

STS Term Verification Checklist
DELAMARE CARDS MTN ISSUER PLC
Issue of Series 2023-1 Notes



PRIME COLLATERALISED SECURITIES (PCS) UK LIMITED

28th April 2023

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This is the STS Term Master Checklist for STS Term Verifications.

This STS Term Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards Manual. This document is based upon the materials received by PCS as at the date of this document. Any references in this document are to the Base Prospectus unless otherwise stated.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation (the "Regulation") informed by (a) the text of the Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") and (c) any relevant national competent authorities' interpretation of the STS criteria to the extent known to PCS.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation EU 2017/2402 of the European Union as amended and incorporated into United Kingdom law by the Withdrawal Act 2019 and the Securitisation (Amendment) (EU Exit) Regulations 2019 (the "Regulation") informed by (a) the text of the Regulation itself, (b) following the joint guidance of the Bank of England and the PRA of April, 2019, the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") to the extent that they remain relevant following Brexit and where published prior to 1st January 2020 and (c) any relevant interpretation of the STS criteria by the Financial Conduct Authority to the extent known to PCS.

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page.

28th April 2023

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PCS EU and PCS UK are authorised respectively by the French Autorité des Marchés Financiers and by the United Kingdom Financial Conduct Authority as third parties verifying STS compliance pursuant to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”) and The Securitisation (Amendment) (EU Exit) Regulations 2019.

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When entering any of the “Transaction” sections of the PCS Website, you will be asked to declare that you are allowed to do so under the legislation of your country. The circulation and distribution of information regarding securitisation instruments (including securities) that is available on the PCS Website may be restricted in certain jurisdictions. Persons receiving any information or documents with respect to or in connection with instruments (including securities) available on the PCS Website are required to inform themselves of and to observe all applicable restrictions.

PRIME COLLATERALISED SECURITIES (PCS) Provisional STS Verification

Individual(s) undertaking the assessment	Fazel Ahmed
Date of Verification	28 April 2023
The transaction to be verified (the "Transaction")	Issue of Series 2023-1Notes, DELAMARE CARDS MTN ISSUER PLC
Issuer	DELAMARE CARDS MTN ISSUER PLC
Originator	Tesco Personal Finance PLC
Lead Manager(s)	Citigroup Global Markets Limited and Banco Santander, S.A.
Transaction Legal Counsel	Allen & Overy LLP
Rating Agencies	S&P and Fitch
Stock Exchange	London Stock Exchange plc
Closing Date	28 April 2023

PCS confirms that all checklist points have been verified as detailed in the associated comment box in the checklist below.

A summary of the checklist points by article is set out in the table of contents on the next page together with a reference to the respective article contents. To examine a specific article from the list below, please click on the article description to be taken directly to the relevant section of the checklist.

Within the checklist, the relevant legislative text is set out in grey introductory boxes with specific criteria for our verification listed underneath.

Article	Summary of Article Contents	PCS Verified	
Article 20 – Simplicity			
20(1)	True sale	1	✓
20(2-3)	Severe clawback	2	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria, active portfolio management, and exposure transferred after closing	6 - 8	✓
20(8)	Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 49	✓
21(7)	Duties, responsibilities, and replacement of transaction parties	50 - 52	✓
21(8)	Expertise of the servicer	53 - 54	✓
21(9)	Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	55 - 59	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	60 - 61	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	62 - 64	✓
22(2)	AUP/asset verification	65 - 66	✓
22(3)	Liability cashflow model	67 - 68	✓
22(4)	Environmental performance of asset	69	✓
22(5)	Responsibility for article 7, information disclosure before pricing and 15 days after closing	70 - 73	✓
7(1)	Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay	74 - 83	✓
7(2)	Transparency requirements: securitisation repository, designation of responsible entity	84 - 85	✓

Article 20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

1	<p><u>STS Criteria</u></p> <p>1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.</p>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p> <p>See section, Programme Overview, Receivables Trust</p> <p>See section, Risk Factors- B. Risks related to the underlying assets, Transfer of benefit of Receivables</p> <p>The transfer by the Transferor to the Receivables Trustee of the benefit of the Receivables is governed by English law or Scots law, as applicable, and takes effect in equity only, except in the case of Receivables which are governed by Scots law, in which case the transfer takes effect under a declaration of trust which is governed by Scots law pursuant to which the beneficial interest in the Scottish Receivables as trust property is vested in the Receivables Trustee.</p> <p><i>Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation risks is provided in the Legal Opinions.</i></p> <p><i>PCS has been provided with and reviewed the legal opinion of Allen & Overy LLP, CMS Cameron McKenna Nabarro Olswang LLP, and NI (Tughans)</i></p> <p><i>"True sale" is not a legal concept but a rating agency creation.</i></p> <p><i>The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a "true sale" the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller's creditor out of the proceeds of the securitised assets. Following a "true sale" there is no legal device by which the assets can automatically revert to the originator/seller's ownership. Such automatic reversion is associated with security interests and anathema to a "true sale".</i></p> <p><i>This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.</i></p> <p><i>The issue of "true sale" is separate from the issue of "clawback". "Clawback" refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a "true sale" has taken place.</i></p> <p><i>All European jurisdictions to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from "defrauding" its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.</i></p> <p><i>The Regulation (20.1) therefore does not require STS "true sales" to be fully clawback-proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to "severe clawback". The Regulation does not define "severe clawback" but gives an example (20.2) where a clawback may occur.</i></p> <p><i>The Regulation (20.3) also explicitly excludes from the definition of "severe clawback" the traditional European basis for such devices which all come under the general category of "preferences".</i></p> <p><i>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.</i></p> <p><i>Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.</i></p>	

Based on the above considerations, PCS believes that transfers from a jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of “severe clawback”:

- Clawback requires an unfair preference “defrauding” creditors;
- Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence.

Since “severe clawback” is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Originator’s jurisdiction for the purposes of insolvency law. This would be its centre of main interest or “COMI”.

The second step would be to determine whether the relevant COMI contains severe claw back provisions in its insolvency legislation.

Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.

In the case of the Transaction, title to the assets is transferred, in the case of English and Northern Irish assets by means of an equitable assignment and, in the case of Scottish assets, by a transfer of the beneficial interest only. The legal opinions from Allen & Overy LLP, Tughans LLP and CMS Cameron McKenna Nabarro Olswang LLP collectively confirm that an equitable assignment and a Scottish assignation meets the definition of “true sale” outlined above.

In the case of Tesco Personal Finance PLC, a United Kingdom credit institution with the totality of its business in the United Kingdom providing inter alia retail banking services in the United Kingdom, the COMI is without meaningful doubt the United Kingdom.

United Kingdom insolvency law provides for clawback in the cases of preferences and transactions at an undervalue and require the insolvency officer to prove that case. Therefore, and as confirmed by the Opinions, the transfer is not, in our opinion, subject to “severe clawback”.

Article 20.1 [...] The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller’s insolvency.

Article 20.2 For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:

- (a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller’s insolvency;
- (b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale..

Article 20.3. For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.

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STS Criteria

2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller’s insolvency.

Verified?

YES

PCS Comments

See criterion 1 above.

COMI of the Transferor is in the UK. UK does not have severe clawback provisions.

Article 20.4. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

3	STS Criteria	Verified? YES
<p>3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.</p>		
<p>PCS Comments</p> <p><i>Seller (Transferor) is Tesco Personal Finance PLC.</i></p> <p>See section, Tesco Personal Finance PLC's Credit Card Portfolio</p> <p>Account Origination</p> <p>The eligible accounts from which the current designated accounts have been selected and from which additional Accounts will be selected from time to time, represent a substantial portion of all consumer revolving credit facilities arising in MasterCard® accounts originated by the Transferor. See "The Receivables – Assignment of Receivables to the Receivables Trustee". Additional accounts selected in the future may include eligible accounts originated after the date of this Base Prospectus that are selected using eligibility criteria different from those used in selecting the designated accounts in respect of the Programme as at the date of this Base Prospectus.</p> <p>Origination, Underwriting and Purchasing</p> <p>The Portfolio was originated in the ordinary course of TPF's business in accordance with the origination processes set out above which were applied irrespective of whether the Receivables were to be securitised.</p> <p>See section, The Receivables, Eligible Account</p> <p>(h) which has been originated or acquired by the Transferor;</p> <p>Eligible Receivables</p> <p>(c) (i) was originated in accordance with and is governed by the Transferor's standard Credit Card Agreement without waiver or amendment in respect of the following matters: governing law [...]</p> <p>(iii) was originated in all material respects in accordance with the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006 and the Credit Card Guidelines and usual practices for the Transferor's credit card business (or, in respect of a Receivable which has arisen on an Account acquired by the Transferor prior to the date of acquisition by the Receivables Trustee, it was, to the best of the Transferor's knowledge and belief, originated in all material respects in accordance with Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006 and the credit card guidelines of the originator of such Account);</p> <p>(d) is free and clear of any encumbrances exercisable against the Transferor or the Receivables Trustee arising under or through the Transferor (or any of its respective affiliates) and to which, at the time of its creation (or, at the time of its acquisition by the Transferor, if such Receivable was originated by any person other than the Transferor) and at all times thereafter, the Transferor or the Receivables Trustee had good and marketable title;</p> <p>See also sections Programme Overview, Novation of Roles and Transfer of Receivables to the Receivables Trustee</p> <p><i>Legal opinions address the true sale aspects of articles 20.1 to 20.3.</i></p>		

Article 20.5. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller’s default.

