%	199,161,704	2.35%	279,456,161	3.39%	337,450,121	4.20%	395,270,836	4.96%
30 to 59 days.....	84,893,298	0.98%	112,141,065	1.33%	90,538,402	1.10%	90,877,044	1.13%	127,593,883	1.60%
60 to 89 days.....	64,736,806	0.75%	77,506,725	0.92%	55,635,947	0.67%	57,070,234	0.71%	89,661,358	1.12%
90 to 119 days.....	51,807,648	0.60%	56,966,708	0.67%	41,282,609	0.50%	39,327,971	0.49%	69,369,489	0.87%
120 to 149 days.....	44,319,100	0.51%	47,680,950	0.56%	32,008,887	0.39%	35,211,646	0.44%	58,487,359	0.73%
150 to 179 days.....	37,223,228	0.43%	37,776,697	0.45%	26,385,448	0.32%	27,734,709	0.35%	53,643,916	0.67%
180 days or more.....	243,897	0.00%	1,246,266	0.01%	372,533	0.00%	314,061	0.00%	25,996	0.00%
Total 30 days or more Delinquent.....	283,223,977	3.26%	333,318,411	3.94%	246,223,826	2.99%	250,535,665	3.12%	398,782,001	5.00%

Note:

Note 1 Receivable delinquent balances are as at the latest billing date before the dates shown. The percentages are computed as a percentage of receivables as at the dates shown.

Note 2 Includes accounts on repayment programmes.

**Net Charge-Off Experience
Securitized Portfolio**

	Year ended									
	2010		2009		2008		2007		2006	
	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables
Average Receivables Outstanding	8,604,993,272	100.00%	8,260,633,896	100.00%	7,912,127,379	100.00%	7,644,643,038	100.00%	8,238,797,497	100.00%
Total Gross Charge-Offs	609,266,896	7.08%	591,465,234	7.16%	499,085,097	6.31%	582,231,384	7.62%	737,497,154	8.95%
Recoveries	72,034,902	0.84%	20,859,857	0.25%	65,586,180	0.83%	84,142,232	1.10%	122,970,703	1.49%
Total Net Charge-Offs	537,231,994	6.24%	570,605,377	6.91%	433,498,917	5.48%	498,089,152	6.52%	614,526,451	7.46%
"Total Net Charge-Offs as a percentage of Average Receivables Outstanding"	<u>6.24%</u>		<u>6.91%</u>		<u>5.48%</u>		<u>6.52%</u>		<u>7.46%</u>	

Notes:

- (1) Average receivables outstanding is the average of the daily end balances during the period indicated.
- (2) Total gross charge-offs are total principal and fee charge-offs before recoveries and do not include the amount of any reductions in average receivables outstanding due to fraud, returned goods, customer disputes or other miscellaneous credit adjustments. See "The Receivables" in the accompanying base prospectus.
- (3) Recoveries are payments received in respect of principal and fee amounts on accounts which have been previously written off.
- (4) All percentages shown above are annualised.

Maturity Assumptions

The following table sets forth the highest and lowest cardholder monthly payment rates for the Securitised Portfolio during any month in the periods shown and the average cardholder monthly payment rates for all months during the periods shown, in each case calculated as a percentage of total opening monthly receivables outstanding during the periods shown. Payment rates shown in the table are based on amounts which would be deemed payments of Principal Receivables and Finance Charge Receivables with respect to the related credit card accounts.

Cardholder Monthly Payment Rates Securitised Portfolio

	Year ended									
	2010		2009		2008		2007		2006	
	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables	Receivables	Percentage of Total Receivables
Lowest	1,229,555,895	14.16%	1,238,277,163	14.64%	1,272,038,916	15.42%	1,373,090,249	17.08%	1,399,988,134	17.56%
Highest Month	2,120,060,489	24.42%	1,527,811,709	18.07%	1,635,546,036	19.83%	1,743,961,357	21.70%	1,826,669,325	22.92%
Monthly Average	<u>1,439,287,739</u>	<u>16.58%</u>	<u>1,380,173,388</u>	<u>16.32%</u>	<u>1,492,255,899</u>	<u>18.09%</u>	<u>1,532,615,466</u>	<u>19.07%</u>	<u>1,658,793,187</u>	<u>20.81%</u>

For further information, please see "*Maturity Assumptions*" in the base prospectus.

