# **DELAMARE CARDS MTN ISSUER PLC - MONTHLY SERVICER'S REPORT**

(Issuer LEI (legal entity identifier) Number: 6354001AJKM25WRCSE95)
(Transferor LEI (legal entity identifier) Number: 213800J17G8WI3MJ5600)
(STUI (securitisation transaction unique identifier): 213800J17G8WI3MJ5660N200801)

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Reporting Period: Transfer Date: Interest Payment Date 01 August 2020 to 31 August 2020 18 September 2020 21 September 2020

## Notes in Issue as at 21 September 2020

Series Name:	Issue Date	ISIN (Reg S / 144a)	Stock Exchange Listing	Original Rating (S&P / Fitch / Moody's)	Current Rating (S&P / Fitch / Moody's)	Currency	Issue Size	Issue Size (GBP Equiv)
Class D : Series 2014-1 D Class A : Series 2017-1 A1 Class A : Series 2018-1 A1 Class A : Series 2020-1 A1 Class A : Series 2020-1 A2 Class A : Series 2020-1 A3 Class A : Series 2020-1 A3	06/06/2014 07/11/2017 27/11/2018 30/07/2020 30/07/2020 30/07/2020 30/07/2020	Unlisted XS1694220796 / NA XS1914572349 / US245531_AA26 XS2203832295 XS2208642350 XS2208642517 XS2208642008	Unlisted Irish Irish Irish Irish Irish Irish	Not Rated AAA(sf) / AAA(SF) / NA AAA(sf) / AAA(SF) / Aaa(sf) AAA(sf) / AAA(SF) / NA	Not Rated AAA(sf) / AAA(SF) / NA AAA(sf) / AAA(SF) / Aaa(sf) AAA(sf) / AAA(SF) / NA	GBP GBP USD GBP GBP GBP GBP	200,000,000 300,000,000 \$ 350,000,000 400,000,000 400,000,000 400,000,0	200,000,000 300,000,000 272,161,742 400,000,000 400,000,000 400,000,000 350,000,000
	Outstanding Amount (GBP)	Nominal Liquidation Amount (GBP)	Pool Factor	Scheduled Redemption Date	Final Maturity Date	Reference Rate	Current Reference Rate	Margin
Class D : Series 2014-1 D Class A : Series 2017-1 A1 Class A : Series 2018-1 A1 Class A : Series 2020-1 A1 Class A : Series 2020-1 A2 Class A : Series 2020-1 A2 Class A : Series 2020-1 A3 Class A : Series 2020-1 A4	290,000,000 300,000,000 272,161,742 400,000,000 400,000,000 400,000,000 350,000,000	290,000,000 100,000,000 100,000,000 400,000,000 400,000,000 400,000,0	1.00 1.00 1.00 1.00 1.00 1.00 1.00	19/11/2028 19/10/2020 19/11/2020 19/07/2025 19/07/2025 19/07/2025 19/07/2025	19/11/2033 19/10/2022 19/11/2025 19/07/2030 19/07/2030 19/07/2030	Fixed 0.01% 1Mth GBP Libor 1Mth USD Libor Comp. Daily Sonia Comp. Daily Sonia Comp. Daily Sonia Comp. Daily Sonia	N/A 0.05200% 0.16138% 0.05685% 0.05685% 0.05685% 0.05685%	N/A 0.53% 0.70% 0.85% 0.85% 0.85%

## Key Parties as at 31 August 2020

Role	Name
Receivables Trustee	Delamare Cards Receivables Trustee Limited
Transferor	Tesco Personal Finance Plc
Servicer	Tesco Personal Finance Plc
Cash Manager	Tesco Personal Finance Plc
Account Bank	HSBC Bank Plc
Account Bank	The Bank of New York Mellon, London Branch
Account Bank	Elavon Financial Services DAC
Issuer	Delamare Cards MTN Issuer Pic
Security Trustee	The Bank of New York Mellon
Note Trustee	The Bank of New York Mellon
Principal Paying Agent	The Bank of New York Mellon
Paying Agent	The Bank of New York Mellon
Agent Bank	The Bank of New York Mellon, London Branch
Administrator	Sanne Group (UK) Limited
Swap Counterparty (2018-1 Note Series)	BNP Paribas

Contact Details

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# Covid-19

On 9 April 2020 the FCA (in response to the ongoing Covid-19 situation) confirmed a scheme whereby UK credit card customers, impacted financially by Covid-19, would be able to request a freeze on repayments for three months. More information on this scheme and the further support announced 1 July 2020 can be found on the FCA website at <a href="https://www.fca.org.uk/consumers/coronavirus-information-personal-loans-credit-cards-overdrafts">https://www.fca.org.uk/consumers/coronavirus-information-personal-loans-credit-cards-overdrafts</a>. Some credit card customers of Tesco Personal Finance Plc (Tesco Bank'), whose receivables have been assigned to Delamare Cards Receivables Trust') have subsequently applied for the payment moratoriums allowed under the scheme. Where payment holiday applications are successful the revenue and principal received by the Trust will be reduced. All successful applications, are successful with the revenue and principal received by the Trust versus applicable triggers / repayment requirements and note the existing structural protections in place.