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STS Criteria

4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller’s default.

Verified?
YES

PCS Comments

See section, Overview of the Receivables, Notification Events:

See section, “OTHER TRIGGERS ” - Notification Events which states that:

Notification events include:

- the occurrence of an 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 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 (or the Servicer on behalf of the Transferor) fails to pay any sum due from it to the Receivables Trustee in respect of the Designated Accounts within five Business Days of the due date thereof or the date of demand, if payable on demand, as specified in the RSD, and such failure is not remedied within ten Business Days after the Receivables Trustee has given notice thereof to the Transferor.

A Notice of Assignment or Scottish Assignment may be given following a Notification Event or such other action taken as is necessary to perfect the assignment or transfer of any of the Receivables to the Receivables Trustee.

Criterion 4 requires two steps:

- *To determine whether the transfer of the assets is by means of an unperfected assignment; and*
- *If it is, whether the transaction contains the requisite triggers.*

In the absence of any definition of “an assignment perfected at a later stage” in the Regulation or the EBA Guidelines and without additional views from the UK Financial Conduct Authority it is not possible to determine with finality whether an English equitable assignment is “unperfected” within the meaning of the Regulation – as distinguished from the meaning of the English rules of equity.

Article 20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

5	STS Criteria	Verified? YES
	<p>5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.</p>	
	<p>PCS Comments</p> <p>See section THE RECEIVABLES</p> <p>Under the terms of the RSD, the Transferor will represent certain matters in relation to the Existing Receivables comprised in an Offer which are Principal Receivables [...]</p> <p>The Transferor also represents to the Receivables Trustee certain matters as to Future Receivables which are Principal Receivables</p> <p>The representations by the Transferor include:</p> <p>(b) the assignment of each Receivable the subject of an Offer will be effective to pass to the Receivables Trustee good and marketable title thereto and each Scottish declaration of trust will be effective to hold good and marketable title for that Receivable on trust for the Receivables Trustee, in each case together with the benefit thereof (including, in such context, any Collections and other rights in connection therewith such as related guarantees and insurance proceeds), free of any encumbrances in favour of any person claiming through or under the Transferor or any of its affiliates to the Receivables Trustee and (except in certain cases where a court order may be required under the term of the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006) no further act, condition or thing will be required to be done in connection therewith to enable the Receivables Trustee to require payment of any such Receivable or to enforce any such right in the courts of England and Wales or Scotland or Northern Ireland or any Permitted Additional Jurisdiction without the participation of the Transferor other than payment of any applicable United Kingdom stamp duty, execution of an assignation in respect of Scots law governed Receivables and the giving of a Notice of Assignment, or the joining of the Transferor as a party to Proceedings by the Receivables Trustee against the relevant cardholder;</p> <p>See section, THE RECEIVABLES, Eligible Receivables</p> <p>(d) is free and clear of any encumbrances exercisable against the Transferor or the Receivables Trustee arising under or through the Transferor (or any of its respective affiliates) and to which, at the time of its creation (or, at the time of its acquisition by the Transferor, if such Receivable was originated by any person other than the Transferor) and at all times thereafter, the Transferor or the Receivables Trustee had good and marketable title;</p>	

Article 20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

<p>6 STS Criteria</p> <p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p>	<p>Verified? YES</p>
<p>PCS Comments</p> <p>See section, THE RECEIVABLES, Representations</p> <p>Under the terms of the RSD, the Transferor will represent certain matters in relation to the Existing Receivables comprised in an Offer which are Principal Receivables (other than such Existing Receivables which are specified in that Offer as being Ineligible Receivables), such representations being given as of the Addition Date (if any) relating thereto or, in respect of Existing Receivables comprised in the Initial Offer, as of the date(s) on which such Existing Receivables were originally transferred to the Jersey Receivables Trustee or the date on which the Offer of the related Account was originally accepted by the Jersey Receivables Trustee, as the case may be. The Transferor also represents to the Receivables Trustee certain matters as to Future Receivables which are Principal Receivables (other than those which are specified as being Ineligible Receivables in a daily report prepared by the Servicer) such representations being made as of the Date of Processing of the Future Receivable concerned.</p> <p>Eligible Account</p> <p>The term Eligible Account means, as at the beginning of the day on the relevant Addition Date for that account (or, in respect of Receivables comprised in the Initial Offer, as at the date on which the offer of the related account was accepted by the Jersey Receivables Trustee), an account:</p> <p>Eligible Receivables</p> <p>The term Eligible Receivable means a Receivable which, as at the beginning of the day on the relevant Addition Date (or, in respect of Existing Receivables comprised in the Initial Offer, as at the date(s) on which such Existing Receivables were originally transferred to the Jersey Receivables Trustee), or in the case of Future Receivables, as at the Date of Processing relating to when such Future Receivable comes into existence:</p> <p>(a) has arisen under an Eligible Account;</p> <p><i>The EBA Guidelines clarify that “clear” does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is “clear” when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, “clear” is about certainty of determination.</i></p> <p><i>PCS has read the Eligibility Criteria in the Prospectus/Receivables Trust Deed (RSD). As they are mandatory, they meet the “predetermined” requirement. As they are in the Prospectus / Receivables Trust Deed (RSD) they meet the “documented” requirement. PCS has also concluded that they allow determination in each case and so meet the “clear” requirement.</i></p>	
<p>7 STS Criteria</p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p>Verified? YES</p>

PCS Comments

The below have been reviewed within the context of the EBA guidelines and are acceptable as they are not made for speculative purposes or to enhance the portfolio performance.

See section, The Receivables, Redesignation and removal of Accounts

Each Designated Account will continue to be a Designated Account until such time as it becomes a Cancelled Account, a Zero Balance Account, a Defaulted Account or until the Transferor reclassifies it as being no longer a Designated Account (each of the foregoing a Redesignated Account).

In the case of a Cancelled Account, a Defaulted Account or a Zero Balance Account, such account shall automatically become a Redesignated Account as at the date on which it becomes a Cancelled Account, Defaulted Account or a Zero Balance Account, as the case may be.

Except in the case of Cancelled Accounts, Defaulted Accounts or Zero Balance Accounts, a Designated Account will become a Redesignated Account as of such date (the Removal Date) as is specified by the Transferor to the Receivables Trustee in the two circumstances outlined below.

The EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met. If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.

PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines.

8

STS Criteria

8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

Verified?

YES

PCS Comments

Refer to criterion 6 above. The transaction allows for offers to be made ongoing. The representations and eligibility criteria apply to each offer.

This criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.

Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors – would not invalidate the STS status of the transaction at closing.

PCS has identified the existence of such a covenant in the Prospectus.

Article 20.8. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.

9

STS Criteria

9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.

Verified?
YES

PCS Comments

The RTS on homogeneity can be fully met on the basis of:

Origination – See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO, Account Origination

Servicing - See section, SERVICING OF RECEIVABLES

Asset class –See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO and THE RECEIVABLES.

Homogeneity factor - UK jurisdiction, See Eligible Accounts (e) and (f)

The definition of “homogeneity” in the Regulation is to be the subject of a Regulatory Technical Standard (“RTS”). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of “homogeneity” will be legally binding on all regulatory authorities.

The definition of “homogeneity” in the Regulation is also the subject of a Regulatory Technical Standard (“RTS”). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of “homogeneity” will be legally binding on all regulatory authorities. Such RTS has been formally adopted by the European Commission on 28 May 2019.

In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisations and the RTS adopted by the European Commission.

Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered “homogenous” by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.

Turning, for guidance, to the RTS adopted by the European Commission, in principle, four elements require examination: (a) “similar underwriting standards”, (b) “similar servicing standards”, (c) “same asset class” and (d) “relevant risk factors”. Consumer loans are though considered sufficiently homogeneous and do not need to meet also a specific homogeneity factor.

Following the guiding principles of the EBA, we note that “similar underwriting standards” must mean something like the same type of underwriting approach, looking at the same types of data points to calculate the same type of credit risk. It cannot mean “exactly the same underwriting criteria”, since this would make it impossible for any securitisation ever to have a “homogenous” pool.

In the Transaction, the credit card accounts were underwritten on a similar basis, they are being serviced by Tesco Personal Finance PLC, they are a single asset class – credit card accounts / receivables to individuals – and, based on the EBA’s suggested approach, the credit card accounts and receivables are all originated in the same jurisdiction.

PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be “homogenous” by a wide consensus of market participants.

