

The content of this Listing Particulars has not been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000 ("FSMA"). Reliance on this Listing Particulars for the purpose of engaging in any investment activity may expose an individual to a significant risk of losing all of the property or other assets invested.

LISTING PARTICULARS

DOVER HARCOURT PLC

(incorporated with limited liability in England and Wales)

£400,000,000

Secured Note Programme

This listing particulars (the "**Listing Particulars**") has been prepared in compliance with the Listing Rules of the Irish Stock Exchange Plc trading as Euronext Dublin ("**Euronext Dublin**"). Application has been made to Euronext Dublin for the approval of this document as Listing Particulars and for the notes (the "**Notes**") issued under the Secured Note Programme (the "**Programme**") described in these Listing Particulars to be admitted to the Official List (the "**Official List**") and to trading on the Global Exchange Market of Euronext Dublin. At the date of this Listing Particulars the document has been approved by Euronext Dublin. Euronext Dublin's Global Exchange Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive (2014/65/EU) (as amended, the "**Markets in Financial Instruments Directive**").

The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as completed by a document specific to such Tranche called the Pricing Supplement (the "**Pricing Supplement**") or in a separate document specific to such Tranche (the "**Drawdown Particulars**") as described under "*Pricing Supplement and Drawdown Particulars*" below.

In relation to any Tranche of Notes which is the subject of Pricing Supplement, this Listing Particulars must be read and construed together with the relevant Pricing Supplement. In the case of a Tranche of Notes which is the subject of a Drawdown Particulars, each reference in this Listing Particulars to information being specified or identified in the relevant Pricing Supplement shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Particulars unless the context requires otherwise.

Notes may be sold from time to time by the Issuer to any entity appointed from time to time as a promoter (the "**Promoters**").

This Listing Particulars is only available in confidence to potential investors who are: (a) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**") and/or (b) high net worth companies (or persons to whom it may otherwise be lawfully

communicated) falling within Article 49(2)(a) to (d) of the Order and/or (c) certified high net worth individuals falling within Article 48 of the Order and/or (d) sophisticated investors falling within Article 50 of the Order and/or (e) self-certified sophisticated investors falling within Article 50A of the Order, so that, in each case, section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer and/or (f) persons to whom this Listing Particulars can be sent lawfully in accordance with all other applicable securities laws.

If this is not the case then you must return this Listing Particulars immediately. It is not directed at and may not be acted on by anyone else.

An explanation as to the meaning of "certified high net worth individual", "sophisticated investor" and "self-certified sophisticated investor" and the requirements to qualify as such are contained in the section "*Subscription and Sale*" below. Any potential investor who is in any doubt about the Notes to which this Listing Particulars relates should consult an authorised person specialising in advising on investments of the kind in question.

The Listing Particulars contains forward-looking statements. Forward-looking statements often include words such as "anticipate", "expect", "intend", "plan", "believe", "continue" or similar words in connection with discussions of future operating or financial performance. The forward-looking statements are based on the directors' and where relevant Dover Harcourt's current expectations and assumptions regarding commercial performance, the economy and other future conditions, circumstances and results. As with any projection or forecast, forward-looking statements are inherently susceptible to uncertainty and changes in circumstances. The actual results may vary materially from those expressed or implied in its forward-looking statements.

Investing in Notes issued under the Programme involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil their respective obligations under the Notes are discussed under "Risk Factors" below.

Interest payable under the Notes may be calculated by reference to certain benchmarks. Details of the administrators of such benchmarks, including details of whether or not, as at the date of this Listing Particulars, each such administrator's name appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") are set out in the section entitled "*Benchmarks Regulation*" on page 80 of this Listing Particulars.

5 September 2019

IMPORTANT NOTICES

Dover Harcourt PLC (the "**Issuer**") accepts responsibility for the information contained in this Listing Particulars and, in relation to each Tranche of Notes, in the applicable Pricing Supplement for such Tranche of Notes and declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Listing Particulars is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

In relation to any Tranche of Notes which is the subject of Pricing Supplement, this Listing Particulars must be read and construed together with the relevant Pricing Supplement. In the case of a Tranche of Notes which is the subject of a Drawdown Particulars, each reference in this Listing Particulars to information being specified or identified in the relevant Pricing Supplement shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Particulars unless the context requires otherwise.

The Issuer has confirmed to the Settlement Agent and the Promoters named under "*Subscription and Sale*" below that this Listing Particulars contains all information which is (in the context of the Programme, the issue and offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Listing Particulars does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Listing Particulars or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Trustee, the Settlement Agent or any Promoter.

Neither the Settlement Agent nor the Promoters nor any of their respective affiliates have authorised the whole or any part of this Listing Particulars and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Listing Particulars. Neither the delivery of this Listing Particulars or any Pricing Supplement nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Listing Particulars is true subsequent to the date hereof or the date upon which this Listing Particulars has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Listing Particulars has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Listing Particulars and any Pricing Supplement and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Listing Particulars or any Pricing Supplement comes are required by the Issuer, the Settlement Agent and the Promoters to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Listing Particulars or any Pricing Supplement and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and are subject to U.S. tax

law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

Neither this Listing Particulars nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Settlement Agent, the Promoters, the Trustee, or any of them that any recipient of this Listing Particulars or any Pricing Supplement should subscribe for or purchase any Notes. Each recipient of this Listing Particulars or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Notes issued under the Programme may have a fixed rate of interest ("**Fixed Rate Notes**"), a floating rate of interest ("**Floating Rate Notes**"), or a zero coupon ("**Zero Coupon Notes**") as described in the applicable Final Terms. Where required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation"), the Issuer shall provide prospective investors a key information document in accordance with the requirements of the PRIIPs Regulation. The Issuer shall publish the key information document at www.doverharcourt.com. The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed £400,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into pounds sterling at the date of the agreement to issue such Notes). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time.

In this Listing Particulars, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**pounds sterling**", "**sterling**" and "**£**" are to the lawful currency of the United Kingdom, references to "**U.S.\$**", "**U.S. dollars**" or "**dollars**" are to United States dollars and references to "**EUR**", "**€**" or "**euro**" are to the single currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro as amended.

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

Tranches of Notes issued under the Programme may be rated or unrated by any or all of Moody's Investors Service Ltd ("**Moody's**"), Fitch Ratings Limited ("**Fitch**") or Standard & Poor's Credit Market Services Europe Limited ("**Standard & Poor's**"). Each of Moody's, Fitch and Standard & Poor's is established in the European Economic Area ("**EEA**") and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**"). Where the Issuer intends to appoint at least two credit ratings agencies for the same issuance of Notes, it shall consider appointing at least one credit rating agency with no more than 10% of the total market share of the credit rating agencies in accordance with Article 8d of Regulation (EC) 1060/2009 (as amended by Regulation (EU) 462/2013). Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Pricing Supplement.

The Notes are only suitable for investors who are particularly knowledgeable in investments matters.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Listing Particulars or any applicable supplement;

- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

CONTENTS

	Page
IMPORTANT NOTICES	3
CONTENTS	6
RISK FACTORS	7
OVERVIEW OF THE PROGRAMME	17
ELIGIBILITY CRITERIA FOR SECURED ASSETS.....	21
PRICING SUPPLEMENT AND DRAWDOWN PARTICULARS	22
FORMS OF THE NOTES.....	23
TERMS AND CONDITIONS OF THE NOTES	26
FORM OF PRICING SUPPLEMENT	54
USE OF PROCEEDS	63
SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM.....	64
DESCRIPTION OF THE ISSUER	66
BOOK-ENTRY CLEARING SYSTEMS.....	69
TAXATION	72
SUBSCRIPTION AND SALE	76
BENCHMARKS REGULATION.....	81
GENERAL INFORMATION	82
PARTIES.....	87

RISK FACTORS

Prospective investors should read the entire Listing Particulars. Words and expressions defined in the "Terms and Conditions of the Notes" below or elsewhere in this Listing Particulars have the same meanings in this section.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Listing Particulars and reach their own views prior to making any investment decision.

GENERAL RISKS

General

It is intended that the Issuer will invest in securities and other financial assets with certain risk characteristics as described below and subject to the restrictions described below. There can be no assurance that the Issuer's investments will be successful, and that the holders of Notes will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are therefore advised to review this entire Listing Particulars carefully and should consider, among other things, the factors set out below before deciding whether to invest in the Notes.

Suitability

Prospective purchasers of the Notes of any Class should ensure that they understand the nature of such Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting and financial evaluation of the merits and risks of investment in such Notes and that they consider the suitability of such Notes as an investment in the light of their own circumstances and financial condition.

RISKS SPECIFIC TO THE ISSUER AND ITS INDUSTRY

Set out below is a brief description of certain risks relating to the Issuer and its sole purpose of issuing Notes:

Credit Risk

The ability of the Issuer to meet its payment obligations under the Notes will be adversely affected by defaults in the underlying Secured Assets. The Issuer is inherently exposed to risks arising from changes in credit quality and the recoverability of Secured Assets. Increased numbers of defaults by Borrowers or other obligors of Secured Assets may reduce the recoverability and value of the Issuer's assets.

Noteholder Has No Recourse to Borrowers

No proprietary or other direct interest in the Issuer's rights under or in respect of any Secured Assets backing that Series exists for the benefit of the Noteholders. Subject to the terms of the Trust Deed, no Noteholder will have any entitlement to enforce any of the provisions of the

corresponding Secured Assets or have direct recourse to the corresponding Borrower (or any other obligor) except through action by the Trustee under the Trust Deed and the Issuer Deed of Charge.

Security May Be Declared Invalid

The Issuer will, for each Series, grant security interests in favour of the Trustee for the benefit of the Noteholders in the Issuer Security pursuant to the Trust Deed and the Issuer Deed of Charge. However, if the security interest of the Trustee in the Issuer Security was determined to be invalid or unperfected, Noteholders in such Series would be unsecured creditors and would rank on a pari passu basis with other unsecured creditors (if any) of the Issuer. Each of the foregoing factors may delay or reduce investors' return on their Notes and investors may suffer a loss (including a total loss) on their investment.

Limited Sources of Funds to pay Expenses of the Issuer

The funds available to the Issuer to pay its expenses on any Interest Payment Date are limited as provided in the Conditions. In the event that such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and it may not be able to defend or prosecute legal proceedings brought against it or which it might otherwise bring to protect its interests or pay the expenses of legal proceedings brought against persons whom the Issuer has indemnified.

