(Issuer LEI (legal entity identifier) Number: 635400IAJKM25WRCSE95) (Transferor LEI (legal entity identifier) Number: 213800J17G8WI3MJ5600)

(STUI (securitisation transaction unique identifier): 213800J17G8WI3MJ5660N200801)

Reporting Period: Transfer Date: Interest Payment Date 01 March 2021 to 31 March 2021 16 April 2021 19 April 2021

**DELAM Mtge** 

### Notes in Issue as at 19 April 2021

Series Name:	Issue Date ISIN (Reg S / 144a)		Issue Date         ISIN (Reg S / 144a)         Stock Exchange Listing (S&P / Fitch / Moody's)         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 2020-1 A1 Class A : Series 2020-1 A2 Class A : Series 2020-1 A3 Class A : Series 2020-1 A4	06/06/2014 30/07/2020 30/07/2020 30/07/2020 30/07/2020 Outstanding Amount (GBP)	Unlisted XS2203832295 XS2208642350 XS2208642517 XS2208642008 Nominal Liquidation Amount (GBP)	Unlisted Irish Irish Irish Irish	Not Rated  AAA(sf) / AAA(SF) / NA  Scheduled Redemption Date	Not Rated AAA(sf) / AAA(SF) / NA Final Maturity Date	GBP GBP GBP GBP GBP	200,000,000 400,000,000 400,000,000 400,000,0	200,000,000 400,000,000 400,000,000 400,000,0
Class D : Series 2014-1 D Class A : Series 2020-1 A1 Class A : Series 2020-1 A2 Class A : Series 2020-1 A3 Class A : Series 2020-1 A3	290,000,000 400,000,000 400,000,000 400,000,0	290,000,000 400,000,000 400,000,000 400,000,0	1.00 1.00 1.00 1.00 1.00	19/11/2028 19/07/2025 19/07/2025 19/07/2025 19/07/2025	19/11/2033 19/07/2030 19/07/2030 19/07/2030 19/07/2030	Fixed 0.01% Comp. Daily SONIA Comp. Daily SONIA Comp. Daily SONIA Comp. Daily SONIA	N/A 0.04828% 0.04828% 0.04828% 0.04828%	N/A 0.85% 0.85% 0.85% 0.85%

#### Key Parties as at 31 March 2021

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 Plc	
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	

Contact Details

Telephone **Fmail** Address

Iain Steele +44 (0)131 274 3608 iain.steele@tescobank.com Tesco Bank, Treasury, EHQ, 2 South Gyle Crescent, Edinburgh, EH12 9FQ

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 (later amended allowing an option to extend by a further 3 months on the expiry of the initial payment freeze). More information on the scheme and the level of support currently available to credit card customers can be found on the FCA website at: https://www.fca.org.uk/consumers/coronavirus-information-personal-loans-credit-cards-overdrafts.

A number of credit card customers of Tesco Personal Finance Pic (Tesco Bank'), whose receivables have been assigned to Delamare Cards Receivables Trustee Ltd ('the Trust') subsequently applied for the payment moratoriums allowed under the scheme. Where applications are successful the revenue and principal received by the Trust will be reduced. All successful applications, as per the terms of the scheme, will not be considered delinquent nor will they be reported as delinquent for the purposes of investor reporting. Investors should note the current revenue and principal performance of the Trust versus applicable triggers / repayment requirements and note the structural protections in place.

As at 31 March 2021 Tesco Bank recorded that 0.20% of its active credit card portfolio currently remain on a scheme prescribed payment holiday

### Portfolio Data

### Interest in Trust as at COB 31 Mar 2021

	Receivables	% Share*	Min Transferor Interest#
	£'s		£'s
Investor Interest	1,840,000,000	62.812039	6
Transferors Interest	1,089,375,163	37.187979	6 263,949,589
	2,929,375,163	100.000009	6

\* Percentage reset as at COB 31-03-2021 Balances - Percentages above shall apply to April's Monthly Period
# Minimum Transferor Interest set as at COB 31-03-2021 - based on the Average Principal Receivables for the previous 30 day period

Credit Risk	Retention	as at	<b>COB 31</b>	Mar 2021

Seller's Interest:	£	1,089,375,162.77
Seller's Interest percentage**:		59.21%

<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 of the Issuer.