As at 31 August 2020 Tesco Bank had recorded payment holiday applications from 2.9% of its active credit card portfolio

## Portfolio Data

Interest in Trust as at COB 31 Aug 2020

	Receivables	% Share*	Min Transferor Interest#
	£'s		£'s
Investor Interest	2,140,000,000	60.63459	%
Transferors Interest	1,389,338,811	39.36541	% 319,147,105
	3,529,338,811	100.00000	%

Credit Risk Retention as	at COB 3	1 Aug 2020
Seller's Interest: Seller's Interest percentage**:	£	1,389,338,811 57.60%

<sup>\*\*</sup> The Seller's Interest percentage is calculated by dividing the Seller's Interest, which is equal to the Transferor Interest, by the aggregate unpaid principal balance of all outstanding Notes

	Principal Payme	ent Rates	Total Payment Rates		Rates Purchase Rates	
Reporting	Total Principal		Total		Total	
Period	Payment	Rate (%)	Payment	Rate (%)	Purchases	Rate (%)
	£'s		£'s		£'s	
Aug-20	1,110,777,387	31.69%	1,140,272,761	32.53%	1,337,952,905	38.17%
Jul-20	977,862,094	31.57%	1,005,513,389	32.46%	1,295,061,789	41.81%
Jun-20	855,525,485	28.11%	882,411,050	29.00%	1,153,932,027	37.92%
May-20	733,407,891	25.43%	758,095,022	26.28%	859,779,735	29.81%
Apr-20	965,642,545	29.76%	991,490,799	30.56%	773,020,717	23.82%
Mar-20	1,255,866,976	36.27%	1,286,601,922	37.16%	1,207,972,583	34.88%
I	1					

_			Portfolio Yield		Excess Spread
Reporting	Gross	Charge	Portfolio	Expense	Excess
Period	Yield (%)	Off Rate (%)	Yield (%)	Rate(%) **	Spread (%)
Aug-20	11.45%	2.02%	9.42%	1.78%	6.84%
Jul-20	12.05%	2.24%	9.81%	1.57%	8.01%
Jun-20	11.93%	2.31%	9.62%	1.68%	7.80%
May-20	11.26%	2.09%	9.17%	1.72%	7.31%
Apr-20	10.32%	1.77%	8.55%	1.83%	6.63%
Mar-20	11.81%	2.10%	9.71%	1.83%	7.68%

<sup>\*\*</sup> Expense Rate excludes Junior Costs

## Total Charge Offs

%
63.90949%
62.68091%
66.12201%
69.36952%
62.01518%
58.10899%

Historical Interests in Trust

Aug-20 Jul-20 Jun-20 May-20 Apr-20 Mar-20

	Total C/Os	Rate(%)
	£'s	
Aug-20	5,967,023	2.02%
Jul-20	5,899,961	2.24%
Jun-20	5,923,275	2.31%
May-20	5,079,753	2.09%
Apr-20	4,827,671	1.77%
Mar-20	6,113,079	2.10%

est Min % 9.06998% 9.06619% 9.07185%

9.06255% 9.06175% 9.08080%

36.09051% 37.31909% 33.87799% 30.63048% 37.98482% 41.89101%

## September 2020 Cashflow

# Available Funds

		Total
		£'s
Total Trust Revenue		33,430,448
To Transferor		12,065,218
To Funding 1		21,365,229
_		
Funding 1		
Finance Charge Collection (excl	Recoveries)	17,278,840
Interchange		2,514,886
Recoveries		1,571,502
Investment Proceeds		-
Principal Funding Account Intere	est	-
Interest and earnings accrued or	Accumulation Reserve	-
Accumulation Reserve Draw Am	ount	-
Programme Reserve Account Di	aw Amount	-
Group A Shared Excess Availab	le Funds	-
LNI Available Funds		21,365,229
Series Cash Reserve - Total W		-
* applicable to Series specific Monthly D	istribution Amounts only	
Utilised Required Retained Pri	ncipal Collections **	-
** applied in accordance with the Requir	ed Retained Principal Collections	
LNI Distribution Account Funds	Available	21,365,229
Priority of Payments		
Senior Costs:	Investor Trustee Payment Amount	328
	Loan Note Issuer Costs	228
	Cash Management Fee	12,500
	Loan Note Holder Costs	33,197
Monthly Distribution Amounts	<b>.</b>	2,413,406
Servicing Fee		1,866,667
Investor Default Amount		3,813,494
Investor Charge-offs		-
Transfer to Accumulation Re	serve Account	-
Transfer to Series Cash Res	erve Account	-
Junior Costs:	Monthly Expenses Loan Amount	100
1	Loan Note Issuer No. 1 Profit Amount	700
ĺ	Loan Note Holders Profit Amount	460,389
Further Interest		12,764,220
LNH Deferred Subscription P	rice	- 12.764.220
Additional Funds - Excess Sp		12.764.220
		.2,704,220

#### Available Principal Funds

Available Principal Funds	
	£s
Trust Principal Collections	1,110,777,387
To Transferor	1,010,777,387
To Funding 1	100,000,000
Funding 1	
Required Retained Principal Collections	-
Principal Collections	100,000,000
Investor Defaults transferred from LNI Available Funds	3,813,494
LNI Available Principal Amounts	103,813,494
LNI Available Principal Amount	
deduct:	
Utilised Required Retained Principal Collections to LNI Available Waterfall	-
Transferred to Principal Funding Account Ledger	100,000,000
Cash Available for Investment	3,813,494

Principal Funding Account HSBC Bank Plc Balance at 19 Aug 2020 BNY Mellon, London Branch Balance at 19 Aug 2020 Elavon Financial Services DAC Balance at 19 Aug 2020	£s - 150,000,000 122,161,742
Transfer in this period Transfer out this period Interest earned	100,000,000
HSBC Bank Plc Balance at 21 Sep 2020 BNY Mellon, London Branch Balance at 21 Sep 2020 Elavon Financial Services DAC Balance at 21 Sep 2020	- 200,000,000 172,161,742