In the event of non-payment under the Secured Assets, there is no assurance that the Issuer will have the ability to pay interest on the Notes or, on the redemption date of Notes (whether on the respective Maturity Dates for each series of Notes, upon acceleration or upon mandatory early redemption in part or in whole as permitted under the Notes), that there will be sufficient funds to enable the Issuer to repay principal in respect of such Series of Notes in whole or in part.

If the Secured Assets do not generate sufficient funds for the Issuer to pay the Notes in full on a Maturity Date for a Series of Notes, then the Issuer will not be obliged to pay the shortfall between the amount expected to be paid on the Maturity Date and the amount that can be repaid from the Secured Assets, and any claims in respect of such shortfall will be extinguished, so that Noteholders may lose all or part of their investment.

Nature of the Issuer

The Issuer is a newly formed entity and has no operating history. The Issuer will have no material assets other than the Issuer Security. The Issuer will not engage in any business activity other than entering into the Transaction Documents, the issuance of the Notes, the acquisition and disposition of and investment and reinvestment in Secured Assets and cash or cash equivalents as described herein, certain activities conducted in connection with the payment of amounts in respect of the Notes and the management of the Issuer Security, and other activities incidental or related to the foregoing. Income derived from the Secured Assets will be the Issuer's principal source of cash.

Noteholder Has No Direct Recourse to Secured Assets

No proprietary or other direct interest in the Issuer's rights under or in respect of any Secured Assets or any related partial financial guarantee in respect of the Secured Assets backing that Series exists for the benefit of the Noteholders. Subject to the terms of the Trust Deed, no Noteholder will have any entitlement to enforce any of the provisions of the corresponding Secured Assets or have direct recourse to the corresponding obligor of such Secured Assets except through action by the Trustee under the Trust Deed and the Issuer Deed of Charge.

Not Intended as a Complete Investment Program

Because of its specialised objective, the Issuer will not generally invest in assets as diversified as other investment vehicles. Accordingly, the Issuer's investments may be subject to more rapid change in value than would be the case if the Issuer were required to maintain diversification among types of securities and other instruments and countries and industries.

Liability for the Notes

The Notes are secured obligations of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Listing Particulars including but not limited to the Trustee, the Paying Agent, the Registrar, the Servicer or the Calculation Agent. None of the foregoing or any other person has assumed or will assume any obligation in the event the Issuer fails to make any payment due under any of the Notes.

Limited Recourse Nature of the Notes

In accordance with the provisions of the Trust Deed, the Notes will be direct limited recourse obligations solely of the Issuer, and the Noteholders will therefore have a claim under the Notes against the Issuer only to the extent of the Issuer Security associated with that Series. The Notes constitute secured obligations of the Issuer. If there are insufficient funds available to the Issuer to pay in full all principal, interest and other amounts due in respect of the Notes at the Maturity Date or upon acceleration or upon mandatory early redemption in part or in whole as permitted under the Notes, then the investors will have no further claim against the Issuer in respect of any such unpaid amounts. No recourse may be had for any amount due in respect of any Notes or any other obligations of the Issuer against any officer, member, director, employee, shareholder or incorporator of the Issuer or their respective successors or assigns. Each of the parties to the Transaction Documents (other than the Issuer) covenants and agrees that it shall not be entitled to petition or take any step for the winding-up of the Issuer for so long as any Notes of the Issuer are outstanding.

RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when the cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied

to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes.

Risks relating to Floating Rate Notes

The performance of floating interest rates is dependent upon a number of factors, including supply and demand on the international money markets, which are influenced by measures taken by governments and central banks, as well as speculations and other macroeconomic factors. The interest amount payable over the term of the Notes may vary and any of these factors could affect the performance of the floating interest rate and therefore could adversely affect the value and return on Floating Rate Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount (such as Zero-Coupon Notes) or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

RISKS RELATING TO NOTES GENERALLY

Set out below is a brief description of certain risks relating to the Notes generally:

The Notes are not protected by the Financial Services Compensation Scheme

Unlike a bank deposit, the Notes are not protected by the Financial Services Compensation Scheme (the "FSCS") or any other government savings or deposit protection scheme. As a result, the FSCS will not pay compensation to an investor in the Notes upon the failure of the Issuer. If the Issuer goes out of business or becomes insolvent, Noteholders may lose all or part of their investment in the Notes.

No Regulation of the Issuer by any Regulatory Authority

The Issuer is not licensed or authorised under any current securities, commodities, insurance or banking laws of any jurisdiction and has not applied (and does not expect to apply) for any such licences or authorisations. There is no assurance, however, that regulatory authorities in one or more jurisdictions would not take a contrary view regarding the applicability of any such laws to the Issuer. The taking of a contrary view by any such regulatory authority could have an adverse impact on the Issuer or the holders of Notes issued by the Issuer.

Modification, waiver and substitution

The Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions of the Notes also provide that the Trustee may, without the consent of the Noteholders, agree to (a) any modification of any of the provisions of the Trust Deed or the Conditions of the Notes that is of a formal, minor or technical nature or is made to correct a manifest error, (b) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Notes or Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders, or (c) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 16(c) (*Substitution*) of the Notes.

Taxation

Prospective investors and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. Potential investors are advised not to rely upon the description contained in the general description section of this Listing Particulars but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the prospective investor. This investment consideration has to be read in connection with the taxation sections of this Listing Particulars.

U.S. Foreign Account Tax Compliance Withholding

Sections 1471 through 1474 (inclusive) of the U.S. Internal Revenue Code ("**FATCA**") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments by any non-U.S. financial institution (a foreign financial institution, or "**FFI**" (as defined by FATCA)) that (i) does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide certain information on its account holders or (ii) is not otherwise exempt from or in deemed-compliance with FATCA. The new withholding regime will be phased in beginning in 2014 for payments received from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 2017.

After consultation with a number of potential partner countries, the United States has released a model intergovernmental agreement ("**model IGA**") to facilitate the implementation of FATCA. Pursuant to FATCA and the model IGA, an FFI in a signatory country could be treated as a deemed-compliant FFI, an exempt FFI or a "**Reporting FFI**" not subject to FATCA withholding on any payments it receives and, with respect to payments it makes from sources within the United States, would not be required to withhold. It is not yet certain whether a Reporting FFI would be required to withhold on foreign passthru payments that it makes. A Reporting FFI would, however, be required to report certain information on its account holders to its home government. On 12 September 2012, the United States and the UK entered into an agreement (the "**US-UK IGA**") based largely on the model IGA.

The Issuer expects to be treated as a Reporting FFI pursuant to the US-UK IGA and does not anticipate being obliged to withhold any amounts under FATCA from payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FFI or that it would not be required to withhold under FATCA or pursuant to the US-UK IGA. Accordingly, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold amounts under FATCA if (a) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FFI, or otherwise exempt from or in deemed-compliance with FATCA or (b) an investor (other than an exempt investor) does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "**United States Account**". This withholding would apply to (i) any Notes that are issued or materially modified on or after the "**Grandfathering Date**", which is the later of (a) 1 January 2014 and (b) the date that is six months after the date on which the final regulations applicable to "foreign passthru payments" are filed in the Federal Register and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued before the Grandfathering Date and additional Notes of the same series are issued on or after that date, the additional Notes may not be treated as exempt from FATCA withholding, which may have negative consequences to any existing Notes, including a negative impact on market price.

If an amount in respect of FATCA withholding were to be deducted or withheld from interest, principal or other payments on the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the Conditions of the Notes, be required to pay additional amounts as

a result of the deduction or withholding of such tax. As a result, investors may receive less interest or principal than expected. If any FATCA withholding is imposed, a beneficial owner of Notes that is not a foreign financial institution generally will be entitled to a refund of any amounts withheld by filing a U.S. federal income tax return, which may entail a significant administrative burden. A beneficial owner of Notes that is a foreign financial institution will be able to obtain a refund only to the extent an applicable income tax treaty with the United States entitles it to an exemption from, or reduced rate of, tax on the payment that was subject to withholding under FATCA.

FATCA is particularly complex and its application is uncertain at this time. Prospective investors should consult their own tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

Change of law

The Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

Notes where denominations involve integral multiples: definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should such definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks relating to holding CREST Depositary Interests

Terms used in this risk factor and not otherwise defined shall have the meanings given to such terms in "Book-Entry Clearing Systems – Crest Depositary Interests".

CREST Depositary Interests are separate legal obligations distinct from the Notes and CDI Holders will be subject to additional provisions other than the Conditions of the Notes.

CDI Holders will hold or have an interest in a separate legal instrument and not be the legal owners of the Notes. The rights of CDI Holders to the Notes are represented by the relevant entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Notes. Accordingly, rights under the Notes cannot be enforced by CDI Holders except indirectly through the intermediary depositaries and custodians. The enforcement of rights under the Notes will be subject to the local law of the relevant intermediaries. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Notes in the event of any insolvency or liquidation of any of the relevant intermediaries, in particular where the Notes held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

The rights of the CDI Holders will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the relevant Issuer, including the CREST Deed Poll. Potential investors should note that the provisions of the CREST Deed Poll, the CREST Manual and the CREST Rules contain indemnities, warranties, representations and undertakings to be given by CDI Holders and limitations on the liability of the CREST Depository. CDI Holders are bound by such

provisions and may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the amounts originally invested by them. As a result, the rights of, and returns received by, CDI Holders may differ from those of holders of Notes which are not represented by CDIs.

In addition, CDI Holders may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Notes through the CREST International Settlement Links Service.

Potential investors should note that none of the Issuer, the Settlement Agent, the relevant Promoter, the Trustee and the Paying Agents will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

For further information on the issue and holding of CDIs see the section entitled "Book-Entry Clearing Systems – Crest Depository Interests" in this Listing Particulars.

RISKS RELATED TO THE MARKET GENERALLY

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

Lower than expected volumes of issuance

No assurance is provided that investors will subscribe for the full amount of Notes which are made available for subscription during a particular offer period. The volume of issuance of a particular Tranche of Notes will depend on a number of factors including, without limitation, prevailing market conditions and the availability of alternative investment opportunities. To the extent that the volumes of issuance of the Notes are lower than expected, the liquidity of the Notes in the secondary market will be limited.