Historical Interests in Trust Investor Interest Transferors Interest
% Min % % 62.17216% Mar-21 Feb-21 Jan-21 Dec-20 Nov-20 % 37.82784% 38.49619% 44.28995% 45.37281% 45.44795% 41.71058% 9.06473% 9.06233% 9.05942% 9.06831% 9.06881% 61.50381% 55.71005% 54.62719% 54.55205% 58.28942% Oct-20 9.07142%

Principal Payment Rates			Total Payment	Rates	Purchase Rates		
Reporting	Total Principal		Total		Total		
Period	Payment	Rate (%)	Payment	Rate (%)	Purchases	Rate (%)	
	£'s		£'s		£'s		
Mar-21	1,163,106,158	39.30%	1,193,217,812	40.32%	1,283,347,894	43.36%	
Feb-21	883,415,346	29.53%	907,331,169	30.33%	969,460,451	32.41%	
Jan-21	1,109,550,966	33.59%	1,135,802,911	34.39%	927,986,155	28.10%	
Dec-20	1,241,862,348	36.87%	1,269,842,230	37.70%	1,339,245,078	39.76%	
Nov-20	1,187,128,680	35.20%	1,214,774,423	36.02%	1,337,481,385	39.65%	
Oct-20	1,178,720,733	33.96%	1,207,065,097	34.78%	1,255,728,191	36.18%	

			Portfolio Yield		Excess Spread
Reporting	Gross Charge		Portfolio	Expense	Excess
Period	Yield (%)	Off Rate (%)	Yield (%)	Rate(%) **	Spread (%)
Mar-21	13.72%	2.90%	10.81%	1.77%	8.94%
Feb-21	10.78%	2.37%	8.41%	1.81%	6.58%
Jan-21	11.18%	2.08%	9.10%	1.80%	7.22%
Dec-20	11.36%	3.37%	7.99%	1.77%	6.16%
Nov-20	11.26%	2.74%	8.52%	1.82%	6.57%
Oct-20	11.20%	2.64%	8.56%	1.80%	6.53%

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

Total Charge Offs		
	Total C/Os	Rate(%)
	£'s	
Mar-21	7,254,328	2.90%
Feb-21	5,964,095	2.37%
Jan-21	5,771,667	2.08%
Dec-20	9,598,083	3.37%
Nov-20	7,809,827	2.74%
Oct-20	7,645,491	2.64%

## March 2021 Cashflow

#### Available Funds

		Iotai
		£'s
Total Trust Revenue		33,827,442
To Transferor		12,796,191
To Funding 1		21,031,251
Funding 1		
Finance Charge Collection (ex	cl. Recoveries)	18,227,611
Interchange		2,310,186
Recoveries		493,455
Investment Proceeds		-
Principal Funding Account Inter	est	-
Interest and earnings accrued	on Accumulation Reserve	-
Accumulation Reserve Draw A		-
Programme Reserve Account	Draw Amount	-
Group A Shared Excess Availa	ble Funds	-
LNI Availabe Funds		21,031,251
Series Cash Reserve - Total	Withdrawal Amount *	-
* applicable to Series specific Monthly	Distrubution Amounts only	
Utilised Required Retained P	rincipal Collections **	_
Utilised Required Retained P ** applied in accordance with the Req	uired Retained Principal Collections	
LNI Distribution Account Funds	Available	21,031,251
		,,,,,
Priority of Payments		
Senior Costs:	Investor Trustee Payment Amount	100
	Loan Note Issuer Costs	
	Cash Management Fee	12.500
	Loan Note Holder Costs	723
Monthly Distribution An	nounts	1,184,993
Servicing Fee		1,533,333
Investor Default Amou	nt	4,510,172
Investor Charge-offs		
Transfer to Accumulati	on Reserve Account	-
Transfer to Series Cas	h Reserve Account	_
Junior Costs:	Monthly Expenses Loan Amount	76.478
	Loan Note Issuer No. 1 Profit Amount	100
	Loan Note Holders Profit Amount	500
Further Interest		13,712,351
LNH Deferred Subscrip	ation Brico	- 13,712,351
Additional Funds - Exc		13,712,351
Additional Funds - Exc	sss opicau	(0.01
		(0.01