10	<p>STS Criteria</p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See section, THE RECEIVABLES – Representations – “Eligible Accounts” (e) which states:</p> <p>(e) which is governed in whole or in part by the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006 and creates legal, valid and binding obligations between the Transferor and the relevant cardholder and (except in the case of Non-Conforming Accounts) is enforceable against the relevant cardholder in accordance with the Credit Card Agreement and the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006, subject to applicable bankruptcy laws, other similar laws affecting creditors' rights, general equitable principles and other limitations on enforcement in the jurisdiction of the relevant cardholder and was otherwise created and complies with all other applicable laws</p> <p>also see section, THE RECEIVABLES – “Eligible Receivables” (f) which states:</p> <p>(f) constitutes the legal, valid, and binding obligations of the relevant cardholder, enforceable (except in the case of a Non-Conforming Receivable) in accordance with the terms of the relevant Credit Card Agreement and the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006, subject only to (i) applicable bankruptcy insolvency, reorganisation, moratorium or other similar laws affecting the rights of creditors generally and (ii) general equitable principles and other limitations arising on enforcement in the jurisdiction of the relevant cardholder's jurisdiction of residence;</p>	
11	<p>STS Criteria</p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See section, THE RECEIVABLES</p> <p>For the purposes of Article 20(8) of the UK Securitisation Regulation, as far as the Transferor is aware, the Receivables contain obligations that are in all material respects contractually binding and enforceable, with full recourse against Obligor in respect of payments due under Credit Card Agreements for the provision of credit for the purchase of goods and services and cash advances (and the related periodic finance charges and fees), subject to any laws and applicable regulations from time to time in effect relating to (i) applicable bankruptcy insolvency, reorganisation, moratorium or other similar laws affecting the rights of creditors generally and (ii) general equitable principles and other limitations arising on enforcement in the jurisdiction of the relevant cardholder's jurisdiction of residence.</p> <p>See section, THE RECEIVABLES – Representations – Eligible Account</p> <p>(e) which is governed in whole or in part by the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006 and creates legal, valid and binding obligations between the Transferor and the relevant cardholder and (except in the case of Non-Conforming Accounts) is enforceable against the relevant cardholder in accordance with the Credit Card Agreement and the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006, subject to applicable bankruptcy laws, other similar laws affecting creditors' rights, general equitable principles and other limitations on enforcement in the jurisdiction of the relevant cardholder and was otherwise created and complies with all other applicable laws;</p> <p>See also the section TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTOFOLIO – statement printing and billing and payment regarding the balances owed and charges.</p> <p>Also Risk Factors - <i>B. Risks related to the underlying assets</i>, “The obligations of the cardholders under the Designated Accounts are unsecured”.</p>	

Article 20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.

12	STS Criteria	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	Verified? YES
	PCS Comments		
13	STS Criteria	13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	Verified? YES
	PCS Comments		

Article 20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.

14	STS Criteria	Verified? YES
	<p>14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), (24) of Article 2(1) of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.</p> <p>PCS Comments</p> <p>See section, OVERVIEW OF THE RECEIVABLES. The Receivables:</p> <p>The Receivables consist of amounts charged by cardholders who are individuals to certain designated MasterCard® and VISA® revolving credit card accounts (the Designated Accounts).</p> <p>The Receivables consist of both Principal Receivables and finance charge receivables. Principal Receivables are, generally, amounts charged to the Designated Accounts by cardholders for goods and services and cash advances. Finance charge receivables are the related periodic finance charges and fees charged to the Designated Accounts.</p> <p>See section, OVERVIEW OF THE RECEIVABLES. Terms of the Credit Card Agreements:</p> <p>The Transferor only assigns Receivables arising on Designated Accounts to the Receivables Trustee and does not assign or transfer all of its rights under the Credit Card Agreements relating to the Designated Accounts. Accordingly, in respect of Designated Accounts, the Transferor retains the right to determine the monthly periodic finance charges and other fees which will be applicable from time to time to such Designated Accounts, to alter the minimum monthly payment required on such Designated Accounts, to waive finance charges in respect of certain purchases from time to time and to change various other terms with respect to such Designated Accounts, including increasing or decreasing the annual percentage rate.</p> <p>See also the section “The Receivables”</p>	

Article 20.9. The underlying exposures shall not include any securitisation position.

15	STS Criteria	Verified? YES
	<p>15. The underlying exposures shall not include any securitisation position.</p> <p>PCS Comments</p> <p>See criterion 14 above.</p> <p>See IMPORTANT NOTICES, Notes not part of a re-securitisation</p> <p>The notes are not part of a securitisation of one or more exposures where at least one of these exposures is a securitisation.</p> <p>REGULATORY CONSIDERATIONS,</p>	

Notes not part of a re-securitisation

The notes are not part of a securitisation of one or more exposures where at least one of these exposures is a securitisation.

Article 20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.

16	<p>STS Criteria</p> <p>16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO Origination, Underwriting and Purchasing</p> <p>The Portfolio was originated in the ordinary course of TPF's business in accordance with the origination processes set out above which were applied irrespective of whether the Receivables were to be securitised</p>	
17	<p>STS Criteria</p> <p>17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>Section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO Origination, Underwriting and Purchasing</p> <p>The Portfolio was originated in the ordinary course of TPF's business in accordance with the origination processes set out above which were applied irrespective of whether the Receivables were to be securitised</p>	

Article 20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.

18	STS Criteria	Verified? YES
	<p>18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.</p>	
PCS Comments		
<p>See section, THE RECEIVABLES</p> <p>Amendments to Credit Card Agreements and Credit Card Guidelines</p> <p>The Transferor may amend the terms and conditions of the Credit Card Agreements and the Credit Card Guidelines. Such amendments may include reducing or increasing the amount of monthly minimum required payments or amendments to Periodic Finance Charges or other charges assessed on Designated Accounts (see "Risk Factors – Ability to change terms of the Credit Card Agreements"). When changing any term, TPF, depending on the type of change and the reason for it, may be required to permit the cardholder to terminate the agreement without penalty. Where a cardholder terminates the agreement, the cardholder will still be contractually required to repay the outstanding balance on the account. For purposes of Article 20(10) of the UK Securitisation Regulation, any material changes to the underwriting standards set out in the Credit Card Guidelines will be disclosed to investors in accordance with the securities law requirements applicable to the notes then in issue.</p> <p>See section, RISK FACTORS B. Risks related to the underlying assets</p> <p>Ability to change terms of the Credit Card Agreements</p> <p>In addition, the Transferor may change the standard form terms and conditions of its Credit Card Agreements or its usual policies, procedures and practices relating to the operation of its general credit card business (the Credit Card Guidelines) (including, without limitation, the reduction of the required minimum monthly payment and the calculation of the amount or the timing of finance charges, credit card fees, and charge-offs), provided such change (i) would not, in the reasonable belief of the Transferor, cause a Pay Out Event to occur and (ii) is made applicable to the comparable segment of revolving credit card accounts owned and serviced by the Transferor which have characteristics the same as or substantially similar to the Designated Accounts which are subject to such change (unless the Transferor may not do so by the terms of an endorsement, sponsorship or other agreement between the Transferor and an unrelated third party or by the terms of the relevant Credit Card Agreement).</p>		

Article 20.10. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.

19	STS Criteria	Verified? YES
	<p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>	
PCS Comments		

This requirement does not apply to credit cards.

Article 20.10. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

20	STS Criteria	Verified? YES
<p>20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.</p>		
<p>PCS Comments</p> <p>See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO, Account Origination</p> <p>Applications are consistent with the format that is generally used by bank credit card issuers in the UK and require prospective cardholders to provide information on, among other things, the applicant's income, employment status and residence. Online applications are hosted on TescoBank.com. Data is either directly entered by the customer or is pre-populated with information that the customer supplied to a Price Comparison Website before clicking through to the Tesco Bank website. Application details are screened for creditworthiness and money laundering checks by a combination of system-based checking, external credit bureau data and manual verification, where appropriate. External credit bureau data is taken from Experian Limited, located in Nottingham, England (Experian) and TransUnion, formerly Callcredit Limited, located in Leeds, England. System-based application checking includes the use of a database maintained by Experian and widely used in the UK credit card industry to attempt to detect fraudulent applications.</p> <p>The credit scoring system provides an indication of an applicant's likelihood to repay his or her obligations. The credit scoring system applies information about applicants from various sources, including the electoral roll, credit reference data, records of county court judgments and a fraud avoidance referencing database maintained by Experian, as well as information supplied by the applicant on the application form. The data is then assessed using proprietary scoring variables to select suitable applicants. TPF determines the credit score that is required for acceptance of a particular application based on a variety of factors, which may include the product applied for, the manner in which the application was made and the risk tolerance of TPF pertaining at the time of scoring. The risk tolerance may be adjusted based on factors such as economic conditions, campaign objectives, competition and the analysis of historical data. An applicant whose application is approved is assigned an initial credit limit based on factors including the applicant's affordability, credit score, income level, the product they are applying for, whether they have requested a balance transfer and if they were pre-approved.</p> <p>Credit limits are adjusted based on TPF's continuing evaluation of cardholders' credit behaviour and suitability using Triad, an account management system developed by Fair Isaac Corporation, an independent firm, experienced in developing behaviour models.</p> <p>Credit bureau, payment and behavioural information, including a behavioural credit score in respect of an account is systematically evaluated on a monthly basis by TPF. If this information evidences positive performance over a period of time, TPF may adjust an account's credit limit proactively or reactively following a request from the cardholder.</p> <p>See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO, Account Use and Maintenance</p> <p>[...] "Credit limits are both increased and decreased based on the continuing evaluation of account holders' credit behaviour and suitability. Credit limits may be adjusted at the request of the account holder, subject to continuous evaluation of credit behaviour and suitability. In addition, TPF may also adjust the account's credit limit downwards automatically based on a variety of different risk characteristics and the performance of the account. All credit limit amendments are made subject to Rules 6.7.7, 6.7.8 and 6.7.9 of the FCA's Consumer Credit sourcebook." [...]</p> <p>See section, REGULATORY CONSIDERATIONS, UK Securitisation Regulation requirements</p>		