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Further, if an investor chooses to sell its Notes in the open market at any time prior to maturity of the Notes, the price the investor will receive from a purchaser may be less than its original investment, and may be less than the amount due to be repaid at maturity of the Notes if the investor were to hold onto the Notes until then. Factors that will influence the price received by investors who choose to sell their Notes in the open market may include, but are not limited to, market appetite, inflation, the period remaining to maturity of the Notes, prevailing interest rates and the financial position of the Issuer.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency specified in the applicable Pricing Supplement. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

The Notes may bear interest at a fixed rate. Potential investors should note that if interest rates rise, then the income payable on such Notes might become less attractive and the price that investors could realise on a sale of the Notes may fall. However, the market price of the Notes from time to time has no effect on the total income investors receive on maturity of the Notes if the investor holds the Notes until the maturity date. Further, inflation will reduce the real value of the Notes over time, which may affect what investors could buy with their investment in the future and may make the fixed rate payable on the Notes less attractive in the future, again affecting the price that investors could realise on a sale of the Notes.

Regulation and reform of LIBOR, EURIBOR or other "benchmarks" could adversely affect any Notes linked to such "benchmarks"

LIBOR, EURIBOR and other rates and indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a "benchmark".

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the official journal on 29 June 2016 and became applicable from 1 January 2018 (with the exception of provisions specified in Article 59 (mainly on critical benchmarks) that have applied from 30 June 2016). The Benchmarks Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the Benchmarks Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. In addition, the Benchmarks Regulation stipulates that each administrator of a "benchmark" regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators of certain "benchmarks" will fail to obtain a necessary licence, preventing them from continuing to provide such "benchmarks". Other administrators may cease to administer certain "benchmarks" because of the additional costs of compliance with the Benchmarks Regulation and other applicable regulations, and the risks associated therewith.

As an example of such benchmark reforms, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates

that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. The potential elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark could require or result in an adjustment to the interest provisions of the terms and conditions, or result in other consequences, in respect of any Notes linked to such benchmark. In certain circumstances the ultimate fall-back of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page.

Any such consequences could have a material adverse effect on the value and return on any such Notes

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to a "benchmark".

Credit ratings may not reflect all risks

Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, the applicable rating(s) will be specified in the relevant Pricing Supplement. Such rating(s) will not necessarily be the same as the rating assigned to Notes already issued. There are no guarantees that such ratings will be assigned or maintained. Any credit rating agency may lower its ratings or withdraw the rating if, in the sole judgment of the credit rating agency, the credit quality of the Notes has declined or is in question. In addition, at any time a credit rating agency may revise its relevant rating methodology with the result that, among other things, any rating assigned to the Notes may be lowered. If any of the ratings assigned to the Notes is lowered or withdrawn, the market value of the Notes may be reduced. Furthermore, the ratings may not reflect the potential impact of all risks discussed above, and other factors that may affect the value of the Notes. Accordingly, a credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Any credit ratings assigned to the Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes.

A credit rating reduction may result in a reduction in the trading value of the Notes

The value of the Notes is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the Issuer. Such perceptions are generally influenced by the ratings accorded to the outstanding Notes of such Issuer by standard statistical rating services. A reduction in, or a placing on credit watch of the rating, if any, accorded to outstanding Notes of the Issuer by a rating agency could result in a reduction in the trading value of the Notes.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the

appropriate regulators to determine the appropriate treatment of Notes under any applicable risk based capital or similar rules.

Yield

Any indication of yield (i.e. the income returns on the Notes) stated within the applicable Pricing Supplement applies only to investments made at (as opposed to above or below) the issue price of the relevant Notes. If an investor invests in the Notes at a price other than the issue price of the Notes, the yield on the investment will be different from any indication of yield on the Notes as set out in the applicable Pricing Supplement.

Trustee indemnity

In certain circumstances, the Noteholders may be dependent on the Trustee to take certain actions in respect of the Notes. Prior to taking such action, pursuant to the Conditions the Trustee may require to be indemnified and/or secured and/or pre-funded to its satisfaction. If so, and the Trustee is not indemnified and/or secured and/or pre-funded to its satisfaction, it may decide not to take any action and such inaction will not constitute a breach by it of its obligations under the Trust Deed. Consequently, the Noteholders would have to either provide such indemnity and/or security and/or pre-funding or accept the consequences of such inaction by the Trustee. Noteholders should be prepared to bear the costs associated with any such indemnity and/or security and/or pre-funding and/or the consequences of any potential inaction by the Trustee. Such inaction by the Trustee will not entitle Noteholders to take action directly against the Issuer to pursue remedies for any breach by it of the terms of the Trust Deed or the Notes unless the Trustee has failed within a reasonable time to do so.

Brexit

As a result of the outcome of the UK Referendum on continued membership of the European Union, the UK will withdraw its membership from the European Union. The terms of this withdrawal and the ongoing relationship between the UK and the European Union are still to be negotiated and this introduces elements of political uncertainty which may have practical consequences for the Issuer.

OVERVIEW OF THE PROGRAMME

THE ISSUER

General

Under the Programme, the Issuer will, from time to time, issue Notes in Series and will use the proceeds, less certain costs and expenses, to: (i) advance loans (each a "**Borrower Loan**" and, together, the "**Borrower Loans**") to borrowers (each a "**Borrower**" and, together, the "**Borrowers**") meeting eligibility criteria, pursuant to the terms of a loan agreement (each, a "**Borrower Loan Agreement**" and, together, the "**Borrower Loan Agreements**"); and/or (ii) acquire financial collateral including, without limitation, debt securities, in each case meeting eligibility criteria (each a "**Financial Collateral Asset**" and, together, the "**Financial Collateral Assets**") The Borrower Loans, the Financial Collateral Assets and each Borrower Deed of Charge (see below) are, collectively, referred to as the "**Secured Assets**".

The Servicer (see below) will service the Secured Assets on behalf of the Issuer and collect in all relevant payments.

The Issuer will create separate Series of Notes from time to time to enable Notes to be issued with varying terms and interest rates. Following the relevant issue date of Notes, the Issuer will enter into Borrower Loans or acquire Financial Collateral Assets in an aggregate principal amount equal to the amount set out in the Pricing Supplement for such Series. Such amounts will equal the aggregate nominal amount of Notes being issued pursuant to such Series less certain costs and expenses of the Issuer and an amount which the Issuer determines is required to be kept in cash or cash equivalents for liquidity purposes.

In respect of each Series of Notes, there will be more than 5 Borrowers and the principal amount of each Borrower Loan or of each Financial Collateral Asset will not account for more than 20% of the aggregate principal amount of all Borrower Loans or all Financial Collateral Assets outstanding for that Series.

The Borrower Loans or the Financial Collateral Assets will broadly comprise secured or unsecured loans or debt to small and medium sized companies. In each case, where the Borrower Loans or the Financial Collateral Assets are secured, the security may take the form of tangible commercial or residential property but other security types will be considered including receivables (book debts and monetary claims), stock and work-in-progress, chattels, insurance contracts, securities and similar assets where appropriate security is available. Where any portion of the assets backing a Series are secured on or backed by real property, the Issuer will issue such Series by way of a Drawdown Particulars. Payments of interest and repayment of principal by the Borrower will be matched to interest and principal payment dates of the Notes. Where a material portion of the assets are secured on or backed by real property, the Issuer will prepare a valuation report relating to the property setting out both the valuation of the real property and its related cash flow.

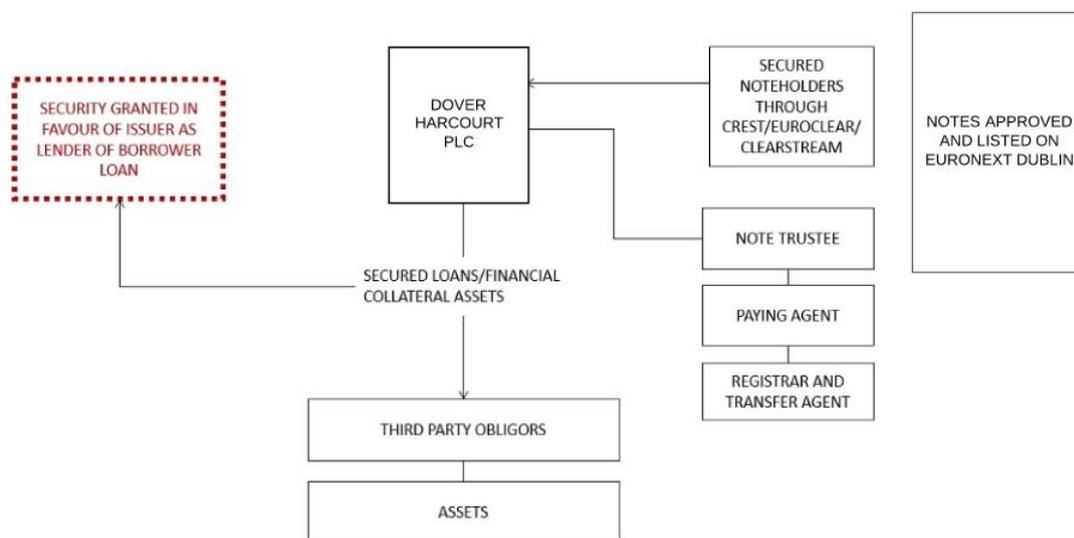
The Issuer's obligations under the Notes are secured in the manner described below -- "The Issuer Security Structure".

Where a Borrower Loan is secured, a Borrower's obligations to the Issuer pursuant to the Borrower Loan Agreements are secured in the manner described below -- "The Borrower Security Structure".

Credit Enhancements

The Notes will not be subject to any credit enhancements and the Issuer will rely on the repayments to be made by Borrowers pursuant to the Secured Assets and the proceeds of any property disposals to ensure that the Issuer is able to meet its obligations under the Notes.

STRUCTURE OF THE PROGRAMME



THE ISSUER SECURITY STRUCTURE

Under a deed of charge dated 24 February 2017 between the Issuer and Truva Services Limited (formerly known as GRM Law Trustees Limited) (the "**Trustee**") (as amended and supplemented from time to time, the "**Issuer Deed of Charge**"), the obligations of the Issuer under a Series of Notes will be secured in favour of the Trustee (for the benefit of the Noteholders and certain other secured creditors of the Issuer in respect of such Series (the "**Issuer Secured Creditors**")) by fixed and floating first priority security over the Issuer's rights in respect of the Secured Assets and the Transaction Documents to the extent that they relate to such Series and, where applicable, over any segregated bank accounts opened by the Issuer in respect of such Series (the "**Issuer Security**").