# Payment in Respect of Securities for September 2020

## Principal Payments in Respect of the Securities

		Balance as at 19-Aug-20		Principal Repayment 21-Sep-20	S	Ва	lance carried forward 21-Sep-20
Class A : Series 2017-1 A1	£	300,000,000.00	£			£	300,000,000.00
Class A : Series 2018-1 A1	\$	350,000,000.00	\$		-	\$	350,000,000.00
Class A : Series 2020-1 A1	£	400,000,000.00	£		-	£	400,000,000.00
Class A : Series 2020-1 A2	£	400,000,000.00	£		-	£	400,000,000.00
Class A : Series 2020-1 A3	£	400,000,000.00	£			£	400,000,000.00
Class A : Series 2020-1 A4	£	350,000,000.00	£		-	£	350,000,000.00
Class D : Series 2014-1 D	£	290,000,000.00	£			£	290,000,000.00

# Coupon Payments in Respect of the Securities

		Interest Due on 21-Sep-20		Interest Paid 21-Sep-20		Interest Unpaid 21-Sep-20
Class A : Series 2017-1 A1	£	157,426.23	£	157,426.23	£	-
Class A : Series 2018-1 A1	\$	276,359.42	\$	276,359.42	\$	
Class A : Series 2020-1 A1	£	525,279.23	£	525,279.23	£	-
Class A: Series 2020-1 A2	£	525,279.23	£	525,279.23	£	-
Class A: Series 2020-1 A3	£	525,279.23	£	525,279.23	£	
Class A : Series 2020-1 A4	£	459,619.33	£	459,619.33	£	-
Class D : Series 2014-1 D	£	2,614.75	£	2,614.75	£	

Cash injected into the structure by the sponsor, originator or third parties or other support provided during the period August 2020	N/A

<sup>\*</sup> Percentage reset as at COB 31-08-2020 Balances - Percentages above shall apply to September's Monthly Period
# Minimum Transferor Interest set as at COB 31-08-2020 - based on the Average Principal Receivables for the previous 30 day period

# Stratifications as at 31 August 2020

Composition		

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Credit Balance	- 20,728,630	-0.58%	254,550	9.88%
No Balance	-	0.00%	500,632	19.42%
>£0 < =£5,000.00	2,195,659,204	61.11%	1,632,719	63.34%
> £5,000 < = £10,000	1,125,240,444	31.32%	164,951	6.40%
>£10,000 < =£15,000	270,466,044	7.53%	23,310	0.90%
> £15,000 < = £20,000	21,137,206	0.59%	1,324	0.05%
>£20,000 < =£25,000	861,879	0.02%	39	0.00%
Greater than £25,000	117,943	0.00%	4	0.00%
Total	3,592,754,090	100.00%	2,577,529	100.00%

Composition by Credit Limit

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Less than £5,000	766,398,140	21.33%	952,076	36.94%
> = £5,000 < £10,000	1,675,880,075	46.65%	1,197,534	46.46%
> = £10,000 < £15,000	939,134,105	26.14%	374,314	14.52%
> = £15,000 < £20,000	206,927,063	5.76%	52,491	2.04%
> = £20,000 < £25,000	3,230,259	0.09%	802	0.03%
Greater than £25,000	1,184,447	0.03%	312	0.01%
Total	3.592.754.090	100.00%	2.577.529	100.00%

Composition by Age

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Less than or Equal to 1 year	192,048,655	5.35%	86,423	3.35%
> 1 < = 2 Years	273,933,716	7.62%	151,888	5.89%
> 2 < = 3 Years	321,379,024	8.95%	211,877	8.22%
> 3 < = 4 Years	329,926,776	9.18%	218,645	8.48%
> 4 < = 8 Years	826,872,574	23.02%	573,035	22.23%
Greater than 8 Years	1,648,593,345	45.89%	1,335,661	51.82%
Total	3,592,754,090	100.00%	2,577,529	100.00%

Composition by Geographic Region

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
East Anglia	489,022,088	13.61%	347,584	13.49%
East Midlands	257,215,320	7.16%	185,050	7.18%
Greater London	318,156,006	8.86%	213,094	8.27%
North	99,033,143	2.76%	70,247	2.73%
North West	358,985,147	9.99%	261,760	10.16%
Northern Ireland	83,182,466	2.32%	61,900	2.40%
Scotland	281,980,602	7.85%	206,987	8.03%
South East Exl. London	638,807,397	17.78%	443,054	17.19%
South West	358,781,140	9.99%	267,735	10.39%
Wales	202,464,562	5.64%	151,242	5.87%
West Midlands	266,073,863	7.41%	191,699	7.44%
Yorks and Humberside	234,694,345	6.53%	171,711	6.66%
Unknown	4,358,011	0.12%	5,466	0.21%
Total	3,592,754,090	100.00%	2,577,529	100.00%

Composition of Delinquencies

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Non-delinquent	3,473,687,050	96.69%	2,546,341	98.79%
1 - 30 days delinquent	24,175,474	0.67%	8,459	0.33%
31 - 60 days delinquent	6,810,492	0.19%	1,902	0.07%
61 - 90 days delinquent	5,687,524	0.16%	1,503	0.06%
91 - 120 days delinquent	7,098,187	0.20%	1,855	0.07%
121 - 150 days delinquent	10,937,439	0.30%	2,604	0.10%
151 - 180 days delinquent	11,129,305	0.31%	2,633	0.10%
181 - 210 days delinquent	10,660,404	0.30%	2,434	0.09%
211 - 240 days delinquent	9,295,110	0.26%	2,163	0.08%
241 - 270 days delinquent	9,435,646	0.26%	2,215	0.09%
271 - 300 days delinquent	8,858,777	0.25%	2,035	0.08%
301 - 330 days delinquent	8,079,596	0.22%	1,831	0.07%
331 + days delinquent	6,899,087	0.19%	1,554	0.06%
Total	3,592,754,090	100.00%	2,577,529	100.00%