Credit granting standards and information regarding the policies and procedures

See also section, THE RECEIVABLES, Representations – Eligible Account

(e) which is governed in whole or in part by the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006 and creates legal, valid and binding obligations between the Transferor and the relevant cardholder and (except in the case of Non-Conforming Accounts) is enforceable against the relevant cardholder in accordance with the Credit Card Agreement and the Consumer Credit Act 1974 as amended by the Consumer Credit Act 2006, subject to applicable bankruptcy laws, other similar laws affecting creditors' rights, general equitable principles and other limitations on enforcement in the jurisdiction of the relevant cardholder and was otherwise created and complies with all other applicable laws;

PCS assesses that TPF obtains the necessary information from obligors and other third party sources to assess borrowers creditworthiness and adjusts credit limits by assessing information monthly.

Article 20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

21	<p>STS Criteria</p> <p>21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.</p>	Verified? YES
	<p>PCS Comments</p> <p>See section. TESCO PERSONAL FINANCE PLC</p> <p><i>Tesco Personal Finance PLC has more than 5 years of expertise in originating credit card receivables.</i></p> <p><i>Tesco Personal Finance PLC (Tesco Bank) is a PRA regulated entity in the UK.</i></p>	

Article 20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...

22	STS Criteria 22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	Verified? YES
	<p>PCS Comments</p> <p>See section, THE RECEIVABLES, Assignment of Receivables to the Receivables Trustee which describes the designation of accounts and assignment of receivables</p> <p>Receivables and Future Receivables (comprising Principal Receivables and Finance Charge Receivables) arising under certain MasterCard® and VISA® revolving credit card accounts (the Accounts) selected from time to time from the total portfolio of MasterCard® and VISA® Accounts originated (or acquired) by TPF (the TPF Total Portfolio) together with certain rights and cashflows have been and (in the case of Additional Accounts) may be, from time to time in the future, assigned to the Receivables Trustee without undue delay.</p> <p>See also Representations, Eligible Accounts and Eligible Receivables. The representations are given with respect with respect to Eligible Receivables from Eligible Accounts at the time of assignment.</p>	
23	STS Criteria 23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...	Verified? YES
	<p>PCS Comments</p> <p>See section REGULATORY CONSIDERATIONS</p> <p>Redesignation of Non-Compliant Accounts for the purposes of the UK LCR Regulation, Solvency II Regulation and/or the UK Securitisation Regulation</p> <p>The Transferor has also undertaken in the Receivables Securitisation Deed to use commercially reasonable efforts to procure that Accounts which it considers to be Non-Compliant Accounts are not included in any Offer to the Receivables Trustee after 27 July 2020 and that if any Non-Compliant Accounts are identified after a review of the Securitised Portfolio by the Transferor as having been the subject of any Offer after 27 July 2020, that the Transferor will exercise its option to have such Non-Compliant Accounts redesignated and the related Receivables repurchased by the Transferor pursuant to the Receivables Securitisation Deed, subject to it being able to make the relevant certifications to the Receivables Trustee (being, inter alia, that (i) such redesignation and repurchase is necessary in order to the comply with Article 13 (Level 2B securitisations) of the UK LCR Regulation, Article 177 of Solvency II Regulation, the UK Securitisation Regulation and/or in accordance with any official guidance issued in relation thereto, (ii) such redesignation would not, in the Transferor's reasonable belief cause a Pay Out Event to occur; and (iii) in its opinion, formed on the basis of due consideration, such proposed redesignation would not result in a downgrade or withdrawal of the current rating of any outstanding Associated Debt as at the relevant repurchase date).</p> <p>See section, THE RECEIVABLES – Eligible Receivables</p> <p>The term Eligible Receivable means a Receivable which, as at the beginning of the day on the relevant Addition Date (or, in respect of Existing Receivables comprised in the Initial Offer, as at the date(s) on which such Existing Receivables were originally transferred to the Jersey Receivables Trustee), or in the case of Future Receivables, as at the Date of Processing relating to when such Future Receivable comes into existence:</p> <p>(e) is not a Receivable in a Defaulted Account;</p> <p>See section, THE RECEIVABLES, Redesignation and removal of Accounts</p>	

Each Designated Account will continue to be a Designated Account until such time as it becomes a Cancelled Account, a Zero Balance Account, a Defaulted Account or until the Transferor reclassifies it as being no longer a Designated Account (each of the foregoing a Redesignated Account).

A Defaulted Account is 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 comparable to the Receivables assigned to the Receivables Trustee.

In the case of a Cancelled Account, a Defaulted Account or a Zero Balance Account, such account shall automatically become a Redesignated Account as at the date on which it becomes a Cancelled Account, Defaulted Account or a Zero Balance Account, as the case may be.

Except in the case of Cancelled Accounts, Defaulted Accounts or Zero Balance Accounts, a Designated Account will become a Redesignated Account as of such date (the Removal Date) as is specified by the Transferor to the Receivables Trustee in the two circumstances outlined below.

See section, REGULATORY CONSIDERATIONS

UK Securitisation Regulation requirements

In this Base Prospectus:

- (a) Regulatory Credit Impaired Account means, as applicable, an Account with a cardholder who is a "credit-impaired obligor" within the meaning of Article 13(2)(j) of the UK LCR Regulation or a "credit-impaired debtor" as described in Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;
- (b) Regulatory Defaulted Account means an Account which, is in "default" within the meaning of Article 13(2)(k) of the UK LCR Regulation and/or Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;
- (c) Non-Compliant Account means an Account which is not compliant with Article 13 of the UK LCR Regulation, Article 243 of the UK Capital Requirements Regulation or the UK Securitisation Regulation (or if different, the equivalent provisions in any such enacted versions of such regulations) and/or in accordance with any official guidance issued in relation thereto;

Article 20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

- (a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:
 - (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and
 - (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;
- (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or
- (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.

24	STS Criteria	Verified? YES
PCS Comments		
<p>24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>See section REGULATORY CONSIDERATIONS</p> <p>Redesignation of Non-Compliant Accounts for the purposes of the UK LCR Regulation, Solvency II Regulation and/or the UK Securitisation Regulation</p> <p>The Transferor has also undertaken in the Receivables Securitisation Deed to use commercially reasonable efforts to procure that Accounts which it considers to be Non-Compliant Accounts are not included in any Offer to the Receivables Trustee after 27 July 2020 and that if any Non-Compliant Accounts are identified after a review of the Securitised Portfolio by the Transferor as having been the subject of any Offer after 27 July 2020, that the Transferor will exercise its option to have such Non-Compliant Accounts redesignated and the related Receivables repurchased by the Transferor pursuant to the Receivables Securitisation Deed, subject to it being able to make the relevant certifications to the Receivables Trustee (being, inter alia, that (i) such redesignation and repurchase is necessary in order to the comply with Article 13 (Level 2B securitisations) of the UK LCR Regulation, Article 177 of Solvency II Regulation, the UK Securitisation Regulation and/or in accordance with any official guidance issued in relation thereto, (ii) such redesignation would not, in the Transferor's reasonable belief cause a Pay Out Event to occur; and (iii) in its opinion, formed on the basis of due consideration, such proposed redesignation would not result in a downgrade or withdrawal of the current rating of any outstanding Associated Debt as at the relevant repurchase date).</p> <p>See section, REGULATORY CONSIDERATIONS</p> <p>UK Securitisation Regulation requirements</p> <p>In this Base Prospectus:</p> <p>(a) Regulatory Credit Impaired Account means, as applicable, an Account with a cardholder who is a "credit-impaired obligor" within the meaning of Article 13(2)(j) of the UK LCR Regulation or a "credit-impaired debtor" as described in Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;</p>		

(b) Regulatory Defaulted Account means an Account which, is in "default" within the meaning of Article 13(2)(k) of the UK LCR Regulation and/or Article 20(11) of the UK Securitisation Regulation, and, in each case, in accordance with any official guidance issued in relation thereto;

(c) Non-Compliant Account means an Account which is not compliant with Article 13 of the UK LCR Regulation, Article 243 of the UK Capital Requirements Regulation or the UK Securitisation Regulation (or if different, the equivalent provisions in any such enacted versions of such regulations) and/or in accordance with any official guidance issued in relation thereto;

The note below applies to points from 24 to 29.

Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.

For PCS, the key points of the EBA guidelines on this issue are:

a. First that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be "credit impaired". So that it is not necessary to reflect at what the term "credit impaired" could mean above and beyond those three items.

b. Secondly, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a "credit impaired" debtor is the example of a failure to pay that can "reasonably be ignored" for the purposes of credit assessment.

Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.

Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.

In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisation. It is clear to PCS that the "credit impaired" prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of "sub-prime". Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a "prime/plain vanilla" transaction with no "sub-prime" aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.

To determine whether this requirement is met, PCS has discussed this matter with the Seller and uses its knowledge of the market and market stakeholders as well as the explicit statements made in the prospectus and transaction documentation.

c. Thirdly, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not "credit impaired".

25	STS Criteria 25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.	Verified? YES
	PCS Comments See criterion 24 above.	
26	STS Criteria 26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	Verified? YES

	<p>PCS Comments</p> <p>See criterion 24 above.</p>	
27	<p>STS Criteria</p> <p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See criterion 24 above.</p>	
28	<p>STS Criteria</p> <p>28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See criterion 24 above.</p>	
29	<p>STS Criteria</p> <p>29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See criterion 24 above.</p>	
30	<p>STS Criteria</p> <p>30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See criterion 24 above.</p>	

Article 20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

31	<u>STS Criteria</u> 31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	<u>Verified?</u> YES
	<u>PCS Comments</u> Exception applies to credit card accounts and receivables.	

Article 20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.
The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.

32	<u>STS Criteria</u> 32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.	<u>Verified?</u> YES
	<u>PCS Comments</u> <i>In PCS' view, this requirement does not apply to unsecured credit cards as in this transaction.</i> <i>Accordingly, none of the assets in the pool display any predominant reliance on the sale of the assets.</i>	

Article 21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.

33	STS Criteria	Verified? YES
	<p>33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.</p> <p>PCS Comments</p> <p>See section, REGULATORY CONSIDERATIONS</p> <p>UK Securitisation Regulation</p> <p>The Transferor (as originator for the purposes of the UK Securitisation Regulation) has undertaken that, whilst any of the Notes remain outstanding, it will:</p> <p>(a) retain a material net economic interest of not less than 5 per cent. of the nominal value of the securitised exposures as required by the text of Article 6 of the UK Securitisation Regulation (the UK Risk Retention Requirements) by retaining a Transferor Interest of no less than 5 per cent in the Delamare Cards Receivables Trust in accordance with Article 6(3)(b) of the UK Securitisation Regulation;</p> <p>(b) at all relevant times comply with the requirements of Article 7(1)(e)(iii) of the UK Securitisation Regulation by confirming in the Monthly Servicer's Report the risk retention of the Transferor as contemplated by Article 6(1) of the UK Securitisation Regulation;</p> <p>(c) not change the manner in which it retains such material net economic interest, except to the extent permitted by the UK Securitisation Regulation (and ensure that any such change is disclosed in the Servicer's monthly report); and</p> <p>(d) not hedge, sell or otherwise enter into any credit risk mitigation, short position or any other credit risk hedge with respect to its retained material net economic interest, except to the extent permitted by the UK Securitisation Regulation,</p> <p>in each case, provided that the Transferor would only be required to do so to the extent that the retention and disclosure requirements under the relevant rules remain in effect and apply to the Programme.</p>	

Article 21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.

34	STS Criteria	Verified? YES
	<p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p> <p>PCS Comments</p> <p><i>No hedging required for Series 2023-1 , as the Class A1, A2 and A3 are Sterling floating rate notes. The relevant Loan Notes are also Sterling floating rate. See the FINAL TERMS dated 21 April 2023.</i></p> <p>See also section TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO</p> <p>Billing and Payment</p> <p>[...]Under TPF's current product offering, cardholders must make a monthly payment of at least an amount equal to the greater of (a) the sum of the applicable interest and fees plus 1% of the new balance shown on their statement plus any existing arrears, (b) £25 plus any existing arrears, (c) the amount owed over the cardholder's credit limit including any over-limit fees and (d) double the total of all interest and default fees, plus £5, plus any existing arrears.</p> <p>A number of charges and fees are assessed on card accounts in accordance with the terms and conditions of the product held. These fees include finance charges (interest), annual fees, cash withdrawal fees, late payment fees, over limit fees, foreign exchange fees and insurance premiums. Finance charges on purchases, cash and balance transfers are calculated using the average daily balance method on the TS2 platform. Finance charges are calculated from the date of the transaction. Finance charges are assessed monthly and are posted to the customer's account, subject to terms and conditions relating to interest-free periods and finance charge waivers.</p> <p>Interest rate methodology</p> <p>Interest on the credit card Receivables is calculated by reference to Tesco Personal Finance PLC's interest rate setting policies as determined from time to time. It should be noted that the yield on the credit card portfolio is a function of a number of items which includes interest charged. See further the definition of "Finance Charge Collections".</p> <p>Ability to change terms of the Credit Card Agreements</p> <p>The Transferor only assigns Receivables arising on Designated Accounts to the Receivables Trustee and does not assign all of its rights under Credit Card Agreements relating to the Designated Accounts. Accordingly, the Transferor retains the right to determine the monthly Periodic Finance Charges and other fees which will be applicable from time to time to the Designated Accounts, to alter the minimum monthly payment required on the Designated Accounts, to waive finance charges in respect of certain purchases from time to time and to change various other terms with respect to the Designated Accounts, including increasing or decreasing the annual percentage rate and changing the annual percentage rate from a fixed rate to a variable rate. A decrease in the monthly Periodic Finance Charges and a reduction in credit card or other fees would decrease the effective yield on the Designated Accounts and could result in the occurrence of an Early Redemption Event with respect to each Note Series.</p>	
35	STS Criteria	Verified? YES
	<p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p> <p>PCS Comments</p> <p>Currency risk does not exist for the Issue of Series 2013-1Notes.</p>	

	The receivables are denominated in Sterling (See the section, Overview of Receivables, Eligibility Criteria (a)) and the 2023-1 Series Notes are denominated in Sterling (See the Series 2023 – 1 Final Terms).	
36	STS Criteria 36. Any measures taken to that effect shall be disclosed.	Verified? YES
	PCS Comments As the Series 2023-1 Notes are denominated in Sterling and floating rates, there is no hedging. See the Final Terms dated 21 April 2023 for 2023-1 Series.	

Article 21.2. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.

Those derivatives shall be underwritten and documented according to common standards in international finance.

37	STS Criteria 37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	Verified? YES
	PCS Comments Terms and Conditions of the Notes 5 – Negative Covenants of the Issuer	
38	STS Criteria 38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	Verified? YES
	PCS Comments See section, OVERVIEW OF THE RECEIVABLES. The Receivables: The Receivables consist of amounts charged by cardholders who are individuals to certain designated MasterCard® and VISA® revolving credit card accounts (the Designated Accounts). The Receivables consist of both Principal Receivables and finance charge receivables. Principal Receivables are, generally, amounts charged to the Designated Accounts by cardholders for goods and services and cash advances. Finance charge receivables are the related periodic finance charges and fees charged to the Designated Accounts. See section, OVERVIEW OF THE RECEIVABLES. Terms of the Credit Card Agreements: The Transferor only assigns Receivables arising on Designated Accounts to the Receivables Trustee and does not assign or transfer all of its rights under the Credit Card Agreements relating to the Designated Accounts. Accordingly, in respect of Designated Accounts, the Transferor retains the right to determine the monthly periodic finance charges and other fees which will be applicable from time to time to such Designated Accounts, to alter the minimum monthly payment required on such Designated Accounts, to waive finance charges in respect of certain purchases from time to time and to change various other terms with respect to such Designated Accounts, including increasing or decreasing the annual percentage rate. See also the section “THE RECEIVABLES”, Representations, Eligible Accounts and Eligible Receivables.	

39	<u>STS Criteria</u>	Verified?
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	
<u>PCS Comments</u>		
<p><i>Not applicable.</i></p> <p>See the Final Terms dated 21 April 2023. The Series 2023-1 are denominated in Sterling and are floating rate. There is no hedging.</p>		

Article 21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.