In respect of any Series, by granting the Issuer Security to the Trustee for the benefit of the Issuer Secured Creditors, the rights of the Noteholders and the other Issuer Secured Creditors to the Issuer Security in respect of such Series rank first in priority to other creditors (including any affiliates of the Issuer) in the event of a default or an insolvency or insolvency related event of the Issuer. The rights of the Noteholders and the other Issuer Secured Creditors will not be affected by the insolvency or an insolvency related event of any other entity affiliated to the Issuer.

The rights of the Noteholders and the other Issuer Secured Creditors are also subject to an intercreditor deed dated 24 February 2017 between the Issuer and the Trustee (the "**Intercreditor Deed**").

THE BORROWER SECURITY STRUCTURE

Where a Borrower Loan is secured, under a deed of charge to be entered into between a Borrower and the Issuer (each a "**Borrower Deed of Charge**"), the obligations of the Borrower in respect of

a Borrower Loan will be secured in favour of the Issuer by fixed and floating charges over the property, undertaking and assets of the Borrower (the "**Borrower Security**").

Each Borrower Deed of Charge will contain customary representations and warranties from the Borrower to the Issuer, including, without limitation, representations and warranties as to the ownership by the Borrower of its assets, that such assets are free from other security, that there are no adverse claims against such assets, that the Borrower has complied with all relevant laws in respect of those assets and that the security being granted under the Borrower Deed of Charge is enforceable.

TRANSACTION PARTIES

Issuer Dover Harcourt PLC, incorporated in England with registered number 10537069 and registered office at 1 Bedford Row, London WC1R 4BZ.

Trustee Truva Services Limited (formerly known as GRM Law Trustees Limited) (the "**Trustee**") will act as trustee for and on behalf of the holders of the Notes pursuant to a Trust Deed (the "**Trust Deed**") dated 24 February 2017 between the Note Trustee and the Issuer and will act as security trustee and hold on trust for itself and the other Issuer Secured Creditors the security granted by the Issuer pursuant to each Issuer Deed of Charge.

Paying Agent Avenir Registrars Limited will act as paying agent (the "**Paying Agent**") pursuant to a paying agency agreement (the "**Agency Agreement**") dated 24 February 2017 between the Paying Agent, the Trustee, the Registrar and the Issuer.

The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of the Paying Agent and to appoint a successor Paying Agent.

Registrar and Transfer Agent Avenir Registrars Limited will act as registrar and transfer agent (the "**Registrar**") pursuant to the Agency Agreement dated 24 February 2017 between the Registrar and the Issuer.

Servicer and Calculation Agent Bedford Row Capital Advisers Limited with its registered office of 1 Bedford Row, London, WC1R 4BZ will act as servicer (the "**Servicer**") and the calculation agent (the "**Calculation Agent**") pursuant to a servicer agreement (the "**Servicer Agreement**") dated 24 February 2017. The Calculation Agent in relation to any Series of Notes and in relation to any determination or calculation specified in the Conditions will act as calculation agent of the Issuer for the purpose of making such determinations or calculations in accordance with the Conditions.

The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of the Servicer and the Calculation Agent and to appoint a successor Servicer and Calculation Agent. The Servicer and the Calculation Agent may delegate their functions in accordance with the Servicer Agreement.

The Servicer and Calculation Agent also acts as originator to the Issuer and established the Issuer for the purposes of the Programme.

Bedford Row Capital Advisers Limited's ("**BRCA**") core management team includes professionals whose background and expertise span broad areas within the financial and asset management sectors. The management team's specialist experience includes accounting, financial management,

investment management, debt capital and equity capital markets, legal structuring and structured finance. Founder and Chief Executive Officer, Dr Scott Levy, and Chairman, Mr Stuart Gordon, collectively hold more than 80 years of experience in financial and asset management.

BRCA also offers a full suite of professional administrative functions from offices in London and Tallinn.

BRCA benefits from a professional team which has dealt with more than 1,800 note issuances and services 50 clients globally including more than 15 listed companies.

BRCA's senior management is comprised of the following individuals:

Dr Scott A. Levy is the founder of BRCA, age 54. Dr Levy has nearly 30 years' experience across a wide range of products including life insurance bonds, equity derivatives, funds, securitisation and debt capital markets. Dr Levy is a Senior Member of Wolfson College, Cambridge and a member of the College's Endowment Investment Committee as well as a visiting lecturer at the Estonian Business School and outside member of the thesis review committee.

Mr Stuart Gordon is Chairman of the Board of Directors of BRCA, age 70. Stuart Gordon is a qualified actuary with more than 50 years' experience in virtually all aspects of financial services, especially investment management. Stuart founded and managed the growth of Escher UK Asset Management providing asset management services to pension funds and built assets under management to nearly £1 billion before selling it in 2005 and becoming a professional pension scheme and security trustee and subsequently co-founding BRCA.

Ms Anette Mürisep is the Head of Financial Control of BRCA, age 27. Anette is part of the senior management team and is also in charge of the Financial Control Department. Her career spans more than 9 years of varied financial experience including financial audits of listed SPVs (audit planning and preparation, ongoing queries, preparation and timely issuance of annual reports etc.), financial control procedures on client onboarding and risk assessment, client contract performance monitoring and asset control, stakeholder reporting, timely and accurate coupon payments to investors, client related queries and reconciliations, review of company's financial statements and financial analysis, developing and maintaining corporate governance, operational and control procedures, employee monitoring and hiring. Before joining BARCA in May 2018, Anette served as senior Consultant in the Assurance Department at Ernst and Young.

Ms Alja Ivanova is the Head of Finance at BRCA, age 29. Alja manages BRCA's finances, including monitoring cash balances, forecasts and financial and tax strategies. Prior to BRCA, Alja spent eleven years in finance and business development leadership roles.

ELIGIBILITY CRITERIA FOR SECURED ASSETS

Each Secured Asset (other than a Borrower Deed of Charge) must satisfy the following "**Secured Asset Eligibility Criteria**":

- (a) it is an obligation that is secured by assets of the obligor or guarantor thereof (if and to the extent security over such assets is permissible under applicable law (save in the case of assets so numerous or diverse that the failure to take such security is consistent with reasonable secured lending practices) and such security is granted under English law or the law of the jurisdiction where that asset is located;
- (b) it is denominated in either Sterling, Euro or United States Dollars;
- (c) it is an obligation in respect of which (i) payments will not be subject to withholding tax imposed by any jurisdiction including where this is pursuant to the operation of an applicable tax treaty subject to the completeness of any procedural formalities or (ii) the obligor is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding on an after-tax basis;
- (d) it is an obligation that pays interest and principal at a rate and frequency which, when aggregated with all other Secured Assets of a Series, produces funds to the Issuer sufficient to service any payments due and payable on the Notes of that Series;
- (e) it is not an obligation in respect of which interest payments are scheduled to decrease;
- (f) it is neither an equity security nor is it convertible into equity;
- (g) it will not result in the imposition of stamp duty or stamp duty reserve tax payable by the Issuer;
- (h) it must require the consent of the Issuer, or where the Issuer is in a syndicate of lenders the consent of a majority of at least 75% of such lenders, for any change in the principal repayment profile or interest applicable on such obligation, for the avoidance of doubt, excluding any changes originally envisaged;
- (i) it is capable of being, and will be, the subject of a security interest in favour of the Trustee;
- (j) it will not result in the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer other than those (i) which may arise at its option; or (ii) which are fully secured; or (iii) which are subject to limited recourse provisions; or (iv) which may arise as a result of an undertaking to participate in a financial restructuring where such undertaking is contingent upon the redemption in full of such Secured Asset on or before the time by which the Issuer is obliged to enter into the restructuring and where the restructured Secured Asset satisfies the Secured Asset Eligibility Criteria; and
- (k) it has a maturity that is not later than the latest Maturity Date of all Notes outstanding.

The Servicer will ensure that the Secured Assets will satisfy the Secured Asset Eligibility Criteria. The subsequent failure of any Secured Asset to satisfy any of the Secured Asset Eligibility Criteria shall not prevent any obligation which would otherwise be a Secured Asset from being a Secured Asset so long as such obligation satisfied the Secured Asset Eligibility Criteria when the Issuer entered into or acquired the Secured Asset.

PRICING SUPPLEMENT AND DRAWDOWN PARTICULARS

In this section the expression "necessary information" means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme the Issuer has included in this Listing Particulars all of the necessary information except for information relating to the Notes which is not known at the date of this Listing Particulars and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Listing Particulars and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Pricing Supplement or in a Drawdown Particulars.

For a Tranche of Notes which is the subject of Pricing Supplement, those Pricing Supplement will, for the purposes of that Tranche only, complete this Listing Particulars and must be read in conjunction with this Listing Particulars. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Pricing Supplement are the Conditions described in the relevant Pricing Supplement as completed by the relevant Pricing Supplement.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Particulars will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Particulars. In the case of a Tranche of Notes which is the subject of a Drawdown Particulars, each reference in this Listing Particulars to information being specified or identified in the relevant Pricing Supplement shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Particulars unless the context requires otherwise.

Each Drawdown Particulars will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) by a listing particulars which incorporates all or part of this Listing Particulars.

In circumstances where such Borrower Loan or Financial Collateral Asset is secured against real property to a material extent any issuance of the relevant Notes will be by way of Drawdown Particulars (see "*Pricing Supplement and Drawdown Particulars*" on page 22).

FORMS OF THE NOTES

Each Tranche of Notes will be in the form of either individual note certificates in registered form ("**Individual Note Certificates**") or a global note in registered form (a "**Global Registered Note**"), in each case as specified in the relevant Pricing Supplement.

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in cooperation with market participants and that Notes to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the euro (the "**Eurosystem**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2010 and that registered debt securities in global registered form held through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Whether or not the Notes are intended to be held in a manner which would allow Eurosystem eligibility will be set out in the relevant Pricing Supplement. Note that the designation "Yes" in the relevant Pricing Supplement means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. Where the designation is specified as "No" in the relevant Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper and registered in the name of a nominee of one of the ICSDs acting as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

Each Global Registered Note will either be: (a) in the case of a Note which is not to be held under the New Safekeeping Structure, registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common depositary and will be exchangeable in accordance with its terms; or (b) in the case of a Note to be held under the New Safekeeping Structure, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Global Registered Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg and will be exchangeable for Individual Note Certificates in accordance with its terms.

If the relevant Pricing Supplement specifies the form of Notes as being "Individual Note Certificates", then the Notes will at all times be in the form of Individual Note Certificates issued to each Noteholder in respect of their respective holdings.