# Historical Performance Indicators

Pool Balance

	Account Balance	Principal Balance	Total Number of	Average Account
	£'s	£'s	Accounts	Balance (£'s)
Aug-20	3,592,754,090	3,529,338,811	2,577,529	1,393.88
Jul-20	3,568,255,206	3,504,956,757	2,585,478	1,380.11
Jun-20	3,158,252,063	3,097,586,034	2,391,371	1,320.69
May-20	3,104,320,784	3,043,104,343	2,399,767	1,293.59
Apr-20	2,942,796,094	2,884,375,208	2,275,368	1,293.33
Mar-20	3.301.696.087	3.244.627.777	2.280.571	1,447.75

Delinquencies (Principal receivables which are 31 days or more past due)

	31-60 Days	61-90 Days	91-180 Days	181+ Days	<u>Total</u>
Aug-20	0.19%	0.16%	0.81%	1.48%	2.64%
Jul-20	0.19%	0.21%	0.97%	1.40%	2.77%
Jun-20	0.33%	0.44%	1.11%	1.52%	3.40%
May-20	0.64%	0.49%	1.10%	1.45%	3.68%
Apr-20	0.64%	0.48%	1.12%	1.42%	3.65%
Mar-20	0.49%	0.38%	0.98%	1.15%	3.00%

# Credit Enhancements as at 21 September 2020

## Credit Enhancements

	Adjusted Outstanding	% of Total	Available Subordinated	Required Subordinated
	Principal Amount (£'s)		Amount (£'s)	Amount (£'s)
Class A Notes	1,750,000,000	85.78%	302,060,809	234,600,000
Class B Notes	-	0.00%	-	-
Class C Notes	-	0.00%	-	-
Class D Notes	290,000,000	14.22%	-	-
Total Notes	2,040,000,000	100.00%		
	, , , , , , , , , , , , , , , , , , , ,			
	40.000.000	0.500/		
Available Programme Reserve Account Amount	12,060,809	0.59%		

## Excess Available Funds

	£'s
Required Excess Available Funds	
Current Excess Available Funds	13,481,352
(3 month average)	
Current Month Excess Available Funds	13,225,409
1 Month Previous	13,945,903
2 Month Previous	13,272,745

	£'s		£'s
Series Cash Reserve Account		Accumulation Reserve Account	
Required Amount	42,443,235	Required Amount	2,860,809
Balance at 19 Aug 2020	42,443,235	Balance at 19 Aug 2020	2,860,809
Transfer in/out this period	-	Transfer in/out this period	-
Interest earned	-	Interest Earned	-
Balance carried forward on 21 Sep 2020	42,443,235	Balance carried forward on 21 Sep 2020	2,860,809
* For ease of illustration, this aggregates the series specific cash reserve ledgers			
Programme Reserve Account			
Required Reserve Amount	12,060,809		
Balance at 19 Aug 2020	12,060,809		
Transfer in/out this period			
Interest earned	-		
Balance carried forward on 21 Sep 2020	12,060,809		

# Issuing Entity Swaps as at 31 August 2020

## Issue and Class

## Class A: Series 2018-1 A1

Currency Swap Provider		BNP Paribas				
			\$350,000,000 USD			
Notional Amounts			£272,161,742 GBP			
Rate of interest payable by swap provider to Issuer		4	M\$ Libor + 0.700%			
Rate of interest payable by swap provider to issue			WIQ EIDOI + 0.700 /6			
Rate of interest payable by Issuer to swap provider		1	M£ Libor + 0.836%			
Payments from SWAP Provider to Issuer	Principal	\$	-			
	Interest	\$	276,359.42			
Payments from Issuer to Swap Provider	Principal	£				
ayments from issues to owap i fortues	Interest	£	217,907.86			

# Ratings and Triggers as at 31 August 2020

**Rating Triggers** 

Transaction Party	Name		Required Rating (S&P / Fitch / Moody's)	Current Rating (S&P / Fitch / Moody's)	Consequences of trigger breach	Trigger Status
Trustee Account Bank	HSBC Bank Plc	Short Term	A-1 / F1 / P-1	A-1 / F1+ / P-1		Green
		Long Term	n/a / A / A2	A+ / AA- / Aa3	Termination of	Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	appointment of the relevant Account Bank	Green
		Long Term	n/a / A / A2	AA- / AA / Aa2	relevant Account Bank	Green
Funding 1 Account Bank	HSBC Bank Plc	Short Term	A-1 / F1 / P-1	A-1 / F1+ / P-1		Green
		Long Term	n/a / A / A2	A+ / AA- / Aa3		Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	Termination of	Green
		Long Term	n/a / A / A2	AA- / AA / Aa2	appointment of the relevant Account Bank	Green
	Elavon Financial Services DAC	Short Term	A-1 / F1 / P-1	A-1+/F1+/P-1	relevant Account Bank	Green
		Long Term	n/a / A / A2	AA-/AA-/A1		Green
Issuer Account Bank	HSBC Bank Plc	Short Term	A-1 / F1 / P-1	A-1 / F1+ / P-1		Green
		Long Term	n/a / A / A2	A+ / AA- / Aa3		Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	Termination of	Green
		Long Term	n/a / A / A2	AA- / AA / Aa2	appointment of the relevant Account Bank	Green
	Elavon Financial Services DAC	Short Term	A-1 / F1 / P-1	A-1+/F1+/P-1	relevant Account Bank	Green
		Long Term	n/a / A / A2	AA-/AA-/A1		Green
Swap Counterparty (2018-1 Note Series)	BNP Paribas	Short Term	A-1 / F3 / n/a	A-1 / F1 / n/a	Requirement for Swap	Green
		Long Term	A / BBB- / A3	A+ / AA- / Aa3	Counterparty to post	Green
					collateral, or transfer rights and obligations to a replacement swap provider, or obtain a guarantee from a guarantor that satisfies the minimum rating or take such other actions to maintain the rating of the notes.	