40	<u>STS Criteria</u>	Verified?
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	
<u>PCS Comments</u>		
<p>As for Assets:</p> <p>See section, THE RECEIVABLES</p> <p>See section, RISK FACTORS - Ability to change terms of the Credit Card Agreements discusses monthly Periodic Finance Charges..</p> <p>See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO C</p> <p>– Billing and Payment</p> <p>Interest rate methodology</p> <p>As for liabilities:</p> <p>See the FINAL TERMS DATED 21 APRIL 2023</p> <p>Transaction Features, Note Series:</p> <p>Fixed or Floating Designation: Each of Series 2023-1 Class A1, Class A2 and Class A3 are "Floating Rate Sterling Notes (SONIA)"</p> <p>Rate of Interest: Each of Series 2023-1 Class A1, Class A2 and Class A3 are "Compounded Daily SONIA plus Margin"</p> <p>See section – LOAN NOTES SUPPORTING NOTE SERIES</p> <p>Loan Note Interest Rate: Class A1 Notes - Compounded Daily SONIA plus 0.80 per cent, Class A2 and A3 Notes - Compounded Daily SONIA plus 0.93 per cent</p>		

Article 21.4. Where an enforcement or an acceleration notice has been delivered:		
(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;		
(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;		
(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and		
(d) No provisions shall require automatic liquidation of the underlying exposures at market value.		
41	<p><u>STS Criteria</u></p> <p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p> <p>See section, ISSUER CASHFLOWS</p> <p>Application of Proceeds Upon Enforcement:</p> <p>The Note Trust Deed and each Note Trust Deed Supplement contains provisions regulating the priority of application of amounts prior to the enforcement of any Security. Following the enforcement of any Security, payments shall be applied in the order of priority set out in Condition 4(c) (Application of Proceeds upon Enforcement) of the Terms and Conditions of the notes (the Post Enforcement Priority of Payments).</p> <p>TERMS AND CONDITIONS OF THE NOTES – 4 (c) Application of Proceeds Upon Enforcement.</p> <p><i>There is no cash trapping.</i></p>	
42	<p><u>STS Criteria</u></p> <p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p> <p>TERMS AND CONDITIONS OF THE NOTES – 4 (c) Application of Proceeds Upon Enforcement.</p>	
43	<p><u>STS Criteria</u></p> <p>43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p>	<u>Verified?</u> YES
	<p><u>PCS Comments</u></p>	

TERMS AND CONDITIONS OF THE NOTES – 4 (c) Application of Proceeds Upon Enforcement.		
44	<p>STS Criteria</p> <p>44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p><i>None of the Terms and Conditions of the Notes and the Loan Notes include any automatic provisions for liquidation of the underlying exposures.</i></p> <p>See also section “Risk Factors” - Enforcement of the Loan Note Security and the section The Loan Notes - Loan Note Events of Default.</p>	

Article 21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.

45	<p>STS Criteria</p> <p>45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment in relation to the amortisation of the Notes.</p> <p>This is not the case – see Terms and Conditions of the notes point 4 (a).</p> <p><i>Notes are sequential pay. This criterion is therefore met.</i></p>	

Article 21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:

- (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;
- (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;
- (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
- (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).

46	<p>STS Criteria</p> <p>46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p><i>This provision applies to transactions with the ability to offer receivables on an ongoing basis. Therefore, this requirement applies.</i></p> <p>See the Table, Other Triggers – Rapid Amortisation Trigger Event, Early Redemption Trigger, Pay Out Events - Trust Pay Out Events and Series Pay Out Events.</p> <p>See section, THE LOAN NOTES – Early Redemption Events</p> <p>See section, THE LOAN NOTES, Early Redemption Events, Rapid Amortisation Trigger Events and Regulated Amortisation Trigger Events</p> <p>An Early Redemption Event for any Loan Note is any one of the following events and, in respect of a Loan Note, any other event specified as such in the related Loan Note Supplement:</p> <p>“(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;”</p> <p>The Excess Available Funds means, in respect of any Monthly Period, an amount equal to the LNI Available Funds less the aggregate of the amounts payable under items (i) to (and including) (ix) of the LNI Available Funds priority of payment set out in "Funding 1 Cashflows – Application of LNI Available Funds" below on the Transfer Date relating to such Monthly Period (without reference to any deferral or limited recourse provisions).</p> <p>The Required Excess Available Funds means, with respect to any Monthly Period, an amount equal to zero, provided, however, that Funding 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 downgrade or withdrawal of the then current rating of any outstanding notes.</p>	
47	<p>STS Criteria</p> <p>47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>Servicer Default – which includes insolvency of Servicer (Funding 1 Pay Out Event).</p>	

	Originator/Transferor related events -Trust Pay Out Events (a), (b) and (c).	
48	STS Criteria 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	Verified? YES
	PCS Comments Early Redemption Events (c) (ii). Trust Pay Out Event (d).	
49	STS Criteria 49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	Verified? YES
	PCS Comments Trust Pay Out Event (d). Early Redemption Events (c) (ii).	

Article 21.7. The transaction documentation shall clearly specify:

- (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;
- (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and
- (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.

50	STS Criteria 50. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;	Verified? YES
	PCS Comments See section, SERVICING OF RECEIVABLES. See Servicing Agreement and Note Trust Deed and Terms and Conditions which specify the relevant requirements above.	
51	STS Criteria 51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and	Verified? YES
	PCS Comments See Section, SERVICING OF RECEIVABLES - Termination of appointment of Servicer	

52	STS Criteria	Verified? YES
	<p>52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p> <p>PCS Comments</p> <p>See RATING TRIGGER TABLE</p> <ol style="list-style-type: none"> 1. Receivables Trustee Account Banks 2. Funding 1 Account Banks 3. Issuer Account Banks 4. Swap Counterparty <p>See also RISK FACTORS, Where the Issuer has entered into a Swap Agreement</p> <p>If a Swap Agreement is terminated as a result of a Counterparty Swap Event of Default (see "Description of the Swap Agreements" below), then the Issuer will be required to use its reasonable endeavours to enter into a replacement Swap Agreement with an entity that satisfies the minimum rating and other requirements specified in such Swap Agreement (taking into account any early termination payment received from or payable to the relevant Swap Counterparty) in respect of the relevant Note Series, on terms substantially similar to the terminated Swap Agreement.</p> <p>See OTHER TRIGGERS</p> <p>Account Bank Termination Events</p>	

Article 21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.

53	STS Criteria	Verified? YES
	<p>53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised</p> <p>PCS Comments</p> <p>See section, TESCO PERSONAL FINANCE PLC</p> <p>TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO, Processing</p> <p>SERVICING OF RECEIVABLES</p> <p>General</p>	

	Tesco Personal Finance PLC has been appointed by the Receivables Trustee as servicer (the Servicer) under the terms of the RTDSA. TPF has expertise in servicing the Securitised Portfolio and TPF's wider credit card portfolio and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of Securitised Portfolio and TPF's wider credit card portfolio.	
54	STS Criteria	Verified?
	54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	YES
	PCS Comments	
	<i>See point 53 above.</i>	
	<i>The EBA Guidelines specify that the servicer should be considered to meet this criterion if it is a prudentially regulated financial institution.</i>	

Article 21.9. The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies

55	STS Criteria	Verified?
	55. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	YES
	PCS Comments	
	See section, TESCO PERSONAL FINANCE PLC'S CREDIT CARD PORTFOLIO	
	Delinquency and Loss Experience	
	For purposes of Article 21(9) of the Securitisation Regulation, the Credit Card Guidelines set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.	
	See the RTDSA , Clause 9.1 (b)	
	(b) The Servicer shall carry out servicing functions in relation to the Receivables and (insofar as the interests of the Beneficiaries are affected) the Designated Accounts in accordance with the Credit Card Guidelines and its customary and usual procedures and in accordance with normal market practice (so far as consistent with the Credit Card Guidelines) and shall have full power and authority, acting alone or through any party properly designated by it hereunder, to do any and all things in connection with such management (and servicing) which it may deem necessary or desirable.	
	See also the section Servicing of Receivables	
	The Servicer services the Receivables and collects payments due in respect of the Receivables in accordance with its customary and usual servicing procedures for servicing credit card receivables comparable to the Receivables and in accordance with the Credit Card Guidelines. The Servicer has full power and authority, acting alone or through any party properly designated by it, to do any and all things in connection with the servicing of the Receivables as it may deem necessary or desirable	

Article 21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.

56	STS Criteria 56. The transaction documentation shall clearly specify the priorities of payment,	Verified? YES
	PCS Comments See sections: Funding 1 Cashflows, Application of LNI Available Funds Use of LNI Available Principal Amounts Allocation of Funds by the Issuer TERMS AND CONDITIONS OF THE NOTES 4 (c)	
57	STS Criteria 57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	Verified? YES
	PCS Comments Terms and Conditions of the Notes point 7 and Condition 10 (Events of Default); See Table OTHER TRIGGERS – Non-Rating Trigger Events including Rapid Amortisation Trigger Event, Trust Pay Out Event, Series Pay Out Events and issuer Events of Default.	
58	STS Criteria 58. The transaction documentation shall clearly specify the obligation to report such events.	Verified? YES
	PCS Comments Further information available to Noteholders pursuant to the Securitisation Regulation, 13 (a) (ii) and (c) and 15 (c)	
59	STS Criteria 59. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	Verified? YES
	PCS Comments See criterion 58 above. See also section ISSUER CASHFLOWS Any change in the priorities of payments which will materially adversely affect the repayment of the notes shall be disclosed without undue delay to the extent required under Article 21(9) of the Securitisation Regulation.	