If the relevant Pricing Supplement specifies the form of Notes as being "Global Registered Note exchangeable for Individual Note Certificates", then the Notes will initially be in the form of a Global Registered Note which will be exchangeable in whole, but not in part, for Individual Note Certificates:

1. on the expiry of such period of notice as may be specified in the relevant Pricing Supplement; or
2. at any time, if so specified in the relevant Pricing Supplement; or
3. if the relevant Pricing Supplement specifies "in the limited circumstances described in the Global Registered Note", then if either of the following events occurs:
 - a. Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
 - b. if the Trustee is satisfied that, on the occasion of the next payment due in respect of the Notes of the relevant Series, the relevant Issuer or any of the Transfer and Paying Agents would be required to make any deduction or withholding from any payment in respect of such Notes which would not be required were such Notes in definitive form.

In relation to any Notes issued with a denomination of EUR100,000 (or equivalent) and integral multiples of EUR1 (or equivalent), the Global Registered Note representing such Notes shall only be exchangeable to Individual Note Certificates in the limited circumstances described above.

Whenever a Global Registered Note is to be exchanged for Individual Note Certificates, each person having an interest in a Global Registered Note must provide the Registrar (through the relevant clearing system) with such information as the Issuer and the Registrar may require to complete and deliver Individual Note Certificates (including the name and address of each person in which the Notes represented by the Individual Note Certificates are to be registered and the principal amount of each such person's holding).

Whenever the Global Registered Note is to be exchanged for Individual Note Certificates, the Issuer shall procure that Individual Note Certificates will be issued in an aggregate principal amount equal to the principal amount of the Global Registered Note within five business days of the delivery, by or on behalf of the registered holder of the Global Registered Note to the Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of the Global Registered Note at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Trust Deed and the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled to the Agency Agreement and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Individual Note Certificate will be endorsed on that Individual Note Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Pricing Supplement which completes those terms and conditions.

The terms and conditions applicable to any Global Registered Note will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

CREST AND CREST DEPOSITARY INTERESTS

If so specified in the applicable Pricing Supplement, investors may also hold interests in the Notes through CREST either directly or through the issuance of CREST Depository Interests. See "*Book-Entry Clearing Systems*" for more information.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Pricing Supplement, will be endorsed on each Note in definitive form issued under the Programme. Subject to this, to the extent permitted by applicable law and/or regulation, the Pricing Supplement in respect of any Tranche of Notes may complete any information in this Listing Particulars.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "*Summary of Provisions Relating to the Notes while in Global Form*" below.

1. Introduction

- (a) *Programme*: Dover Harcourt PLC (the "**Issuer**") has established a Secured Note Programme (the "**Programme**") for the issuance of notes (the "**Notes**").
- (b) *Pricing Supplement*: Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a Pricing Supplement (the "Pricing Supplement") which completes these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement shall prevail.
- (c) *Trust Deed*: The Notes are constituted by, are subject to, and have the benefit of, a trust deed made with effect from 24 February 2017 (as amended and supplemented from time to time, the "**Trust Deed**") between the Issuer and Truva Services Limited (formerly known as GRM Law Trustees Limited) as trustee (the "**Trustee**", which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed).
- (d) *Deed of Charge*: Under a deed of charge made with effect from 24 February 2017 between the Issuer and the Trustee (as amended or supplemented from time to time, the "**Issuer Deed of Charge**"), the obligations of the Issuer under the Notes of a Series will be secured in favour of the Trustee (for the benefit of the Noteholders and the Issuer Secured Creditors (as defined below) in respect of such Series by a fixed first priority charge over all of its rights in respect of the Secured Assets and the Transaction Documents to the extent that they relate to such Series and, where applicable, over any segregated bank accounts opened by the Issuer in respect of such Series.
- (e) *Intercreditor Deed*: The Notes have the benefit of an intercreditor deed dated 24 February 2017 between the Issuer and the Trustee (as amended or supplemented from time to time, the "**Intercreditor Deed**").
- (f) *Agency Agreement*: The Notes are the subject of an issue and paying agency agreement made with effect from 24 February 2017 (as amended or supplemented from time to time, the "**Agency Agreement**") between the Issuer, Avenir Registrars Limited as paying agent (the "**Paying Agent**", which expression includes any successor Paying Agent appointed from time to time in connection with the Notes), Avenir Registrars Limited as registrar and transfer agent (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes), the paying agents named therein (together with the Paying Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes), the transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which

expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes) and the Trustee.

- (g) *Servicer Agreement*: The Notes are the subject of a Servicer Agreement (as modified and/or supplemented and/or restated from time to time, the "**Servicer Agreement**") dated 24 February 2017 and made between the Issuer and Bedford Row Capital Advisers Limited as servicer (the "**Servicer**", which expression shall include any successor servicer). In these Conditions references to the "**Agents**" are to the Paying Agents, the Registrar, the Transfer Agents, the Servicer and the Calculation Agent and any reference to an "**Agent**" is to any one of them.
- (h) *The Notes*: The Notes will be issued in registered form. Pursuant to the Issuer's Articles of Association, the execution by the Issuer of any Individual Note Certificates (as defined below) representing Notes issued under the Programme will be under hand and not under seal. All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Pricing Supplement. Copies of the relevant Pricing Supplement are available for viewing at the registered office of the Trustee and the Specified Office of the Paying Agent.
- (i) *Summaries*: Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement and are subject to their detailed provisions. Noteholders and the holders of the related interest coupons, if any; (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of and are entitled to the benefit of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. Copies of the Trust Deed and the Agency Agreement are available for inspection by Noteholders and Couponholders during normal business hours at the Specified Offices of each of the Agents, the initial Specified Offices of which are set out below. The Trustee acts for the benefit of the Noteholders and the Couponholders in accordance with the provisions of the Trust Deed.

2. Interpretation

- (a) *Definitions*: In these Conditions the following expressions have the following meanings:
 - "**Accrual Yield**" has the meaning given in the relevant Pricing Supplement;
 - "**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Pricing Supplement;
 - "**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Pricing Supplement;
 - "**Borrower**" means each borrower party to a Borrower Loan Agreement;
 - "**Borrower Deed of Charge**" means each deed of charge entered into between the Issuer and a Borrower under which the obligations of each Borrower in respect of a Borrower Loan will be secured in favour of the Issuer;
 - "**Borrower Loan**" means a loan advanced by the Issuer to a Borrower pursuant to a Borrower Loan Agreement;
 - "**Borrower Loan Agreement**" means each loan agreement entered into between the Issuer and a Borrower;
 - "**Business Day**" means:
 - (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means Bedford Row Capital Advisers Ltd or such other Person specified in the relevant Pricing Supplement as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Pricing Supplement;

"**Calculation Amount**" has the meaning given in the relevant Pricing Supplement;

"**Coupon Sheet**" means, in respect of a Note, a coupon sheet relating to the Note;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

- (i) if "**Actual/Actual (ICMA)**" is so specified, means:

- (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
- (B) where the Calculation Period is longer than one Regular Period, the sum of:
- (x) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (y) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (vi) if "**30/360**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M₂**" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30";

- (vii) if "30E/360" or "Eurobond Basis" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30; and

- (viii) if "30E/360 (ISDA)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"Early Redemption Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

"Early Termination Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, these Conditions or the relevant Pricing Supplement;

"EURIBOR" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

"euro" means the single currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro as amended;

"Extraordinary Resolution" has the meaning given in the Trust Deed;

"Final Redemption Amount" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Pricing Supplement;

"Financial Collateral Assets" means financial assets including, without limitation, (a) cash and (b) debt securities.

"First Interest Payment Date" means the date specified in the relevant Pricing Supplement;

"Fitch" means Fitch Ratings Ltd or any successor thereof;

"Fixed Coupon Amount" has the meaning given in the relevant Pricing Supplement;

"Holder" has the meaning given in Condition 3(d) (*Form, Denomination and Title - Title to Notes*);

"Indebtedness" means any indebtedness for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"Interest Commencement Date" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

"Interest Determination Date" has the meaning given in the relevant Pricing Supplement;

"Interest Payment Date" means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"ISDA Definitions" means the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Pricing Supplement, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.);

"Issuer Secured Creditors" means each of (a) the Noteholders, (b) the Couponholders, (c) the Trustee, and (d) the Agents;

"Issue Date" has the meaning given in the relevant Pricing Supplement;

"LIBOR" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the London interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic LIBOR rates can be obtained from the designated distributor);

"Margin" has the meaning given in the relevant Pricing Supplement;

"Maturity Date" has the meaning given in the relevant Pricing Supplement;

"Maximum Redemption Amount" has the meaning given in the relevant Pricing Supplement;

"Minimum Redemption Amount" has the meaning given in the relevant Pricing Supplement;

"Moody's" means Moody's Investor Services Limited or any successor thereof;

"Noteholder" has the meaning given in Condition 3(d)(*Form, Denomination and Title - Title to Notes*);

"Optional Redemption Amount (Call)" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Pricing Supplement;

"Optional Redemption Amount (Put)" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Pricing Supplement;

"Optional Redemption Date (Call)" has the meaning given in the relevant Pricing Supplement;

"Optional Redemption Date (Put)" has the meaning given in the relevant Pricing Supplement;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency provided, however, that in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"Put Option Notice" means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Put Option Receipt" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Quotation Time" has the meaning given in the relevant Pricing Supplement;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Pricing Supplement;

"Redemption Margin" has the meaning given in the relevant Pricing Supplement;

"**Reference Banks**" means four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"**Reference Date**" will be set out in the relevant notice of redemption;

"**Reference Price**" has the meaning given in the relevant Pricing Supplement;

"**Reference Rate**" means EURIBOR or LIBOR as specified in the relevant Pricing Supplement in respect of the currency and period specified in the relevant Pricing Supplement;

"**Register**" means the register maintained by the Registrar in respect of the Notes in accordance with the Agency Agreement;

"**Regular Period**" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" has the meaning given in the relevant Pricing Supplement;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Pricing Supplement;

"**Reserved Matter**" means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"**Secured Assets**" means the Borrower Loans, the Financial Collateral Assets and each Borrower Deed of Charge.

"**Security**" means any Security Interest created, evidenced or conferred by or under the Trust Deed and the Issuer Deed of Charge;

"**Security Interest**" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

"**Secured Liabilities**" means all present and future moneys, debts and liabilities due, owing or incurred by the Issuer to the Issuer Secured Creditors;

"**Specified Currency**" has the meaning given in the relevant Pricing Supplement;

"**Specified Denomination(s)**" has the meaning given in the relevant Pricing Supplement;

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" has the meaning given in the relevant Pricing Supplement;

"**Standard & Poor's**" means Standard & Poor's Rating Services or any successor thereof;

"**Subsidiary**" means, in relation to the Issuer, any company:

- (i) in which the Issuer holds a majority of the voting rights; or
- (ii) of which the Issuer is a member and has the right to appoint or remove a majority of the board of directors; or
- (iii) of which the Issuer is a member and controls a majority of the voting rights, and includes any company which is Subsidiary of a Subsidiary of the Issuer.