Non-Rating Trigger Events

	Test	Consequence	Trigger Level	Current	Trigger Status
three preceding Monthly Periods is less than the Required Excess Available Funds for such Monthly Period.  Early Redemption Event (c): either	Early Redemption Event (b): on any Transfer Date, the amount of the Excess Available Funds averaged over the	Regulated Amortisation	£0	£13,481,352	Green
			£319,147,105	C4 200 220 044	Cran
			£2,140,000,000	£1,389,338,811 £3,529,338,811	Green Green
		22,140,000,000	20,020,011	Green	
Early Reden the Redemp Early Reden payments to	Early Redemption Event (a): the occurrence of a Funding 1 Pay Out Event or a Trust Pay Out Event	Rapid Amortisation			Green
	Early Redemption Event (d): the Outstanding Principal Amount of a Loan Note shall not be reduced to zero on the Redemption Date for such Loan Note				
	Early Redemption Event (e): Funding 1 has or will become obligated to deduct or withhold amounts from payments to be made in respect of the Related Debt on any Distribution Date, for or on account of any tax assessment or other governmental charge by any jurisdiction which becomes effective on or after the Issue Date				
	Servicer insolvency event     failure instruct or give notice to the Receivables Trustee pursuant to an agreed schedule of collections and	Termination of appointment of servicer			Green
	allocation allocation give house to the receivables Trustee by the property of the compty of the compty of the compty of the compty with any of its other covenants or obligations which has a Material Adverse Effect; delegation by the Servicer of its duties to any other entity, except in certain circumstances; any representation, warranty or certification was incorrect when made and which has a Material Adverse Effect on the interests of the Investor Beneficiaries and is unremedied for a period of 60 days	appointment of services			
ash Manager Default	-cash Manager insolvency event -failure instruct or give notice to Loan Note Issuer No.1 pursuant to an agreed schedule of collections and	Termination of appointment of cash			Green
	allocation and a periodic to secure the content of the parameter state of the process of the content of the con	manager			
material part of the property, undertaking or assets of the Transferor or any event occurs w any jurisdiction has a similar or analogous effect, and such action is not discharged within	Insolvency Event in relation to the Transferor;  any execution, distress or diligence is levied against, or an encumbrancer takes possession of, the whole or any	Obligors being notified of the sale to the			Green
	material part of the property, undertaking or assets of the Transferor or any event occurs which under the laws of any jurisdiction has a similar or analogous effect, and such action is not discharged within 14 days; and the Transferor fails to pay any sum due from it to the Receivables Trustee within permitted time and is not	Receivables Trustee and legal title to the Securitised Portfolio being transferred to the Receivables Trustee.			
	•Non-payment of interest or principal on any note of the relevant Note Series;	An Enforcement Notice			Green
- Judgmen - Enforcer - Insolvenc - Failure by and - It become	-Material breach of contractual obligations by the Issuer; -Judgment is made against the Issuer and continues unsatisfied; -Enforcement action is taken against the assets of the Issuer; -Insolvency event in relation to the Issuer; -Failure by the Issuer to take any action to perform and comply with its obligations under the related documents;	may be issued to the Issuer declaring the			

#### Risk Retention

Tesco Personal Finance pic confirms that it continues to retain a material net economic interest of not less than 5 per cent. in the securitisation in accordance with the text of Article 6(1) of the Securitisation Regulation. At the date of this report, Tesco Personal Finance pic retains a material net economic interest in the form of the transferor interest in the securitised exposures (in accordance with the text of Article 6(3) of the Securitisation Regulation). The current transferor interest is disclosed in the relevant section of this report.

# Glossary

This glossary does not purport to be complete and is qualified in its entirety by the Base Prospectus dated 28 July 2020 (the Base Prospectus) and the Transaction Documents (as defined in the Base Prospectus). It is provided for information purposes only, does not constitute an offer to sell or the solicitation of an offer t

Accumulation Reserve Draw Amount [with respect to the Accumulation Period, Regulated Amortisation Period or Rapid Amortisation Period in respect of any Loan Note,] shall be equal to the Principal Funding Investment Shortfall for such Loan Note with respect to [the relevant] Transfer Date.... [Note: the draw amount is capped at the Available Accumulation Reserve Account Amount (defined below).]

Acquired Interchange shall mean, in respect of a Monthly Period, an amount of Interchange equal to the product of:
(a) the total amount of Interchange paid or payable to the Transferor with respect to transactions with a Date of Processing relating to such Monthly Period; and

(b) a facilion the numerator of which is the aggregate amount of cardholder charges for goods and services eligible for Interchange in the Designated Accounts with respect to such Monthly Period and the denominator of which is the aggregate amount of cardholder charges for goods and services eligible for Interchange in all MasterCard® and VISA® consumer revolving credit card accounts owned by the Transferor (including Designated Accounts) with respect to such Monthly Period.

Aggregate Investor Default Amount shall mean, with respect to any Monthly Period, the sum of the Investor Default Amounts in respect of such Monthly Period.

Available Accumulation Reserve Account Amount shall mean in relation to each Loan Note then outstanding, with respect to any Transfer Date, the lesser of (a) the amount standing to the credit of the Accumulation Reserve Account Ledger in relation to such Loan Note on such date.... and (b) the Required Accumulation Reserve Account Amount in relation to such Loan Note.