Article 21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

60	STS Criteria 60. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders	Verified? YES
	PCS Comments Terms and Conditions of the Notes (and Note Trust Deed) and OVERVIEW OF RIGHTS OF NOTEHOLDERS RIGHTS a) the method for calling meetings; as for method Condition 14 (b) the maximum timeframe for setting up a meeting: see– OVERVIEW OF RIGHTS OF NOTEHOLDERS RIGHTS– Convening a meeting: Notice Periods and location. (c) the required quorum: Condition 14 (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision Condition 14 (e) where applicable, a location for the meetings which should be in the United Kingdom: see OVERVIEW OF RIGHTS OF NOTEHOLDERS– Convening a meeting: Notice Periods and location states location as United Kingdom <i>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is very vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion.</i>	
Article 21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.		
61	STS Criteria 61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.	Verified? YES
	PCS Comments See Section – THE SECURITY TRUST DEED AND CASH MANAGEMENT AGREEMENT – for Security Trustee and the section “Note Trust Deed” for Note Trustee	

Article 22.1. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.

62	STS Criteria 62. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	Verified? YES
	<p>PCS Comments</p> <p>See section , General Information</p> <p>15. Detailed statistics on the underlying credit card accounts comprising the Securitised Portfolio will be made available to investors in the Final Terms.</p> <p>See FINAL TERMS DATED 21 April 2023</p> <p>TPF TOTAL PORTFOLIO INFORMATION</p> <p>Dynamic data:</p> <p>Delinquency and Loss Experience</p> <p>Delinquency Experience, TPF Total Portfolio</p> <p>Gross Charge-Off Experience, TPF Total Portfolio</p> <p>Static Pool data:for securitised portfolio</p> <ul style="list-style-type: none"> a) Yield from Finance Charge b) Net Charge Off c) 30+Days Delinquency 	
63	STS Criteria 63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	Verified? YES
	<p>PCS Comments</p> <p>The historical information provided as indicated in criterion 62 above is on the TPF portfolio and the Securitised Portfolio.</p> <p>The Final Terms dated 21 April 2023 of the Series 2023- 1 includes the data referred to in criterion 62 above.</p>	
64	STS Criteria 64. Those data shall cover a period no shorter than five years.	Verified? YES
	PCS Comments	

The Final Terms of the Series 2023-1 section Delinquency and Loss Experience, securitised receivables portfolio information, static data provides information for a minimum of 5 full years.

Article 22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.

65	<p><u>STS Criteria</u></p> <p>65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>See the Final Terms dated 21 April 2023, section Receivables Information</p> <p>Verification of data</p> <p>The Transferor has caused a sample of the Receivables (including the data disclosed in respect of those Receivables) to be externally verified by an appropriate and independent third party. The Securitised Portfolio as at the Cut-Off Date has been subject to an agreed upon procedures review on a representative sample of Receivables selected from the Securitised Portfolio as at the Cut-Off Date (as well as an agreed upon procedures review, amongst other things, of the conformity of Receivables in the Portfolio with certain of the eligibility criteria (where applicable)) conducted by a third-party and completed on 28 April 2023 with respect to the Securitised Portfolio as at the Cut-Off Date (the AUP Report). The independent third party has verified that the stratification tables disclosed in these final terms in respect of the Receivables are accurate. The Transferor has reviewed the reports of such independent third parties and is of the opinion that there were no significant adverse findings in such reports. The third parties undertaking such reviews only have obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein.</p> <p><i>PCS is not an auditing firm, nor has it or has it sought access to the underlying information which was the basis of the AUP. However, it has read the AUP with the aim of determining whether, on its face, it appears to cover the items required by the criterion.</i></p> <p><i>Based solely on the words of the AUP and without any additional due diligence or interaction with the auditing firm responsible for the AUP or sight of the instructions to such firm, PCS has concluded that the AUP appears to meet the requirements of the criterion.</i></p> <p><i>PCS has reviewed the draft report on "agreed upon procedures" (AUP) commonly known as a "pool audit". PCS can confirm that this was done by an appropriate and independent third party.</i></p>	

66	STS Criteria 66. Including verification that the data disclosed in respect of the underlying exposures is accurate.	Verified? YES
	PCS Comments See Criterion 65 above.	
Article 22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.		
67	STS Criteria 67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.	Verified? YES
	PCS Comments Section, Reporting under the UK Securitisation Regulation Liability cashflow model To the extent the Transferor seeks a UK STS designation with respect to a series of Notes, the Transferor shall make a liability cash flow model available to investors, either directly or indirectly through one or more entities who provide such liability cash flow models to investors generally, which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the Transferor, investors in the notes, other third parties and the Issuer, (i) prior to pricing of the notes, to potential investors and (ii) on an on-going basis, to investors in the notes and to potential investors in the notes upon request. <i>PCS is not a modelling firm nor has any modelling expertise. Therefore, it will not verify the model's accuracy or perform any due diligence whatsoever on the model. However, it will seek to satisfy itself indirectly as to the likelihood of the model's accuracy by requesting details of the individuals (if employed by the originator) or the firms (if the model is outsourced) responsible for the model. PCS will then assess whether, in its sole opinion, the model was put together by persons or firms with a reputation and a track-record in such models.</i> <i>Having seen the model, read a statement in the prospectus and the STS Notification that the model will be made available in accordance with the requirements of the criteria and assessed the firm responsible for the model, PCS is prepared to verify this criterion.</i>	
68	STS Criteria 68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.	Verified? YES
	PCS Comments See criterion 67 above. <i>PCS notes the existence of such covenant in the Prospectus</i>	

Article 22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).

69	<u>STS Criteria</u>	Verified? YES
	69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).	
<u>PCS Comments</u>		
This requirement does not apply to this transaction, since it is a Credit card securitisation.		

Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

70	<u>STS Criteria</u>	Verified? YES
	70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.	
<u>PCS Comments</u>		
See section, REGULATORY CONSIDERATIONS, Securitisation Regulation requirements		
UK STS status		
In relation to any Notes which are awarded UK STS status, Tesco Personal Finance plc as the sponsor and the originator for the purposes of the Securitisation Regulation is responsible for compliance with Article 7 of the Securitisation Regulation.		

Article 22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

71	<u>STS Criteria</u>	Verified? YES
	71. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.	
<u>PCS Comments</u>		
Section "GENERAL INFORMATION, - Further information available to Noteholders pursuant to the Securitisation Regulation		
13. In relation to UK STS securitisations, the Transferor will procure that:		

(a) the information required by Article 7(1)(a) of the UK Securitisation Regulation is available to potential investors before pricing, upon request;

72	STS Criteria	Verified? YES
	<p>72. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p> <p>PCS Comments</p> <p>See Section General Information - Further information available to noteholders pursuant to the Securitisation Regulation</p> <p>12. The Servicer will also procure:</p> <p>(a) the publication of any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and</p> <p>(b) that copies of the documents required pursuant to the UK Securitisation Regulation (including the documents required under Articles 7(1)(a) and 7(1)(b) of the UK Securitisation Regulation) are made available (in draft form, if applicable) prior to the pricing of any Note Series issued after 1 January 2019 (and in final form, if applicable, at the latest 15 days after the closing of any Note Series); and</p> <p>(c) that each UK STS notification is made available prior to the pricing of any such Note Series in accordance with Article 7(1)(d) of the UK Securitisation Regulation, in each case on the European DataWarehouse website at https://editor.eurowdw.co.uk/esma/viewdeal?edcode=CREMUK000535100120131 or as otherwise required by the UK Securitisation Regulation and subject to the proviso described in the preceding paragraph above.</p>	

Article 22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.

73	STS Criteria	Verified? YES
	<p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p> <p>PCS Comments</p> <p>See Section, General Information- Further information available to noteholders pursuant to the Securitisation Regulation</p> <p>12. The Servicer will also procure:</p> <p>(b) that copies of the documents required pursuant to the UK Securitisation Regulation (including the documents required under Articles 7(1)(a) and 7(1)(b) of the UK Securitisation Regulation) are made available (in draft form, if applicable) prior to the pricing of any Note Series issued after 1 January 2019 (and in final form, if applicable, at the latest 15 days after the closing of any Note Series); and</p> <p>13. In relation to UK STS securitisations, the Transferor will procure that:</p> <p>(a) the information required by Article 7(1)(a) of the UK Securitisation Regulation is available to potential investors before pricing, upon request;</p>	

(b) final versions of the documentation required pursuant to Article 7(1)(b) of the UK Securitisation Regulation will be made available on the Reporting Website within 15 days of the relevant Issue Date;

PCS notes the existence of such covenant in the Prospectus.