The following tables summarise the Securitised Portfolio by various criteria as of the billing dates of accounts in the year ending 2010. Each table has been provided by Barclays Bank PLC. Because the future composition of the Securitised Portfolio may change over time, these tables are not necessarily indicative of the composition of the Securitised Portfolio at any time subsequent to the year ending 2010.

For an indication of the credit quality of the cardholders whose receivables are included in the Securitised Portfolio, investors should refer to the discussion under "*Barclaycard and the Barclaycard Card Portfolio*" in the accompanying base prospectus (page 77), and to the historical performance of the Securitised Portfolio included in this prospectus supplement/final terms. In particular, significant indicatives of the credit quality are the accountholders' payment behaviour summarized in the table "*Composition by Payment Behaviour — Securitised Portfolio*" (page 20) and the delinquency profile of the Securitised Portfolio set forth in the tables "*Composition by Period of Delinquency — Securitised Portfolio*" (page 19) and "*Delinquency and Loss Experience — Securitised Portfolio*" (page 15).

Composition by Account Balance Securitised Portfolio (2010)

Account Balance Range	Total Number of Accounts	Percentage of Total Number of Accounts	Receivables	Percentage of Total Receivables
Credit Balance	625,752	8.57%	-18,539,692	-0.21%
Nil Balance	2,278,266	31.20%	0	0.00%
£0.01 to £5,000.00	3,886,629	53.22%	4,676,960,831	53.87%
£5,000.01 to £10,000.00	422,062	5.78%	2,929,543,082	33.75%
£10,000.01 to £15,000.00.....	83,227	1.14%	964,134,435	11.10%
£15,000.01 to £20,000.00.....	5,788	0.08%	95,156,260	1.10%
£20,000.01 to £25,000.00.....	899	0.01%	20,042,887	0.23%
£25,000.01 and over.....	380	0.00%	13,809,320	0.16%
TOTAL	7,303,003	100.00%	8,681,107,123	100.00%

Composition by Credit Limit Securitised Portfolio (2010)

Credit Limit Range	Total Number of Accounts	Percentage of Total Number of Accounts	Receivables	Percentage of Total Receivables
Up to £500.00	564,487	7.73%	65,175,616	0.75%
£500.01 to £1,000.00	540,650	7.40%	160,636,236	1.85%
£1,000.01 to £1,500.00	387,744	5.31%	158,113,291	1.82%
£1,500.01 to £2,000.00	421,369	5.77%	217,621,000	2.51%
£2,000.01 to £2,500.00	391,826	5.37%	231,066,739	2.66%
£2,500.01 to £3,000.00	476,996	6.53%	263,542,731	3.04%
£3,000.01 to £3,500.00	525,652	7.20%	302,229,203	3.48%
£3,500.01 to £4,000.00	404,768	5.54%	280,976,078	3.24%
£4,000.01 to £4,500.00	332,882	4.56%	287,557,876	3.31%
£4,500.01 to £5,000.00	407,505	5.58%	410,164,583	4.72%
£5,000.01 to £10,000.00	2,145,382	29.38%	3,463,597,722	39.90%
£10,000.01 to £15,000.00.....	630,935	8.64%	2,477,930,929	28.54%
£15,000.01 to £20,000.00.....	59,299	0.81%	289,598,720	3.34%
£20,000.01 to £25,000.00.....	9,841	0.13%	48,015,647	0.55%
£25,000.01 and over.....	3,667	0.05%	24,880,752	0.29%
TOTAL	7,303,003	100.00%	8,681,107,123	100.00%