## Available Principal Funds

	£s
Trust Principal Collections	1,163,106,158
To Transferor	1,163,106,158
To Funding 1	-
Funding 1	
Required Retained Principal Collections	-
Principal Collections	-
Investor Defaults transferred from LNI Available Funds	4,510,172
LNI Available Principal Amounts	4,510,172
LNI Available Principal Amount deduct: Utilised Required Retained Principal Collections to LNI Available Waterfall	-
Transferred to Principal Funding Account Ledger	-
Cash Available for Investment	4,510,172

But to 1 Front to 1 Account	
Principal Funding Account	£s
HSBC Bank Plc Balance at 19 Mar 2021	
BNY Mellon, London Branch Balance at 19 Mar 2021	
Elavon Financial Services DAC Balance at 19 Mar 2021	-
Transfer in this period	
Transfer out this period	-
Interest earned	-
HSBC Bank Plc Balance at 19 Apr 2021	
BNY Mellon, London Branch Balance at 19 Apr 2021	_
Elavon Financial Services DAC Balance at 19 Apr 2021	_

## Payment in Respect of Securities for March 2021

## Principal Payments in Respect of the Securities

		Balance as at	Principal	Repayments		Ba	lance carried forward
		19-Mar-21		19-Apr-21			19-Apr-21
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	£	200 000 000 00	e		_	£	200 000 000 00

#### Coupon Payments in Respect of the Securities

	Ir	terest Due on		Interest Paid		Interest Unpaid
		19-Apr-21		19-Apr-21		19-Apr-21
Class A : Series 2020-1 A1	£	305,169.10	£	305,169.10	£	-
Class A : Series 2020-1 A2	£	305,169.10	£	305,169.10	£	-
Class A : Series 2020-1 A3	£	305,169.10	£	305,169.10	£	-
Class A : Series 2020-1 A4	£	267,022.96	£	267,022.96	£	-
Class D : Series 2014-1 D	£	2 463 01	£	2 463 01	£	_

Cash injected into the structure by the sponsor, originator or third parties or other support provided during the Monthly Period being reported on.

N/A

## Stratifications as at 31 March 2021

2,507,474

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Credit Balance	- 12,911,055	-0.43%	252,862	10.08%
No Balance	-	0.00%	579,936	23.13%
>£0 <=£5,000.00	1,867,579,520	62.63%	1,523,914	60.77%
> £5,000 < = £10,000	897,146,846	30.08%	131,394	5.24%
> £10,000 < = £15,000	212,915,425	7.14%	18,290	0.73%
> £15,000 < = £20,000	16,822,867	0.56%	1,055	0.04%
> £20,000 < = £25,000	467,372	0.02%	21	0.00%
Greater than £25,000	57,023	0.00%	2	0.00%

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Less than £5,000	633,377,316	21.24%	918,735	36.64%
> = £5,000 < £10,000	1,395,298,462	46.79%	1,168,860	46.62%
> = £10,000 < £15,000	777,461,254	26.07%	366,771	14.63%
> = £15,000 < £20,000	172,340,022	5.78%	52,001	2.07%
> = £20,000 < £25,000	2,538,875	0.09%	798	0.03%
Greater than £25,000	1,062,068	0.04%	309	0.01%
Total	2.982.077.998	100.00%	2.507.474	100.00%