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**TARGET Settlement Day**" means any day on which TARGET2 is open for the settlement of payments in euro;

"**Transaction Documents**" means the Trust Deed, the Issuer Deed of Charge, the Agency Agreement, the Intercreditor Deed and the Servicer Agreement;

"**Treaty**" means the Treaty establishing the European Communities, as amended; and

"**Zero Coupon Note**" means a Note specified as such in the relevant Pricing Supplement.

(b) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (iii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iv) references to Notes being "outstanding" shall be construed in accordance with the Trust Deed;
- (v) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such

meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes; and

- (vi) any reference to the Trust Deed or the Agency Agreement shall be construed as a reference to the Trust Deed or the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes.

3. Form, Denomination and Title

- (a) *Notes:* Notes are in the Specified Denomination(s), which may include a minimum denomination specified in the relevant Pricing Supplement and higher integral multiples of a smaller amount specified in the relevant Pricing Supplement.
- (b) *Title to Notes:* The Registrar will maintain the register in accordance with the provisions of the Agency Agreement. A certificate (each, an "**Individual Note Certificate**") will be issued to each Holder of Notes in respect of its registered holding. Each Individual Note Certificate will be numbered serially with an identifying number which will be recorded in the Register. "**Holder**" means the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Noteholder**" shall be construed accordingly.
- (c) *Ownership:* The Holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the Individual Note Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such Holder. No Person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.
- (d) *Transfers of Notes:* Subject to paragraphs (g) (Closed periods) and (h) (Regulations concerning transfers and registration) below and to the conditions set forth in the Agency Agreement, a Note may be transferred upon surrender of the relevant Individual Note Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; provided, however, that a Note may not be transferred unless the principal amount of Notes transferred and (where not all of the Notes held by a Holder are being transferred) the principal amount of the balance of Notes not transferred are Specified Denominations. Where not all the Notes represented by the surrendered Individual Note Certificate are the subject of the transfer, a new Individual Note Certificate in respect of the balance of the Notes will be issued to the transferor.
- (e) *Registration and delivery of Individual Note Certificates:* Within five business days of the surrender of an Individual Note Certificate in accordance with paragraph (f) (Transfers of Notes) above, the Registrar will register the transfer in question and deliver a new Individual Note Certificate of a like principal amount to the Notes transferred to each relevant Holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant Holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant Holder. In this paragraph, "business day" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (f) *No charge:* The transfer of a Note will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or

(as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.

- (g) *Closed periods*: Noteholders may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Notes.
- (h) *Regulations concerning transfers and registration*: All transfers of Notes and entries on the Register are subject to the detailed regulations concerning the transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar.

4. Status and Application of Moneys

- (a) *Status*: The Notes and Coupons constitute secured obligations of the Issuer which will at all times rank *pari passu* and without preference among themselves.
- (b) *Application of Moneys*: All moneys received by the Trustee in respect of the Notes or recovered by the Trustee or any Receiver following the enforcement of the Security despite any appropriation of all or part of them by the Issuer (including any moneys which represent principal or interest in respect of Notes or Coupons which have become void under the Conditions) shall be held by the Trustee on trust to apply them in the following order of priority pursuant to the terms of the Trust Deed:
 - (i) first, in or towards satisfaction of (x) the costs, expenses, fees or other remuneration and indemnity payments (if any) and any other amounts incurred by the Trustee in preparing and executing the trusts and performing any obligations under the Transaction Documents; (y) the costs, expenses, fees or other remuneration and indemnity payments (if any) and any other amounts payable to any Receiver, including in the case of either the Trustee or a Receiver the costs of enforcing and/or realising any Security;
 - (ii) second, in or towards satisfaction of the costs, expenses, fees or other remuneration and indemnity payments (if any) and any other amounts payable to the Agents under the Transaction Documents;
 - (iii) third, in or towards payment of all arrears of interest remaining unpaid in respect of the Notes or Coupons and all principal moneys due on or in respect of the Notes; and
 - (iv) fourth, the balance (if any) in payment to the Issuer.

5. Security and Covenants

- (a) *Grant of Security*: In relation to each Series, the Trustee, the Noteholders and the other Issuer Secured Creditors of such Series will share in the benefit of the Security granted in respect of such Series. The Security is granted by the Issuer under the Trust Deed and the Issuer Deed of Charge in the favour of the Trustee, on trust for and on behalf of itself, the Noteholders and the other Issuer Secured Creditors on the terms of the Trust Deed and the Issuer Deed of Charge, as security for the Secured Liabilities.
- (b) *Security*: The Security in relation to a Series comprises of:
 - (i) an assignment by way of first fixed security of all of its right, title, benefit and interest, present and future, in, to and under each of the Transaction Documents to the extent that they relate to such Series;
 - (ii) an assignment by way of first fixed security of all of its right, title, benefit and interest, present and future, in, to and under each Borrower Loan Agreement, each Borrower Deed of Charge and each Financial Collateral Asset relating to such Series;

- (iii) a first fixed charge of all monies from time to time standing to the credit of any segregated bank account with any bank, financial institution or other person opened in respect of such Series, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (iv) a first fixed charge of all its rights in respect of each Transaction Document, each Borrower Loan Agreement, each Borrower Deed of Charge and each Financial Collateral Asset, in each case relating to such Series, to the extent not effectively assigned under Condition 5(b)(i) or (ii) above; and
- (v) a floating charge of all monies from time to time standing to the credit of any segregated bank account with any bank, financial institution or other person opened in respect of such Series, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest) and a floating charge of all its rights in respect of each Transaction Document, each Borrower Loan Agreement, each Borrower Deed of Charge and each Financial Collateral Asset, in each case relating to such Series, in each case to the extent not effectively assigned under Condition 5(b)(i) or (ii) above or charged under 5(b)(iii) or (iv) above.

6. Fixed Rate Note Provisions

- (a) *Application:* This Condition 6 is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6(b) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. Floating Rate Note Provisions

- (a) *Application:* This Condition 7 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.
- (b) *Accrual of interest:* The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).
- (c) *Screen Rate Determination:* If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and determine the arithmetic mean of such quotations; and
 - (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes

during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

- (d) *Alternative Reference Rates:* If Alternative Reference Rates is specified as applicable in the relevant Final Terms and notwithstanding the provisions of Condition 7(c) (*Screen Rate Determination*), if the Issuer (in consultation with the Calculation Agent) determines that the Reference Rate specified in the relevant Final Terms has ceased to be published on the Relevant Screen Page as a result of such Reference Rate ceasing to be calculated or administered, then the following provisions shall apply:
- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine an alternative rate (the "**Alternative Reference Rate**") and an alternative screen page or source (the "**Alternative Relevant Screen Page**") no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**IA Determination Cut-off Date**") for the purposes of determining the Rate of Interest applicable to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 7(d));
 - (ii) the Alternative Reference Rate shall be such rate as the independent adviser determines has replaced the relevant Reference Rate in customary market usage for the purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines in its sole discretion is most comparable to the relevant Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate;
 - (iii) if the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by it fails to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date, then the Issuer (in consultation with the Calculation Agent and acting in good faith and a commercially reasonable manner) shall determine which (if any) rate has replaced the relevant Reference Rate in customary market usage for purposes of determining floating rates of interest in respect of Eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Reference Rate, and the Alternative Reference Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Reference Rate; provided, however, that if this Condition 7(d)(iii) applies and the Issuer is unable to determine an Alternative Reference Rate and Alternative Relevant Screen Page prior to the Interest Determination Date relating to the next Interest Period, the Rate of Interest applicable to such Interest Period shall be equal to the sum of the Margin and the rate last determined in relation to the Notes in respect of a preceding Interest Period;
 - (iv) if an Alternative Reference Rate and Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Alternative Reference Rate and Alternative Relevant Screen Page shall be the Reference Rate and the Relevant Screen Page in relation to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 7(d));
 - (v) if the Independent Adviser or, in accordance with Condition 7(d)(iii) above, the Issuer determines an Alternative Reference Rate in accordance with the above provisions, the Independent Adviser or the Issuer (as the case may be) may also, following consultation with the Calculation Agent, specify changes to the Relevant

Time, Relevant Financial Centre, Reference Banks, Relevant Number of Quotations, Leading Banks, Day Count Fraction, Business Day Convention, Business Days and/or Interest Determination Date applicable to the Notes, and the method for determining the Rate of Interest in relation to the Notes if the Alternative Reference Rate is not available, or fewer than the required number of rates appear, on the Alternative Relevant Screen Page at any time, in order to follow market practice in relation to the Alternative Reference Rate, and shall also specify any other changes (including to the Margin) which the Issuer, following consultation with the Independent Adviser (where appointed), determines in good faith are reasonably necessary to ensure the proper operation and comparability to the Reference Rate of the Alternative Reference Rate, which changes shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 7(d)) and, for the avoidance of doubt, the Trustee shall, at the direction and expense of the Issuer, and having received a certificate from the Issuer, signed by two Authorised Signatories, confirming that the Issuer or the Independent Adviser has made the relevant determinations in accordance with this Condition 7(d) and attaching the proposed amendments to the Conditions to effect such amendments to the Conditions together with such consequential amendments to the Trust Deed and Agency Agreement as the Trustee may deem appropriate in order to give effect to this Condition 7(d) and the Trustee shall not be liable to any person for any consequences thereof, save as provided in the Trust Deed. No consent of the Holders of the Notes of the relevant Series or of the Holders of the Coupons appertaining thereto shall be required in connection with effecting the Alternative Reference Rate, Alternative Relevant Screen Page or such other changes, including for the execution of any documents or the taking of other steps by the Trustee, the Issuer or any of the parties to the Agency Agreement (if required)). The Trustee shall not be obliged to agree to any amendments which in the sole opinion of the Trustee would have the effect of (A) exposing the Trustee to any liabilities against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (B) increasing the obligations or duties, or decreasing the rights or protection, of the Trustee in the documents to which it is a party and/or these Conditions; and