**Composition by Period of Delinquency
Securitised Portfolio (2010)**

Period of Delinquency (Days Contractually Delinquent)	Total Number of Accounts	Percentage of Total Number of Accounts	Receivables	Percentage of Total Receivables
Not Delinquent.....	7,102,102	97.25%	8,137,717,181	93.74%
Up to 29 days.....	90,437	1.24%	201,589,301	2.32%
30 to 59 days.....	31,771	0.44%	84,893,298	0.98%
60 to 89 days.....	21,525	0.29%	64,736,806	0.75%
90 to 119 days.....	16,412	0.22%	51,807,648	0.60%
120 to 149 days.....	13,566	0.19%	44,319,100	0.51%
150 to 179 days.....	11,495	0.16%	37,223,228	0.43%
180 days or more	40	0.00%	243,897	0.00%
Repayment Programme.....	15,655	0.21%	58,576,664	0.67%
TOTAL	7,303,003	100.00%	8,681,107,123	100.00%

* From MI & F Cycle End and RP data

**Composition by Account Age
Securitised Portfolio (2010)**

<u>Account Age</u>	<u>Total Number of Accounts</u>	<u>Percentage of Total Number of Accounts</u>	<u>Receivables</u>	<u>Percentage of Total Receivables</u>
0 to 3 Months	173,876	2.38%	337,659,246	3.89%
3 to 6 months	137,442	1.88%	270,311,111	3.11%
6 to 9 months	118,666	1.62%	204,743,809	2.36%
9 to 12 months	85,842	1.18%	130,459,826	1.50%
12 to 15 months	66,140	0.91%	75,155,382	0.87%
15 to 18 months	93,039	1.27%	111,248,204	1.28%
18 to 21 months	61,612	0.84%	72,473,899	0.83%
21 to 24 months	94,694	1.30%	108,648,048	1.25%
2 to 3 years	550,146	7.53%	570,019,162	6.57%
3 to 4 years	394,287	5.40%	405,076,662	4.67%
4 to 5 years	251,029	3.44%	249,201,465	2.87%
5 to 10 years	1,633,423	22.37%	1,775,584,618	20.45%
Over 10 years	3,642,807	49.88%	4,370,525,691	50.35%
TOTAL	7,303,003	100.00%	8,681,107,123	100.00%

**Composition by Payment Behaviour
Securitised Portfolio (2010)**

<u>Payment Behaviour</u>	<u>Total Number of Accounts</u>	<u>Percentage of Total Number of Accounts</u>	<u>Receivables</u>	<u>Percentage of Total Receivables</u>
Receivables Accounts with minimum payment made	643,890	14.92%	1,975,007,998	24.37%
Accounts with full payment made.....	<u>1,493,586</u>	<u>34.60%</u>	<u>841,121,114</u>	<u>10.38%</u>

*Data is composed of active accounts only

**Geographic Distribution of Accounts
Securitised Portfolio (2010)**

<u>Region</u>	<u>Total Number of Accounts</u>	<u>Percentage of Total Number of Accounts</u>	<u>Receivables</u>	<u>Percentage of Total Receivables</u>
East Anglia	950,682	13.02%	1,135,155,630	13.08%
East Midlands	463,024	6.34%	566,648,526	6.53%
London	956,326	13.09%	1,077,968,591	12.42%
Northern Ireland	84,753	1.16%	112,931,900	1.30%
North East	245,244	3.36%	280,434,165	3.23%
North West	712,799	9.76%	871,922,623	10.04%
Scotland	289,454	3.96%	393,862,850	4.54%
South East	1,439,889	19.72%	1,779,302,755	20.50%
South West	551,893	7.56%	654,986,080	7.54%
Wales	314,196	4.30%	362,474,558	4.17%
West Midlands	573,090	7.85%	669,736,320	7.71%
Yorkshire & Humberside	483,383	6.62%	590,274,452	6.80%
Other	238,270	3.26%	185,408,673	2.14%
TOTAL	7,303,003	100.00%	8,681,107,123	100.00%