Available Funds Calculation Amount means, on any date of determination during any Monthly Period for any Loan Note, an amount equal to the sum of (a) the Nominal Liquidation Amount for such Loan Note as of the last day of the preceding Monthly Period or, if such Loan Note was issued since the last day of the preceding Monthly Period for any Loan Note, put to the preceding Monthly Period for any Loan Note, put to the preceding Monthly Period, the Issue Date for such Loan Note or (y) a reduction in the Pre-funding Amount (other than any Pre-funding Amount (or provided in the Previous Previous Provided in the Previous Previous Previous Provided in the Previous Previous Previous Provided in the Previous Previous

allable Programme Reserve Account Amount shall mean, with respect to any Transfer Date, the tesser of (a) the amount on deposit in the Programme Reserve Account Ledger on such date.... and (b) the Required Programme Rese

- all payments received by the Servicer or Transferor in respect of Receivables in the form of cash, cheques, SWIFT payments, wire transfers, direct debits, bank giro credits or other form of payment in accordance with the Credit Card Agreements in effect from time to time in relation thereto (a)
- any such payments under guarantees obtained by the Transferor in respect of the obligations of Cardholder to make payments on the Accounts; any Insurance Proceeds in respect of Accounts;
- (d) any amounts paid in cash by the Transferor pursuant to clause 10.4 (Reductions in Receivables, Early Collections and Credit Adjustments), clause 7.5(b)(iv) (Redesignation and Removal of Accounts) or clause 11.1 (Breach of Warranty) of the Receivables Securitisation Deed in respect of Receivables; and
  - any consideration paid by the Transferor to the Receivables Trustee in respect of the assignment of Receivables pursuant to the Call Option Agreement (Non-Defaulted Receivables) provided that such consideration shall be deemed to be a payment in respect of Principal Receivables.

Default Amounts shall mean, with respect to any Defaulted Account, the Outstanding Face Amount of Principal Receivables (other than Ineliable Receivables) in such Defaulted Account on the day such Account became a Defaulted Account and the words Default Amount shall be construed accordingly

Defaulted Account shall mean a former Designated Account in respect of which the Servicer has written off the Receivables in such account as uncollectible in accordance with the Credit Card Guidelines or the Servicer's customary and usual servicing procedures for servicing credit card receivables comp. Receivables assigned to the Receivables Trustee.

Defaulted Receivable means any Receivable on a Defaulted Account.

Expense Rate means, with respect to any Monthly Period, the sum of:

(a) the annualised percentage equivalent of a fraction the numerator of which is the Senior Costs items for such Monthly Period and the denominator of which is the Weighted Average Floating Calculation Investor Interest Amount for such Monthly Period;

(b) the verigited average (sealed on the Outstanding Principal Amount of the Related Debt) of the rate of interest applicable to each Loan Note for the period from and including the Loan Note Interest Payment Date for such Loan Note in the following Monthly Period; and the continuation of the Related Debt) of the rate of interest applicable to each Loan Note in the following Monthly Period. The numerator of which is the Investor Servicing Fee Amount for such Monthly Period and the denominator of which is the Weighted Average Floating Calculation Investor Interest Amount for such Monthly Period.

Floating Calculation Investor Interest Amount shall mean, for the purposes of calculation only, on any date of determination during any Monthly Period, an amount equal to the aggregate of the Available Funds Calculation Amount for each Loan Note

Finance Charge Collections shall mean Collections and other monies in respect of Finance Charge Receivables and any Recoveries

Finance Charge Receivables shall mean all Receivables arising under a Designated Account which fall within the paragraphs (c), (d)... or (e)... of the definition of Receivables hereunder and, in respect of any Monthly Period, includes Discount Option Receivables

Floating Investor Percentage shall mean, with respect to any date of determination during any Monthly Period, the percentage equivalent (which percentage shall never exceed 100%) of a fraction:
(a) the numerator of which is the sum of (i) the Floating Calculation Investor Interest Amount on the date of determination... plus (ii) the lesser of (A) an amount equal to (x) the aggregate Outstanding Face Amount of Eligible Principal Receivables in the Delamare Cards Receivables Trust as at the clobusiness on the last day of the previous Monthly Period mains (y) the sum of (i) of the Floating Calculation Investor Interest Amount on Interest Amount on Interest Amount on The date of determination; and

business on the last day of the previous Monthly Period minus () the sum of (1) of the Floating Calculation investor interest Amount on the date of determination....plus (2) Inot applicable at this time, and (8) the Pre-funding Amount on the date of determination; and (6) the monitor of which is the greater of the previous Monthly Period....; and (8) the appropriate Dustsanding Face Amount of Eligible Principal Receivables in the Delanare Cards Receivables in trust as at the close of business on the last day of the previous Monthly Period....; and (8) the provided of the Principal Receivables of the previous Monthly Period in this time, provided, however, that with respect to any Monthly Period in respect of which a Percentage Reset Date occurs, the element of the numerator determined pursuant to (a)(8)(A)(x) and the denominator determined pursuant to (b)(8) above shall be, on and after such date, an amount equal to the aggregate Outstanding Face Amount of Eligible Principal Receivables in the Delanare Cards Receivables Trust as of the beginning of such day added to or, as the case may be, removed from the Uniforded Baer Trust on such Percentage Reset Date...

Interchange shall mean the interchange fees payable to the Transferor in respect of the Bank Portfolio in its capacity as a credit card issuer through VISA International, Inc. and MasterCard Inte

Investor Acquired Interchange Amount means (on each Transfer Date, in respect of each Investor Beneficiary,) an amount equal to the product of (i) the sum of the average of the Floating Investor Percentages in respect of all Outstanding Series for the relevant Investor Beneficiary for each day of the Monthly Period preceding such Transfer Date and (iii) the aggregate amount of Acquired Interchange deposited by the Transferor in the Trustee Collection Account in respect of the relevant Monthly Period.