- (vi) the Issuer shall promptly following the determination of any Alternative Reference Rate and Alternative Relevant Screen Page give notice thereof and of any changes pursuant to Condition 7(d)(v) to the Trustee, the Principal Paying Agent, the Calculation Agent and the Noteholders (in accordance with Condition 20 (Notices)).
- (e) *ISDA Determination*: If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;
 - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement; and

- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Pricing Supplement.
- (f) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the applicable Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.
- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- (h) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the fourth London Business Day thereafter. Notice thereof shall also promptly be given to the Noteholders. For the purposes of this paragraph (g) the expression "**London Business Day**" means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in London. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- (i) *Notifications etc.:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (in the absence of wilful default) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- (j) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 7 by the Calculation Agent or the Trustee, as the case may be, shall (in the absence of manifest error) be binding on the Issuer, the Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default) no liability to the Issuer, the

Noteholders or the Couponholders shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

8. Zero Coupon Note Provisions

- (a) *Application:* This Condition 8 is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Pricing Supplement as being applicable.
- (b) *Late payment on Zero Coupon Notes:* If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. Redemption and Purchase

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).
- (b) *Redemption for tax reasons:* The Notes may be redeemed at the option of the Issuer in whole, but not in part:
 - (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Pricing Supplement as being applicable); or
 - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders, the Trustee and the Paying Agent (which notice shall be irrevocable), at their Early Redemption Amount, together with interest accrued (if any) to the date fixed for redemption, if, immediately before giving such notice, the Issuer satisfies the Trustee that:

- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11 (Taxation) as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (A) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or

- (B) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (a) if the Trustee so requests, an opinion of independent legal advisers to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment, and (b) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

The Trustee shall be entitled to accept without liability such opinion and/ or such certificate as sufficient evidence of the satisfaction of the circumstances set out above, in which event it shall be conclusive and binding on the Noteholders and Couponholders.

Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

- (c) *Redemption at the option of the Issuer:* If the Call Option is specified in the relevant Pricing Supplement as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date (Call) on the Issuer's giving not less than 30 nor more than 60 days' notice to the Noteholders, the Trustee and the Paying Agent, or such other period(s) as may be specified in the relevant Pricing Supplement, (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call)) at the applicable amount specified in the relevant Pricing Supplement (together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date) being the Optional Redemption Amount (Call).

On the date specified for redemption in the notice given by the Issuer, the Issuer shall redeem the Notes as specified in the notice in accordance with this Condition 9(c).

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 9(c) by the Paying Agent, shall (in the absence of manifest error), be binding on the Issuer, the Paying Agent, the Trustee, the Paying Agents, the Registrar (if applicable) and all Noteholders and Couponholders.

- (d) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption at the option of the Issuer*), each Note shall be redeemed in part in the proportion which the aggregate principal amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate principal amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Pricing Supplement as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 9(e), the holder of a Note must, not less than 30 nor more than 60 days before the relevant

Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Pricing Supplement), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(e), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall mail such Note by uninsured post to, and at the risk of, the Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice. Notes may be redeemed under this Condition 9(e) in any multiple of their lowest Specified Denomination.

- (f) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (e) above.
- (g) *Early redemption of Zero Coupon Notes*: Unless otherwise specified in the relevant Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Pricing Supplement for the purposes of this Condition 9(g) or, if none is so specified, a Day Count Fraction of 30/360, Actual 360 or Actual 365 (Fixed).

- (h) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith.
- (i) *Cancellation*: All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

10. Payments

- (a) *Principal*: Payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Global Registered Note to the Specified Office of the Paying Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Individual Note Certificates at the Specified Office of any Paying Agent.

- (b) *Interest:* Payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a Holder of a Global Registered Note to the Specified Office of the Paying Agent not later than the fifteenth day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Individual Note Certificates at the Specified Office of any Paying Agent.
- (c) *Payments subject to fiscal laws:* All payments in respect of the Notes will be subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 (inclusive) of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.
- (d) *Payments on business days:* Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Individual Note Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A Holder of a Global Registered Note shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 10 arriving after the due date for payment or being lost in the mail.
- (e) *Partial payments:* If a Paying Agent makes a partial payment in respect of any Global Registered Note, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Individual Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Individual Note Certificate.
- (f) *Record date:* Each payment in respect of a Note will be made to the person shown as the Holder in the Register at the opening of business in the place of the Registrar's Specified Office on the fifteenth day before the due date for such payment (the "**Record Date**"). Where payment in respect of a Global Registered Note is to be made by cheque, the cheque will be mailed to the address shown as the address of the Holder in the Register at the opening of business on the relevant Record Date.

11. Taxation

- (a) *Gross up:* All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, *levied*, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer

shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
 - (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, this Directive; or
 - (iii) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the EU; or
 - (iv) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days.
- (b) *Taxing jurisdiction:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the United Kingdom references in these Conditions to the United Kingdom shall be construed as references to the United Kingdom and/or such other jurisdiction.

12. Events of Default

If any of the following events occurs and is continuing, the Trustee at its discretion may and, if so requested in writing by holders of at least one-quarter of the aggregate principal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject to the Trustee having been indemnified and/or prefunded and/or provided with security to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Early Termination Amount together with accrued interest without further action or formality:

- (a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of 7 days in the case of principal and 14 days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Conditions or the Trust Deed and (except in any case where, in the opinion of the Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may agree) next following the service by the Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) if:
 - (i) any Indebtedness of the Issuer becomes due and repayable prematurely by reason of an event of default (however described); or
 - (ii) the Issuer fails to make any payment in respect of any Indebtedness on the due date for payment as extended by any applicable grace period; or

- (iii) default is made by the Issuer in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness of any other person on the due date for payment as extended by any applicable grace period,

provided that no event described in this subparagraph (c) shall constitute an Event of Default unless the relevant amount of Indebtedness or guarantee and/or indemnity given by it in relation to any Indebtedness, either alone or when aggregated (without duplication) with other amounts of Indebtedness and/or guarantee and/or indemnity given by it in relation to any Indebtedness relative to all (if any) other events specified in (i) to (iii) above which have occurred and are continuing, amounts to at least £20,000,000 (or its equivalent in any other currency).

A certificate or report by two directors of the Issuer whether or not addressed to the Trustee that in their opinion the £20,000,000 (or its equivalent in any other currency) mentioned in the proviso to (c) above has been reached may be relied upon by the Trustee without liability and without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties; or

- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of the Issuer save for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent or on terms previously approved in writing by the Trustee or by an Extraordinary Resolution; or
- (e) if the Issuer ceases to carry on all or substantially all of its business, save for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent or on terms previously approved in writing by the Trustee or by an Extraordinary Resolution, or the Issuer is unable to pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (f) if (A) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, composition, or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer in relation to the whole or a substantial part of the undertaking or its assets, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or its assets, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or its assets and (B) in any case is not being contested in good faith by the Issuer or is not discharged or stayed within 45 days; or
- (g) if the Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors) otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent or on terms previously approved in writing by the Trustee or by an Extraordinary Resolution.

13. Prescription

Claims for principal and interest on redemption in respect of the Notes shall become void unless the relevant Individual Note Certificates are surrendered for payment within ten years of the appropriate Relevant Date.

14. Replacement of Notes or Coupons

If any Note, Individual Note Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes, Individual Note Certificates or Coupons must be surrendered before replacements will be issued.

15. Trustee and Agents

- (a) Under the Trust Deed, the Trustee is entitled to be indemnified and/or secured and/or prefunded and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the Noteholders. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.
- (b) The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.
- (c) In the exercise of its trusts, rights, powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the general interests of the Noteholders as a class and will not have regard or be responsible for any consequence for individual Holders of Notes as a result of such Holders being connected in any way with a particular territory or taxing jurisdiction and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 11 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 11 (*Taxation*) pursuant to the Trust Deed.
- (d) In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.
- (e) The initial Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Pricing Supplement. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of any Agent and to appoint a successor Paying Agent or Registrar or Calculation Agent and additional or successor Paying Agents in the manner specified in the Agency Agreement; **provided, however, that:**
 - (i) the Issuer shall at all times maintain a Paying Agent and a Registrar; and

- (ii) the Issuer shall at all times maintain a paying agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC; and
 - (iii) if a Calculation Agent is specified in the relevant Pricing Supplement, the Issuer shall at all times maintain a Calculation Agent; and
 - (iv) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.
- (f) Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders.

16. Meetings of Noteholders; Modification and Waiver; Substitution

- (a) *Meetings of Noteholders:* The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer or by the Trustee and shall be convened by the Trustee upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be one or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, one or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; **provided, however, that** Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes which resolution of will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) *Modification and waiver:* The Trustee and the Issuer may, without the consent of the Noteholders, agree to any modification of the Notes, these Conditions, the Trust Deed or the Agency Agreement (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, proper to make if, in the opinion of the Trustee, such modification will not be materially prejudicial to the interests of Noteholders and to any modification of the Notes, these Conditions, the Trust Deed or the Agency Agreement which is of a formal, minor or technical nature or is to correct a manifest error.

In addition, the Trustee may, without the consent of the Noteholders or Couponholders, authorise or waive any proposed breach or breach of the Notes, these Conditions or the Trust Deed (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the Noteholders will not be materially prejudiced thereby.

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the Noteholders as soon as practicable thereafter. Any such authorisation, waiver or modification shall be binding on the Noteholders and the Couponholders.

- (c) *Substitution*: The Trust Deed contains provisions under which the Trustee may, without the consent of the Noteholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) of any other company being a Subsidiary of the Issuer as the principal debtor under the Notes, the Coupons and the Trust Deed **provided that** certain conditions specified in the Trust Deed are fulfilled.

No Noteholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder or Couponholder, except to the extent provided for in Condition 11 (*Taxation*) (or any undertaking given in addition to or substitution for it pursuant to the provisions of the Trust Deed).

The Issuer shall procure that, so long as the Notes are listed on Euronext Dublin, any material amendments or modifications to the Conditions, the Trust Deed or such other conditions made pursuant to this Condition 16(c) (*Substitution*) shall be notified to Euronext Dublin.

17. Enforcement

- (a) The Trustee may at any time, at its discretion and without notice, institute such proceedings and/or steps or action (including lodging an appeal in any proceedings) as it thinks fit to enforce its rights under the Transaction Documents or the Notes or the Coupons and, at any time after the Security has become enforceable, the Trustee may at its discretion and without notice, take such steps, actions and proceedings as it may see fit to enforce the Security, but it shall not be bound to do so unless:
- (i) it has been so requested in writing by the Holders of at least one quarter of the aggregate principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
 - (ii) it has been indemnified and/or secured and/or pre-funded to its satisfaction.
- (b) No Noteholder or Couponholder may proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.
- (c) The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

18. Further Issues

The Issuer may from time to time, without the consent of the Noteholders or Couponholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes. The Issuer may from time to time, without the consent of the Noteholders or Couponholders, incur, create or issue further secured or unsecured notes or other Indebtedness.