PLAN OF DISTRIBUTION

Names of series dealers: Barclays Bank PLC
Lloyds TSB Bank plc

Stabilising Manager (if any): None

	Class A1 Reg S Note	Class A2 Reg S Note	Class D Reg S Note
ISIN:	XS0619180606	XS0619181596	XS0619182487
Common Code:	061918060	061918159	061918248

Subject to the terms and conditions of the programme dealer agreement as supplemented by the relevant subscription agreement for these series 11-3 notes, the issuing entity has agreed to sell to the series dealers named below, and the series dealers have agreed to purchase, the Aggregate Amount of these series 11-3 notes set forth opposite its name:

Series dealers	Class A1	Class A2	Class D	Aggregate Amount
Barclays Bank PLC.....	50 per cent.	50 per cent.	100 per cent.	57.5 per cent.
Lloyds TSB Bank plc.....	50 per cent.	50 per cent.	0 per cent.	42.5 per cent.
Total.....	100 per cent.	100 per cent.	100 per cent.	100 per cent.

The series dealers have agreed, subject to the terms and conditions of the programme dealer agreement and the subscription agreement, to purchase all €225,000,000 aggregate principal amount of the series 11-3 class A1 notes, all £125,000,000 aggregate principal amount of the series 11-3 class A2 notes and all £57,200,000 aggregate principal amount of the series 11-3 class D notes if any of such notes are purchased.

After the offering, the offering price and other selling terms may be changed by the series dealers.

In connection with the sale of these series 11-3 notes, the series dealers may engage in:

- over-allotments, in which members of the syndicate selling these series 11-3 notes sell more notes than the issuing entity actually sold to the syndicate, creating a syndicate short position;
- stabilising transactions, in which purchases and sales of these series 11-3 notes may be made by the members of the selling syndicate at prices that do not exceed a specified maximum;
- syndicate covering transactions, in which members of the selling syndicate purchase these series 11-3 notes in the open market after the offering has been completed in order to cover syndicate short positions; and
- penalty bids, by which the series dealer reclaims a selling concession from a syndicate member when any of these series 11-3 notes originally sold by that syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions.

These stabilising transactions, syndicate covering transactions and penalty bids may cause the price of these series 11-3 to be higher than it would otherwise be. These transactions, if commenced, may be discontinued at any time.

The issuing entity has agreed to indemnify the series dealers against certain liabilities, including liabilities under applicable securities laws.

The gross proceeds of the issue of the class A1 notes will be €225,000,000 the gross proceeds of the issue of the class A2 notes will be £125,000,000 and the gross proceeds of the issue of the class D notes will be

£57,200,000. The sum of the fees and commissions payable on the issue of the notes is estimated to be €562,500 for the class A1 notes and £312,500 for the class A2 notes. The fees and commissions payable on the issue of the notes will not be deducted from the gross proceeds of the issue. The issuing entity will use its reasonable endeavours to claim an amount equal to such fees and commissions under the Indemnity Agreement such that Barclays Bank PLC shall reimburse the issuing entity for its payment of such fees and commissions. The proceeds of the issue of the notes after exchanging such amounts into sterling pursuant to the relevant swap agreement will be applied by the issuing entity to purchase the series 11-3 medium term note issued by the MTN issuing entity on the relevant closing date. The net proceeds of the issue of the class A1 notes will be €225,000,000 the net proceeds of the class A2 notes will be £125,000,000 and the net proceeds of the class D notes will be £57,200,000.