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
Less than or Equal to 1 year	5,130,597	0.17%	2,870	0.119
> 1 < = 2 Years	221,269,209	7.42%	133,457	5.32%
> 2 < = 3 Years	208,501,623	6.99%	167,210	6.679
> 3 < = 4 Years	284,210,543	9.53%	216,344	8.639
> 4 < = 8 Years	739,912,732	24.81%	574,741	22.929
Greater than 8 Years	1,523,053,294	51.07%	1,412,852	56.35%
Total	2.982.077.998	100.00%	2.507.474	100.00°

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Accounts
East Anglia	409,816,969	13.74%	339,296	13.53%
East Midlands	214,227,460	7.18%	180,414	7.20%
Greater London	257,850,267	8.65%	203,836	8.13%
North East	81,095,859	2.72%	68,067	2.71%
North West	293,668,687	9.85%	254,136	10.14%
Northern Ireland	69,818,140	2.34%	60,506	2.41%
Scotland	235,176,509	7.89%	201,179	8.02%
South East Exl. London	532,749,400	17.87%	431,950	17.23%
South West	302,189,106	10.13%	261,835	10.44%
Wales	169,794,901	5.69%	147,809	5.89%
West Midlands	219,710,023	7.37%	186,424	7.43%
Yorks and Humberside	192,484,617	6.45%	166,870	6.65%
Unknown	3,496,060	0.12%	5,152	0.21%
Total	2,982,077,998	100.00%	2,507,474	100.00%

	Aggregated Account Balance £'s	% of Total Aggregate Account Balance	Number of Accounts	% of Total Number of Account
Non-delinquent	2,879,821,734	96.57%	2,480,976	98.94
1 - 30 days delinquent	18,578,236	0.62%	5,905	0.24
31 - 60 days delinquent	12,046,052	0.40%	3,171	0.13
61 - 90 days delinquent	11,350,689	0.38%	2,710	0.1
91 - 120 days delinquent	10,632,459	0.36%	2,641	0.1
121 - 150 days delinquent	10,411,792	0.35%	2,438	0.10
151 - 180 days delinquent	7,547,627	0.25%	1,863	0.0
181 - 210 days delinquent	7,386,418	0.25%	1,811	0.0
211 - 240 days delinquent	6,109,725	0.20%	1,495	0.0
241 - 270 days delinquent	4,003,980	0.13%	1,029	0.04
271 - 300 days delinquent	4,032,382	0.14%	1,002	0.04
301 - 330 days delinquent	4,625,072	0.16%	1,133	0.0
331 + days delinquent	5,531,830	0.19%	1,300	0.0
Total	2.982.077.998	100.00%	2,507,474	100.0

# Historical Performance Indicators

	Account Balance	Principal Balance	Total Number of	Average Account
	£'s	£'s	Accounts	Balance (£'s)
Mar-21	2,982,077,998	2,929,375,163	2,507,474	1,189.28
Feb-21	3,019,414,605	2,959,523,826	2,518,584	1,198.85
Jan-21	3,051,013,404	2,991,684,338	2,527,745	1,207.01
Dec-20	3,361,888,521	3,302,814,972	2,540,543	1,323.30
Nov-20	3,429,604,540	3,368,285,766	2,548,781	1,345.59
Oct-20	3,434,968,054	3,372,925,548	2,558,038	1,342.81

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>
Mar-21	0.40%	0.38%	0.96%	1.06%	2.81%
Feb-21	0.44%	0.41%	0.89%	1.10%	2.84%
Jan-21	0.47%	0.42%	0.76%	1.12%	2.77%
Dec-20	0.47%	0.31%	0.72%	1.34%	2.84%
Nov-20	0.34%	0.33%	0.58%	1.49%	2.74%
Oct-20	0.38%	0.29%	0.51%	1.58%	2.76%
I					