Investor Charge-off means (on any Transfer Date, the amount (if any) by which] the Aggregate Investor Default Amount for the prior Monthly Period exceeds the amount applied with respect thereto pursuant to the Security Trust Deed

Investor Default Amount shall mean, with respect to any Receivable in a Defaulted Account on the Transfer Date following the Monthly Period in which the day such Account became a Defaulted Account falls, an amount equal to the product of (a) the Default Amount and (b) the Net Floating Investor Percentage on the day during such Monthly Period that such Account became a Defaulted Account.

Maximum Required Retained Principal Collections Amount means with respect to any date of determination, the amount equal to the product of: (A) the Investor Interest; (B) the sum of (i) One Month Libor; (ii) the Weighted Average Interest Margin; and (iii) 1.00 per cent.; and (C) 2, divided by 12.

Monthly Period shall mean.... the period from and including the first day of a calendar month to and including the last day of the same calendar month

Nominal Liquidation Amount shall mean for each Loan Note, an amount equal to... the sum of, without duplication:

the Nominal Liquidation Amount of such Loan Note immediately after the prior date of determination; plus an amount equal to any increase in the Outstanding Principal Amount of such Loan Note on the relevant date of determin

are amount expansion expansion tensions are not expansional principles are involved to the reviewant active to exemination, plus the amount of the Pre-funding Amount standing to the credit of the Principal Funding Account Ledger for such Loan Note transferred pursuant to..... the Security Trust Deed on the relevant date of determination; plus such Loan Note's share of all reimbursements of its Nominal Liquidation Amount Delicit pursuant to.... the Security Trust Deed on the relevant date of determination; minus such Loan Note's share of all Utilises Required Retained Principal Solicitions allocated pursuant to.... the Security Trust Deed on the relevant date of determination; minus such Loan Note is share of all Utilises Required Retained Principal Solicitions allocated pursuant to.... the Security Trust Deed on the relevant date of determination; minus the amount of the reduction of the Nominal Liquidation Amount of such Loan Note resulting from an allocation of the Investor Charge-Off on the relevant date of determination; determined as set forth in... the Security Trust Deed; minus the amount deposited in the applicable Principal Funding Account Ledger of Principal Solicitions of Principal Solicitio

Net Floating Investor Percentage shall mean, with respect to any date of determination during any Monthly Period, a percentage equal to (i) the Floating Investor Percentage less (ii) the Pre-funding Percentage (if any) on such date of determination provided, however, that if on the date of determination the Net Floating Investor Percentage is zero and the Pre-funding Percentage is greater than zero then the Net Floating Investor Percentage will be calculated on the basis that the Floating Calculation Investor Interest Amount for the purposes of calculating the Floating Investor Percentage is the amount of the Investor Interest.

Portfolio Yield means, with respect to any Monthly Period, the annualised percentage equivalent of a fraction:
(a) the numerator of which is equal to the sum of: (i) the aggregate amount of LNI Available Funds (excluding for these purposes the amount of any Programme Reserve Draw Amount which would otherwise be included in such LNI Available Funds) with respect to such Monthly Period...; minus (ii) the Aggregate Investor Default Amount for such Monthly Period, and
(a) the denominator of which is the Weighted Average Floating Calculation Investor Interest Amount for such Monthly Period.

Principal Amount Outstanding means, in relation to a note on any date, the principal amount of that note on the issue Date (and, in respect of any variable funding notes, any advances made in respect of the principal amount of such note by the relevant Noteholder) less the aggregate amount of all Principal Payments in respect of that note that have become due and payable by the issuer to the Noteholder concerned by virtue of the issuer having received funds in respect thereof from Funding 1 as described in Condition 7 (Redemption and Purchase) (whether or not such Principal Payments have been paid to such Noteholder) prior to such date accordance with the conditions of the Related Loan Note; provided, however, that solely for the purpose of calculating the Principal Amount Outstanding under Conditions 6 (Interest), 7 (Redemption and Purchase) and 10 (Events of Default) all such Principal Payments due and unpaid on or prior to such date shall also be taken into account as forming part of such Principal Amount principal bal

Principal Collections shall mean Collections in respect of Principal Receivables which are Eligible Receivables.

Principal Funding Covered Amount shall mean.... in relation to any Loan Note, an amount determined as of each Transfer Date equal to the product of (a) the fraction, the numerator of which is the actual number of days in the related Loan Note Interest Period for such Loan Note and the denominator of which is 365, (b) the Loan Note Interest Rate in effect for such Loan Note with respect to such Loan Note with respect to such Loan Note interest Period, and (c) the average amount credited to the Principal Funding Account Ledger for such Loan Note that does not represent pre-funding for the Monthly Period preceding such Transfer Date.

Principal Funding Investment Proceeds shall mean, with respect to each Transfer Date, in relation to any [Loan Note....], the investment earnings, if any, standing to the credit of the Principal Funding Account Ledger for such Loan Note (net of investment expenses (including taxes) and losses) which have any amounts for such Loan Note for the period from and including the immediately preceding Transfer Date to but excluding such Transfer Date in the minus the Pre-funding Investment Proceeds in relation to the relevant Loan Note for such Transfer Date.

Principal Funding Investment Shortfall shall mean, with respect to each Transfer Date, in relation to any Loan Note, the amount, if any, by which the Principal Funding Investment Proceeds in respect of that Loan Note for such Transfer Date are less than the Principal Funding Covered Amount for that Loan Note determined as of such Transfer Date.