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;

74 STS Criteria

74. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis,

**Verified?
YES**

PCS Comments

See GENERAL INFORMATION, Further information available to noteholders pursuant to the Securitisation Regulation

11. The Reporting Entity will procure that the Servicer will pursuant to the terms of the RTDSA publish:

(b) certain loan-by-loan information in relation to the Securitised Portfolio as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation (at the latest one month after the relevant Interest Payment Date and simultaneously with the investor report provided pursuant to paragraph (a) above),

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

- (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:
 - (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;
 - (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
 - (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
 - (iv) the servicing, back-up servicing, administration and cash management agreements;
 - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
 - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

75	<p><u>STS Criteria</u></p> <p>75. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <ul style="list-style-type: none"> (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust; (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator; (iv) the servicing, back-up servicing, administration and cash management agreements; (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value; (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements; 	<p><u>Verified?</u></p> <p>YES</p>
	<p><u>PCS Comments</u></p> <p>See section, GENERAL INFORMATION</p> <p>13. In relation to UK STS securitisations, the Transferor will procure that:</p> <p>(b) final versions of the documentation required pursuant to Article 7(1)(b) of the UK Securitisation Regulation will be made available on the Reporting Website within 15 days of the relevant Issue Date;</p> <p><i>All the criteria from 74 onwards are future event criteria, as to which we refer you to PCS' comment under point 73 above.</i></p>	

Article 7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;

76	STS Criteria	Verified?
	76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	YES
PCS Comments		
See Note Trust Deed, Terms and Condition of the Notes.		

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(c) where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing)¹ do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable:

- (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
- (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
- (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
- (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;

77	STS Criteria	Verified?
	77. (c) where section 85 of the 2000 Act (prohibition of dealing etc in transferable securities without approved prospectus) and rules made by the FCA for the purposes of Part 6 of the 2000 Act (official listing) do not require a prospectus to be drawn up, a transaction summary or overview of the main features of the securitisation, including, where applicable: (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	YES
PCS Comments		
<i>Not applicable.</i>		

¹ These are "prospectus rules"; see section 73A of the Financial Services and Markets Act 2000 (Part 6 Rules), inserted by S.I. 2005/381

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(d) in the case of STS securitisations, the STS notification referred to in Article 27;

78	STS Criteria	Verified? YES
	78. (d) in the case of STS securitisations, the STS notification referred to in Article 27;	
	PCS Comments	
	See section, REGULATORY CONSIDERATIONS	
	UK Securitisation Regulation requirements	
	UK STS status	
	The Transferor confirms that it will, if set out in the relevant Final Terms or Drawdown Prospectus, as applicable, make an STS Notification to the FCA that the relevant notes are a UK STS securitisation pursuant to Article 18 of the UK Securitisation Regulation. The UK STS Notification(s), once notified to the FCA, will be available for download on the FCA Register of Securitisation STS Notifications at https://data.fca.org.uk/#/sts/stssecuritisations (or its successor website) (the FCA STS Register website). For the avoidance of doubt, the FCA STS Register website and the contents thereof do not form part of this Base Prospectus.	
	See also the FINAL TERMS DATED 21 April 2023	
	TRANSACTION FEATURES	
	STS Notification Submitted: Yes (for each of Series 2023-1 Class A1, Class A2 and Class A3 Notes.	

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:

- (i) all materially relevant data on the credit quality and performance of underlying exposures;
- (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

79	STS Criteria	Verified? YES
	79. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	(i) all materially relevant data on the credit quality and performance of underlying exposures;	
	(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	(ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;	

(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

PCS Comments

See section, GENERAL INFORMATION - Further information available to noteholders pursuant to the UK Securitisation Regulation

11. The Reporting Entity will procure that the Servicer will pursuant to the terms of the RTDSA publish:

(a) an investor report on each Interest Payment Date or shortly thereafter (and at the latest one month after the relevant Interest Payment Date) as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation; and

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:
 (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

80 STS Criteria

80. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

**Verified?
YES**

PCS Comments

See section, GENERAL INFORMATION - Further information available to noteholders pursuant to the UK Securitisation Regulation

12. The Servicer will also procure:

(a) the publication of any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and

Article 7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authority referred to in Article 29 and, upon request, to potential investors:

(g) where point (f) does not apply, any significant event such as:

- (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;
- (ii) a change in the structural features that can materially impact the performance of the securitisation;
- (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;
- (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authority has taken remedial or administrative actions;
- (v) any material amendment to transaction documents.

81 **STS Criteria**

81. (g) where point (f) does not apply, any significant event such as:

- (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;
- (ii) a change in the structural features that can materially impact the performance of the securitisation
- (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;
- (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where the competent authority has taken remedial or administrative actions;
- (v) any material amendment to transaction documents.

Verified?
YES

PCS Comments

See section, GENERAL INFORMATION - Further information available to noteholders pursuant to the UK Securitisation Regulation

12. The Servicer will also procure:

- (a) the publication of any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and

Article 7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]

82	<p>STS Criteria</p> <p>82. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest [...ABCP provisions]</p>	<p>Verified? YES</p>
	<p>PCS Comments</p> <p>See section, GENERAL INFORMATION - Further information available to noteholders pursuant to the UK Securitisation Regulation</p> <p>11. The Reporting Entity will procure that the Servicer will pursuant to the terms of the RTDSA publish:</p> <p>(a) an investor report on each Interest Payment Date or shortly thereafter (and at the latest one month after the relevant Interest Payment Date) as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation; and</p> <p>(b) certain loan-by-loan information in relation to the Securitised Portfolio as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation (at the latest one month after the relevant Interest Payment Date and simultaneously with the investor report provided pursuant to paragraph (a) above),</p> <p>13. In relation to UK STS securitisations, the Transferor will procure that:</p> <p>(c) the information required pursuant to Articles 7(1)(a) and (e) of the UK Securitisation Regulation will be made available on the Reporting Website on an ongoing basis simultaneously and at least in the frequency and by the dates specified in the UK Securitisation Regulation.</p>	

Article 7.1. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and United Kingdom law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.

In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.

The Competent authority shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.

83	STS Criteria	Verified? YES
	<p>83. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay</p>	
PCS Comments		
GENERAL INFORMATION - Further information available to noteholders pursuant to the UK Securitisation Regulation		
12. The Servicer will also procure:		
(a) the publication of any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and		

Article 7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations for which section 85 of the 2000 Act and rules made by the FCA for the purposes of Part 6 of the 2000 Act do not require a prospectus to be drawn up

84 **STS Criteria**

84. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

Verified?
YES

PCS Comments

See section, REGULATORY CONSIDERATIONS, UK Securitisation Regulation requirements

UK Securitisation Regulation

For the purposes of Article 7(2) of the UK Securitisation Regulation, the Transferor as originator has been designated as the entity responsible for compliance with the requirements of Article 7 of the UK Transparency Requirements (the Reporting Entity). The Transferor has appointed the Servicer to perform all of the Transferor's obligations under Article 7 of the UK Securitisation Regulation. For further information in relation to the provision of information please refer to the section entitled "General Information" below.

See section, GENERAL INFORMATION

Documents available for inspection

The documents listed at items (a) to (u) above will be made available in electronic form on <https://editor.eurowdw.co.uk/esma/viewdeal?edcode=CREMUK000535100120131> or such other website which conforms with the requirements set out in Article 7(2) of the UK Securitisation Regulation (the Reporting Website).

Further information available to Noteholders pursuant to the UK Securitisation Regulation

11. The Reporting Entity will procure that the Servicer will pursuant to the terms of the RTDSA publish:

(a) an investor report on each Interest Payment Date or shortly thereafter (and at the latest one month after the relevant Interest Payment Date) as required by and in accordance with Article 7(1)(e) of the UK Securitisation Regulation; and

(b) certain loan-by-loan information in relation to the Securitised Portfolio as required by and in accordance with Article 7(1)(a) of the UK Securitisation Regulation (at the latest one month after the relevant Interest Payment Date and simultaneously with the investor report provided pursuant to paragraph (a) above),

[...]The Servicer shall procure that such information is published on the European DataWarehouse website at

<https://editor.eurowdw.co.uk/esma/viewdeal?edcode=CREMUK000535100120131> or as otherwise required by the UK Securitisation Regulation.[...]

	<p>12. The Servicer will also procure:</p> <p>(a) the publication of any information required to be reported pursuant to Articles 7(1)(f) or 7(1)(g) (as applicable) of the UK Securitisation Regulation without delay; and</p> <p>(b) that copies of the documents required pursuant to the UK Securitisation Regulation (including the documents required under Articles 7(1)(a) and 7(1)(b) of the UK Securitisation Regulation) are made available (in draft form, if applicable) prior to the pricing of any Note Series issued after 1 January 2019 (and in final form, if applicable, at the latest 15 days after the closing of any Note Series); and</p> <p>(c) that each UK STS notification is made available prior to the pricing of any such Note Series in accordance with Article 7(1)(d) of the UK Securitisation Regulation, in each case on the European DataWarehouse website at https://editor.eurowdw.co.uk/esma/viewdeal?edcode=CREMUK000535100120131 or as otherwise required by the UK Securitisation Regulation and subject to the proviso described in the preceding paragraph above.</p>	
<p>85</p>	<p><u>STS Criteria</u></p> <p>85. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.</p>	<p><u>Verified?</u> YES</p>
	<p><u>PCS Comments</u></p> <p>See criterion 84 above.</p>	