## Credit Enhancements as at 31 March 2021

## Credit Enhancements

	Adjusted Outstanding	% of Total	Available Subordinated	Required Subordinated
	Principal Amount (£'s)		Amount (£'s)	Amount (£'s)
Class A Notes	1,550,000,000	84.24%	299,200,000	211,600,000
Class B Notes	•	0.00%	-	-
Class C Notes	-	0.00%	-	-
Class D Notes	290,000,000	15.76%	-	-
Total Notes	1,840,000,000	100.00%		
Available Programme Reserve Account Amount	9,200,000	0.50%		
1				

## Excess Available Funds

	£'s
Required Excess Available Funds	
Current Excess Available Funds	11,700,46
(3 month average)	
Current Month Excess Available Funds	13,789,429
1 Month Previous	10,165,87
2 Month Previous	11,146,08

	£'s		£'s
Series Cash Reserve Account		Accumulation Reserve Account	
Required Amount	31,000,000_	Required Amount	
Balance at 19 Mar 2021	31,000,000	Balance at 19 Mar 2021	-
Transfer in/out this period	-	Transfer in/out this period	-
Interest earned		Interest Earned	
Balance carried forward on 19 Apr 2021	31,000,000	Balance carried forward on 19 Apr 2021	
* For ease of illustration, this aggregates the series specific cash reserve ledgers			
Programme Reserve Account			
Required Reserve Amount	9,200,000		
Balance at 19 Mar 2021	9,200,000		
Transfer in/out this period			
Interest earned	<u></u> _		
Balance carried forward on 19 Apr 2021	9,200,000		

## Issuing Entity Swaps as at 31 March 2021

## Issue and Class

N/	4

Currency Swap Provider		N/A
Notional Amounts		N/A
Rate of interest payable by swap provider to Issuer		N/A
Rate of interest payable by Issuer to swap provider		N/A
Payments from SWAP Provider to Issuer	Principal Interest	N/A N/A
Payments from Issuer to Swap Provider	Principal Interest	N/A N/A

## Ratings and Triggers as at 31 March 2021

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
Trustee Account Bank	HODG BAIIK PIC				Termination of	
	T. D	Long Term	NA/ A / A2	AA / AA- / A1	appointment of the	Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	relevant Account Bank	Green
		Long Term	NA / A / A2	AA- / AA / Aa2		Green
Funding 1 Account Bank	HSBC Bank Plc	Short Term	A-1 / F1 / P-1	A-1 / F1+ / P-1		Green
		Long Term	NA / A / A2	AA / AA- / A1		Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	Termination of	Green
		Long Term	NA / 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	Totovani Account Bank	Green
		Long Term	NA / 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
issus 7655an Bain	TIOSO SAINT TO	Long Term	NA / A / A2	AA / AA- / A1		Green
	The Bank of New York Mellon	Short Term	A-1 / F1 / P-1	A-1+ / F1+ / P-1	Termination of	Green
	· · · · · · · · · · · · · · · · · · ·	Long Term	NA/ 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
	manda correspond	Long Term	NA / A / A2	AA-/AA-/A1		Green