Principal Receivables shall mean Receivables arising under a Designated Account (other than Finance Charge Receivables) provided, however, that the amount of Principal Receivables on a Designated Account on any day shall be reduced by the aggregate amount of credit balances existing in such Designated

Programme Reserve Draw Amount means, with respect to any Transfer Date, an amount equal to the lesser of (A) (a) an amount equal to the percentage, if any, by which the Expense Rate for the preceding Monthly Period exceeds the maximum of (x) the Portfolio Yield for such Monthly Period and (y) zero, and (ii) the Weighted Average Floating Calculation Investor Interest Amount for such monthly period, minus (ii) the available from the Series Cash Reserve Account applied on such Transfer Date in making payments of the Monthly Distribution Amount for each Loan Note; and (ii) the Available for Programme Reserve Account Amount.

Reallocated Principal Collections shall mean, with respect to any Transfer Date, Principal Collections which are to be applied as Finance Charge Collections in accordance with.... the De-Linked Trust Supplement to the Receivables Trust Deed and Servicing Agreement in an amount not to exceed the aggregate of the amounts calculated on each date of determination during the Monthly Period relating to such Transfer Date equal to the lesser of:

product of the Required Retained Principal Collections Percentage applicable with respect to such date of determination during the Monthly Period relating to such Transfer Date; and an amount equal to the product of the Principal Investor Percentage and the amount of Principal Collections calculated on such date of determination with respect to the Monthly Period relating to such Transfer Date; the Meaimum Renujuried Retained Principal Collections mount with respect to such date of determination, or work of the Renuis Ren

Receivables shall mean all amounts owing by a Cardholder to the Transferor under an Account from time to time, including (without limitation):
(a) amounts owing for payment in respect of the acquisition of merchandise (including foreign exchange commission charged by the Transferor) and/or services;
(b) ah advances:
(c) amounts relating to Transaction Fees, Periodic Finance Charges and charges for credit insurance;
(d) amounts relating to Special Fees; and
(e) Anual Fees.

means all amounts recovere Defaulted Receivables; and ered in respect of

credit card receivables which have been charged-off in accordance with the Transferor's Credit Card Guidelines or the Servicer's customary and usual servicing procedures for servicing credit card receivables, include any amounts recovered or received in respect of Defaulted Receivables following any assignment or release of such Defaulted Receivables to the Transferor as contemplated in the Call Option Agreement (Def

Required Excess Available Funds means, with respect to any Monthly Period, an amount equal to zero, provided, however, that Loan Note Issuer No.1 may, from time to time, change such amount (which will never be less than zero) as long as the Cash Manager the basis of due consideration the change to such amount will not result in a reduction or withdrawal of each Rating Agency's then current rating of any outstanding Associated Debt. Required Retained Principal Collections Percentage shall mean (i) if an Early Redemption Event has occurred with respect to any Loan Note or as otherwise may be agreed by the Investor Beneficiaries and Transferor Beneficiary from time to time, with respect to any date of determination during any Monthly Per the percentage equivalent of a fraction, the numerator of which is the Total Unused Subordinated Loan Notes Amount for the immediately preceding Transfer Date and the denominator of which is the Principal Calculation Investor Interest Amount for such date provided, however, that if the total Required Retained Principal Collections cannow, then the Required Retained Principal Collections Loady with respect to any date of determination during the relevant how they period is equipment Retained Principal Collections Amount, then the Required Retained Principal Collections Loady equipment Retained Principal Collections Loady expected Retained Principal Collections Loady equipment Retained Principal Collections Loady expected Retained Principal Collections Loady

otherwise, zero ns Regulation (EU) 2017/2402, as amended, varied or substituted from time to time including the Securitisation Rules applicable from time to time

Securitisation Rules means: (i) applicable regulatory and/or implementing technical standards or delegated regulation made under the Securitisation Regulation (including any applicable transitional provisions); and/or (ii) any relevant guidance and policy statements relating to the application of the Securitisation Regulation published by the EBA, the ESMA, the EIOPA (or their successor), collectively, the European Supervisory Authorities or ("ESAs"), including any applicable guidance and policy statements issued by the Joint Committee of ESAs and/or the European Commission; and/or (iii) any applicable laws, regulations, rules, guidance or other implementing measures of the FCA, PRA or other relevant UK regulator (or their successor) relating to the application or the Securitisation Regulation regime in the UK including, the applicable successor laws, regulations, rules and other relevant measures, in each case, case as amended, supplemented or modified from time to time.

Total Withdrawal Amount means (in respect of a Series Cash Reserve Account Ledger on any Transfer Date.) The sum of (as) an amount up to the Available Series Cash Reserve Account Amount for the relevant Loan Note corresponding to such Series Cash Reserve Account Ledger at such time for the purposes set out in (Clauses 23.1(b), 23.1(b), 23.1(b) or 23.1(c) (Payments of Amounts Representing Finance Charge Collections) of the Security Trust Deed,..., to the extent necessary after applying LNI Available Funds (but excluding, for the purposes of this calculation, the amount of any Programment Reserve Draw Amount which would otherwise be included in such LIOsan Note... Law Reserve Account Amount for the relevant Loan Note. and note Too Reserve Loan Note... Such mount for the relevant Loan Note... Such mount of the relevant Loan Note...

Transfer Date shall mean in relation to any Monthly Period.... the Business Day immediately prior to the Distribution Date in the calendar month immediately tely following such Monthly Period

US Credit Risk Retention Rules means the rules requiring a minimum 5 per cent risk retention requirement in securitisation transactions sold in the United States Utilised Required Retained Principal Collections shall mean amounts utilised as Reallocated Principal Collections

Weighted Average Floating Calculation Investor Interest Amount shall mean with respect to any Monthly Period, an amount equal to the sum of the Floating Calculation Investor Interest Amounts as of the close of business on each day during such Monthly Period divided by the actual number of days in such MoPerior