Additional Selling Restrictions:

United States of America

Notes issued under the programme have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each series dealer represents and agrees that it, its affiliates (if any) and any person acting on its or their behalf have not offered or sold, and will not offer or sell (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the completion of the distribution of the notes comprising the relevant series as determined and certified to the issuing entity or the Principal Paying Agent by such series dealer (or, in the case of notes issued on a syndicated basis, by the series dealer acting lead manager), within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 of Regulation S or Rule 144A, and it will have sent to each distributor, series dealer or person receiving a selling concession, fee or other remuneration that purchases notes from it during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

Each relevant series dealer has agreed and each further series dealer appointed under the programme will be required to agree that it will offer, sell or deliver such notes only in compliance with such additional U.S. selling restrictions.

LISTING APPLICATION

This section comprises the prospectus supplement/final terms required to list the issue of notes described herein pursuant to the Gracechurch Card Programme Funding plc medium term note programme of the issuing entity.

RESPONSIBILITY

The issuing entity accepts responsibility for the information contained in this prospectus supplement/final terms.

Signed on behalf of the issuing entity:

By:.....
duly authorised

per pro SFM Directors Limited
as Director

GENERAL INFORMATION

The admission of the programme to listing on the Official List of the UKLA and to trading on the Regulated Market of the London Stock Exchange took effect on 21 May 2010. The listing of the notes on the Regulated Market of the London Stock Exchange will be expressed as a percentage of their Principal Amount (exclusive of accrued interest). Each class of this note series intended to be admitted to listing on the Official List of the UKLA and to trading on the Regulated Market of the London Stock Exchange will be so admitted to listing and trading upon submission to the UKLA and the Regulated Market of the London Stock Exchange of this prospectus supplement/final terms and any other information required by the UKLA and the Regulated Market of the London Stock Exchange, subject in each case to the issue of the relevant notes. Prior to official listing, dealings will be permitted by the Regulated Market of the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day in London after the day of the transaction.

The issuing entity confirms that the securitised assets backing the issue of this note series have characteristics that demonstrate capacity to produce funds to service any payments due and payable on this note series. However, investors are advised that this confirmation is based on the information available to the issuing entity at the date of the base prospectus, the prospectus supplement and the relevant prospectus supplement/final terms and may be affected by future performance of such securitised assets. Consequently, investors are advised to carefully consider the disclosure in the base prospectus and the prospectus supplement together with any other amendments or supplements thereto and other documents incorporated by reference in the base prospectus or the prospectus supplement and, in relation to the series 11-3 notes, this prospectus supplement/final terms.

The issuing entity has approved the issue of these securities by board resolutions dated 11 April 2011.

Barclays Bank PLC, in its capacity as originator under the programme, will undertake in the Subscription Agreement that, from 1 January 2015 or, if subsequent to 1 January 2015, the date on which Article 122a of Directive 2006/48/EC (as amended by Directive 2009/111/EC) (the "CRD") becomes applicable to the Programme (the "Date"): (i) it will retain a net economic interest in accordance with the provisions of paragraph 1 of Article 122a and will notify the Noteholders, prior to the Date, of the intended form of retention of net economic interest (within the meaning of paragraph 1 of Article 122a of the CRD) under paragraph 1 of Article 122a of the CRD; (ii) it will comply with its other obligations under Article 122a of the CRD applicable to Barclays Bank PLC in its capacity as originator under the Programme; and (iii) it will ensure that each investor in the Series 11-3 Notes on or after the Date will have the same access to information as is granted to the other noteholders under the programme to assist such investors in complying with Article 122a of the CRD.

Save as disclosed in this prospectus supplement/final terms and in the prospectus supplement, there has been no significant change and no significant new matter has arisen since publication of the base prospectus.

There have been no material additions to the Securitised Portfolio since 31 December 2010.

There are no, nor since the issuing entity's incorporation on 3 October 2008 have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuing entity is aware) which may have, or have had a significant effect on the issuing entity's financial position or profitability.

There are no, nor have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the MTN issuing entity is aware) which may have had or have had during the months since the base prospectus was first filed to the date of this prospectus supplement/final terms, significant effects on the MTN issuing entity's financial position or profitability.