	Test	Consequence	Trigger Level	Current	Trigger Status
	Early Redemption Event (b): on any Transfer Date, the amount of the Excess Available Funds averaged over the three preceding Monthly Periods is less than the Required Excess Available Funds for such Monthly Period.	Regulated Amortisation	£0	£11,700,461	Green
	Early Redemption Event (c): either (i) over any period of thirty consecutive days the amount of the Adjusted Transferor Interest averaged over that period is less than the minimum Adjusted Transferor Interest for that period (ii) on any Record Date the aggregate amount of Eligible Principal Receivables is less than the Minimum Aggregate Principal Receivables		£263,949,589	£1,089,375,163	Green
			£1,840,000,000	£2,929,375,163	Green
Rapid Amortisation Trigger Event	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 Red				
		Termination of			
ervicer Defaults	Servicer insolvency event  - failure instruct or give notice to the Receivables Trustee pursuant to an agreed schedule of collections and allocation  - failure to instruct the Receivables Trustee to make any required drawing, withdrawal, or payment;  - fail	appointment of servicer			Green
Cash 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 allocation  • failure to instruct Loan Note Issuer No.1 to make any required drawing, withdrawal, or payment;  • failure to instruct Loan Note Issuer No.1 to make any required drawing, withdrawal, or payment;	Termination of appointment of cash manager			Green
lotification events	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 material part of the property, undertaking or assets of the Transferor or any event occurs	Obligors being notified of the sale to the Receivables Trustee and legal title to the Securitised Portfolio being transferred to the			Green
ssuer Events of Default	Non-payment of interest or principal on any note of the relevant Note Series; Material breach of contractual obligations by the Issuer; Judgment is made against the Issuer and continues unsatisfied; Enforcement action is taken against the assets o	An Enforcement Notice may be issued to the Issuer declaring the			Green

#### Risk Retention

Tesco Personal Finance plc 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 plc retains a material net economic interest in the form of the transferor interest in the date of this report, Tesco Personal Finance plc retains a material net economic interest in the form of the transferor interest in the date of this report.

#### Glossarv

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 to buy any securities or financial instruments and shall not form the basis of the information provided in the Base Prospectus, and any purposes on this glossary. You are reminded that any investment decision should be made only on the basis of the information provided in the Base Prospectus, and reaccests and the another base Prospectus Prospectus

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 caseed 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 fraction the numerator of which is the aggregate amount of cardholder charges for goods and services eligible for Interchange in all MasterCard9 and VISA® consumer revolving credit card accounts owned by the Transferor (including 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 MasterCard9 and VISA® consumer revolving credit card accounts owned by the Transferor (including Designated Accounts) with respect to such Monthly Period.

#### Adjusted Outstanding Principal Amount

The adjusted outstanding principal amount (the Adjusted Outstanding Principal Amount) of a Loan Note is the Outstanding Principal Amount of that Loan Note less any funds standing to the credit of the Principal Funding Account Ledger for that Loan Note. The Adjusted Outstanding Principal Amount of any Loan Note and will increase as a result of each deposit standing to the credit of the Principal Funding Account Ledger where such amount is not used to make a principal payment to the holders of such Loan Note.

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, the Issue Date for such Loan Note, plus (b) the aggregate amount of any increases in the Nominal Liquidation Amount of such Loan Note as a result of (x) the increase in the principal amount outstanding under any Loan Note or (y) a reduction in the Pre-funding Amount (other than any Pre-funding Amounts deposited during such Monthly Period) credited to the Principal Funding Account Ledger for such Loan Note, in each case, during such Monthly Period or or prior to such date provided, however, that the "Available Funds Calculation Amount" for any Loan Note which (i) will be repaid in full during such Monthly Period or if il will have a Normal Liquidation Amount of 2ero during such Monthly Period or if il will have a Normal Liquidation Amount of 2ero during such Monthly Period or if il will have a Normal Liquidation Amount of 2ero during such Monthly Period or if il will have a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in which are a Normal Liquidation Amount of 2ero during such Monthly Period or in the Normal Liquidation Amount of 2ero during such and 2ero during such Monthly Period or in the Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero during such as a Normal Liquidation Amount of 2ero

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

- (a) all payments.
- (b) any such payments under guarantees obtained by the Transferor in respect of the obligations of Cardholder to make payments on the Accounts
- (b) any such payments untries guarantees column guarantees column guarantees column guarantees on the congruing and the columns in the Accounts, (c) any Insurance Proceeds in respect of Accounts, (c) any Insurance Proceeds in respect of Accounts, (c) 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
- (e) 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 Ineligible Receivables) in such Defaulted Account on the day such Account became a Defaulted Account and the words Default Amount shall be construed accordingly

Defaulted Receivable means any Receivable on a Defaulted Account

ense 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 weighted average (based 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
  (c) the annualised percentage equivalent of a fraction 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 close of business on the last day of the previous Monthly Period minus (y) the sum of (1) of the Floating Calculation Investor Interest Amount on the date of determination, and in the previous Monthly Period minus (y) the Pre-funding Amount on the date of determination; and

- (b) the denominator of which is the greater of:
- (i) an amount equal to the aggregate Outstanding Face Amount of Eligible Principal Receivables in the Delamare Cards Receivables Trust as at the close of business on the last day of the previous Monthly Period....; and (ii) the sum of (i) the Floating Calculation Investor Interest Amount on the date of determination.... plus (iii) the amount calculated under item (ii) of the numerator above plus (ii) [not applicable at this time].

provided, however, that with respect to any Monthly Order Install Associated and the Control of the Control of

rchange 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 (1) 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 (II) 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.

imum 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 determination; 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 Deficit pursuant to... the Security Trust Deed on the relevant date of determination; minus such Loan Note's share of all Utilised Required Retained Principal Collections 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 or Principal Sub-Ledger for such Loan Note (after giving effect to any deposits, allocations, reallocations or withdrawals to be made on that day) on the relevant date of determination; minus (without double counting) the amount of any payment of principal to the relevant Loan Note Holder.

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 Vield means, with respect to any Monthly Period, the annualised percentage equivalent of a fraction

INDUST TRANS., WITH TESPECT to any intrinspect to any intrinspect to any intrinspect to an intrinspect to such Monthly Period....; minus (ii) the Aggregate Innustrator 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 Innustration Amount of such Monthly Period and (b) the denominator of which is the Weighted Average Floating Calculation Investor Interest Amount for such Monthly Period.

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 365, (b) the Loan Note Interest Rate in effect for such Loan Note that does not represent pre-funding for the Monthly Period preceding such Transfer

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 be earned on amounts for such Loan Note for the period from and including the immediately preceding Transfer Date to but excluding such Transfer Date 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 are of each 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 Account on that day

mme Reserve Draw Amount means, with respect to any Transfer Date, an amount equal to the lesser of (A) (a) an amount equal to the product of (i) 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, and (ii) the Weighted Average Floating Calculation Investor Interest Amount for such monthly period; minus (b) the aggregate Total Withdrawal Amount distributed from the Series Cash Reserve Account applied on such Transfer Date in making payments of the Monthly Distribution Amount for each Loan Note; the Available Programme Reserve Account Amount. nd (B) the

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 aggree the amounts calculated on each date of determination during the Monthly Period relating to such Transfer Date equal to the lesser of: (a) 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
- nation with respect to the Monthly Period relating to such Transfer Date; and (ii) an amount equal to the product of the Principal Investor Percentage and the amount of Principal Collections calculated on such date of determ (b) the Maximum Required Retained Principal Collections Amount with respect to such date of determination,

provided, however, that such amount shall not exceed the Maximum Reallocated Principal Amount, after giving effect to any unreinstated Investor Charge-offs as of such Transfer Date.

- 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) cash advances:
  - (c) amounts relating to Transaction Fees. Periodic Finance Charges and charges for credit insurance:

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 has confirmed in writing that, in its opinion, formed on 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 Princips a 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 Period, 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 the immediately preceding Transfer Date and the denominator of which is the Principal Calculation Investor Interest Amount for the immediately preceding Transfer Date and the denominator of which is the Principal Calculation Investor Interest Amount for the Interest Interes zero. or (ii) otherv vise. zero.

Total Withdrawal Amount means [in respect of a Series Cash Reserve Account Ledger on any Transfer Date.] the sum of (aa) 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(c), 23.1(d) or 23.1(e) [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 in the previous of any Programma Reserve Draw Amount For the relevant Loan Notes. ... but no greater than the Nominal Equidation Amount Deficit for such Loan Notes. ... and the previous previou Total Withdrawal Amount m

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

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 Monthly Period.