There are no, nor have there been any, governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the receivables trustee is aware) against or affecting the receivables trustee or any of its assets or revenues, which may have or have had during the months since the base prospectus was first filed to the date of this prospectus supplement/final terms significant effects on the financial position or profitability of the receivables trustee.

There has been no material adverse change in the financial position or prospects of the issuing entity since 31 December 2009. The issuing entity has published audited financial statements in respect of the period from 3 October 2008 to 31 December 2009.

The MTN issuing entity has published audited financial statements in respect of the period from 1 January 2007 to 31 December 2007, 1 January 2008 to 31 December 2008 and 1 January 2009 to 31 December 2009. There has been no material adverse change in the financial position or prospects of the MTN issuing entity since 31 December 2009.

There has been (i) no significant change in the financial or trading position of the receivables trustee and (ii) no material adverse change in the financial position or prospects of the receivables trustee since 29 September 1999.

Documents available for inspection

For so long as the base prospectus is in effect, copies and, where appropriate, English translations of the following documents may be inspected at the specified office of the principal paying agent and at the registered office of the issuing entity during usual business hours on any weekday, apart from public holidays, by electronic means:

- (i) master definitions schedule;
- (ii) Receivables Securitisation Agreement;
- (iii) declaration of trust and trust cash management agreement;
- (iv) the current base prospectus in relation to the programme and the prospectus supplement, together with any amendments;
- (v) the series 11-3 prospectus supplement/final terms relating to notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. (In the case of any notes which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant prospectus supplement/final terms will only be available for inspection by the relevant Noteholders);
- (vi) series 11-3 supplement to declaration of trust and trust cash management;
- (vii) beneficiaries servicing agreement;
- (viii) Agreement Between Beneficiaries;
- (ix) trust section 75 indemnity;
- (x) security trust deed and MTN cash management agreement;
- (xi) series 11-3 supplement to security trust deed and MTN cash management agreement;
- (xii) the series 11-3 indemnity agreement
- (xiii) the Swap Agreement;
- (xiv) programme dealer agreement;

- (xv) series 11-3 subscription agreement;
- (xvi) paying agency and agent bank agreement;
- (xvii) note trust deed;
- (xviii) series 11-3 note trust deed supplement;
- (xix) Master Framework Agreement;
- (xx) form of class A1 Global Note Certificate;
- (xxi) form of class A2 Global Note Certificate;
- (xxii) form of class D Global Note Certificate;
- (xxiii) form of class A1 Individual Note Certificate;
- (xxiv) form of class A2 Individual Note Certificate;
- (xxv) form of class D Individual Note Certificate;
- (xxvi) the custody agreement in respect of the Series 11-3 MTN Note Certificate;
- (xxvii) memorandum and articles of association of the issuing entity;
- (xxviii) the audited financial statements of the issuing entity for the period ending 31 December 2009;
- (xxix) memorandum and articles of association of the MTN issuing entity;
- (xxx) memorandum and articles of association of the receivables trustee; and
- (xxxi) the audited financial statements of the MTN issuing entity for years ending 31 December 2007, 31 December 2008 and 31 December 2009.

ISSUING ENTITY

Gracechurch Card Programme Funding plc

1 Churchill Place
London E14 5HP

SPONSOR, ORIGINATOR, SERVICER AND

TRUST CASH MANAGER

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Northampton NN4 7SG

RECEIVABLES TRUSTEE

Gracechurch Receivables Trustee Ltd
26 New Street
St. Helier, Jersey JE2 3RA

DEPOSITOR AND MTN ISSUING ENTITY

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London E14 5HP

NOTE TRUSTEE AND SECURITY TRUSTEE

The Bank of New York Mellon

One Canada Square
London E14 5AL

PRINCIPAL PAYING AGENT

The Bank of New York Mellon

One Canada Square
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REGISTRAR

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*To the Note Trustee and the Security Trustee as to
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