19. Notices

- (a) Notices to the Holders of Notes shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the fourth day after the date of mailing
- (b) The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.

20. Currency Indemnity

- (a) If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "first currency") in which the same is payable under these Conditions or such order or judgment into another currency (the "second currency") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.
- (b) This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

21. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplement), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22. Governing Law

The Notes, the Coupons, the Trust Deed, the Agency Agreement and the Servicer Agreement and any non-contractual obligations arising out of or in connection with the Notes, the Trust Deed, the Agency Agreement and the Servicer Agreement are governed by, and construed in accordance with, English law.

23. Limited Recourse and Non-Petition

- (a) All payments to be made by the Issuer in respect of the Notes of a particular Series will be made only from and to the extent of the sums received or recovered from time to time by

or on behalf of the Issuer and which are attributable to the relevant Series.

- (b) In relation to any sums received or recovered, the Issuer shall determine to which Series such sums relate and such determination shall be binding on Noteholders of all Series in the absence of manifest error.
- (c) In the event that the Issuer is unable to make or, following a request by the Trustee fails to make, the determination in Condition 23(b), such determination may be made by the Trustee or by such person as is directed by the Trustee. No liability shall attach to the Trustee as a result of such determination.
- (d) To the extent that the sums referred to in Condition 23(a) are less than the amount which the Noteholders may have expected to receive (the difference being referred to as the shortfall), such shortfall will be borne by the Noteholders.
- (e) Each Noteholder, by subscribing for and purchasing Notes, will be deemed to accept and acknowledge that it is fully aware that:
 - (i) the Noteholders shall look solely to the sums referred to in this Condition 23 as applied in accordance with the above paragraphs (the "**Relevant Sums**"), for payments to be made by the Issuer in respect of the Notes;
 - (ii) the Noteholders of any Series shall not look to the sums which are attributable to another Series in satisfaction of the obligations of the Issuer;
 - (iii) the obligations of the Issuer to make payments in respect of the Notes will be limited to the Relevant Sums and the Noteholders shall have no further recourse to the Issuer or its shareholders, directors, officers, successors or assigns in respect of the Notes;
 - (iv) without prejudice to the foregoing, any right of the Noteholders to claim payment of any amount exceeding the Relevant Sums shall be automatically extinguished; and
 - (v) the Noteholders shall not be able to petition for the winding up of the Issuer as a consequence of such shortfall.
- (f) Non-payment of any shortfall shall not constitute an Event of Default under Condition 12 (*Events of Default*).
- (g) None of the Trustee and the Agents has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes.

FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least £100,000 (or its equivalent in another currency).

Pricing Supplement dated [•]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the £400,000,000 Secured Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Listing Particulars dated 5 September 2019 [and the supplemental Listing Particulars dated [•]] which [together] constitute[s] a Listing Particulars (the "**Listing Particulars**").

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Listing Particulars. The Listing Particulars [is] [are] available for viewing [at [website]] [and] during normal business hours at [address] [and copies may be obtained from [address]].

1.	Issuer:	Dover Harcourt PLC
2.	[(i) Series Number:]	[•]
	[(ii) Tranche Number:]	[•]
	[(iii) Date on which the Notes become fungible:]	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [[•]/the Issue Date [which is expected to occur on or about [•]].]
3.	Specified Currency or Currencies:	[•]
4.	Aggregate Nominal Amount:	[up to/[•]]
	[(i) [Series]:]	[•]
	[(ii) Tranche:]	[•]
5.	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]]
6.	(i) Specified Denominations:	[•]

	(ii) Calculation Amount:	[•]
7.	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[[•]/Issue Date/Not Applicable]
8.	Maturity Date:	[•] [Interest Payment Date falling in or nearest to [•]]
9.	Interest Basis:	[[•] per cent. Fixed Rate]
		[•] [•] [EURIBOR]/[LIBOR]] +/- [•] per cent. Floating Rate]
		[Zero Coupon]
10.	Redemption/Payment Basis:	[Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.] [By reference to the relevant NAV calculation as set out below under "Final Redemption Amount of each Note" and "Early Redemption Amount of each Note".]
11.	Change of Interest or Redemption/Payment Basis:	[•]/[Not Applicable]
12.	Put/Call Options:	[Put Option]/[Not Applicable]
		[Call Option]/[Not Applicable]
13.	Date [Board] approval for issuance of Notes obtained:	[•] [and [•], respectively]
PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE		
14.	Fixed Rate Note Provisions	[Applicable/Not Applicable]
	(i) Rate[(s)] of Interest:	[•] per cent. per annum payable in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	[•] in each year up to and including the Maturity Date
	(iii) Fixed Coupon Amount[(s)]:	[•] per Calculation Amount
	(iv) Day Count Fraction:	[Actual/Actual(ICMA)][Actual/Actual(ISDA)]

		[Actual/365(Fixed)][Actual/365(Sterling)] [Actual/360][30/360][30E/360 or Eurobond Basis] [30E/360(ISDA)]
15.	Floating Rate Note Provisions	[Applicable/Not Applicable]
	(i) Interest Period(s):	[•]
	(ii) Specified Period:	[•]
	(iii) Specified Interest Payment Dates:	[Not Applicable/[•]], subject to adjustment in accordance with the Business Day Convention set out in (v) below]
	(iv) [First Interest Payment Date]:	[•]
	(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
	(vi) Additional Business Centre(s):	[Not Applicable/[•]]
	(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Paying Agent]):	[[•] shall be the Calculation Agent]
	(ix) Screen Rate Determination:	[Applicable/Not Applicable]
	• Reference Rate:	[•] [•] [EURIBOR]/[LIBOR]]
	• Interest Determination Date(s):	[•]
	• Relevant Screen Page:	[•]
	• Relevant Time:	[•]
	• Relevant Financial Centre:	[•]

	(x) Alternative Reference Rate:	[Applicable/Not Applicable]
	(xi) ISDA Determination:	[Applicable/Not Applicable]
	• Floating Rate Option:	[•]
	• Designated Maturity:	[•]
	• Reset Date:	[•]
	• ISDA Definitions:	2006
	(xii) Margin(s):	[+/-][•] per cent. per annum
	(xiii) Minimum Rate of Interest:	[•] per cent. per annum
	(xiv) Maximum Rate of Interest:	[•] per cent. per annum
	(xv) Day Count Fraction:	[Actual/Actual(ICMA)][Actual/Actual(ISDA)] [Actual/365(Fixed)][Actual/365(Sterling)] [Actual/360][30/360][30E/360 or Eurobond Basis] [30E/360(ISDA)]
16.	Zero Coupon Note Provisions	[Applicable/Not Applicable]
	(i) Accrual Yield:	[•] per cent. per annum
	(ii) Reference Price:	[•]
	(iii) Day Count Fraction:	[Actual/Actual(ICMA)][Actual/Actual(ISDA)] [Actual/365(Fixed)][Actual/365(Sterling)] [Actual/360][30/360][30E/360 or Eurobond Basis] [30E/360(ISDA)]
PROVISIONS RELATING TO REDEMPTION		
17.	Call Option	[Applicable/Not Applicable]
	(i) Optional Redemption Date(s):	
	(ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount]
	(iii) If redeemable in part:	

	(a) Minimum Redemption Amount:	[•] per Calculation Amount
	(b) Maximum Redemption Amount	[•] per Calculation Amount
	(iv) Notice period:	[•]
18.	Put Option	[Applicable/Not Applicable]
	(i) Optional Redemption Date(s):	[•]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[•] per Calculation Amount
	(iii) Notice period:	[•]
19.	Final Redemption Amount of each Note	<p>[[•] per Calculation Amount]</p> <p>[The Series [•] NAV per Note as at the most recent Valuation Date prior to the due date for the payment of the Final Redemption Amount where:</p> <p>"Series [•] NAV" means the value of the total assets of the Issuer attributable to Series [•] minus the value of the total liabilities of the Issuer attributable to Series [•] calculated on a consistent basis discounting at the appropriate rate and excluding the paid up share capital of the Issuer and the associated investment of such share capital.</p> <p>"Series [•] NAV per Note" means the Series [•] NAV, as determined by the Calculation Agent as at each Valuation Date, divided by the aggregate amount of Series [•] Notes then outstanding.</p> <p>"Valuation Date" means the [10th] Business Day of each calendar month.]</p>
20.	Early Redemption Amount	
	Early Redemption Amount(s) per Calculation Amount payable on redemption:	<p>[[•] per Calculation Amount]</p> <p>[The Series [•] NAV per Note as at the most recent Valuation Date prior to the due date for the payment of the Final Redemption Amount where:</p> <p>"Series [•] NAV" means the value of the total</p>

		<p>assets of the Issuer attributable to Series [•] minus the value of the total liabilities of the Issuer attributable to Series [•] calculated on a consistent basis discounting at the appropriate rate and excluding the paid up share capital of the Issuer and the associated investment of such share capital.</p> <p>"Series [•] NAV per Note" means the Series [•] NAV, as determined by the Calculation Agent as at each Valuation Date, divided by the aggregate amount of Series [•] Notes then outstanding.</p> <p>"Valuation Date" means the [10th] Business Day of each calendar month.]</p>
21.	Early Termination Amount	[•] per Calculation Amount
GENERAL PROVISIONS APPLICABLE TO THE NOTES		
22.	Form of Notes:	[Global Registered Note exchangeable for Individual Note Certificates on [•] days' notice/at any time/in the limited circumstances described in the Global Registered Note]
		Global Registered Note [(U.S.\$/Euro [•] nominal amount)] registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS)).]
		[CREST Depository Interests (CDIs) representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited (CREST)]
		[CREST: Global Registered Notes will be deposited with Euroclear UK & Ireland Limited in accordance with the Uncertificated Securities Regulations 2001 (SI2001 No. 3755) including any modification thereof for the time being in force (the "CREST Regulations") and the rules, regulations, procedures, facilities and requirements as defined in the CREST Regulations.]
23.	Eurosystem Eligibility:	[Yes] [No]

24.	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable/[•]]
DESCRIPTION OF THE COLLATERAL		
25.	General characteristics of each of the obligors of the Secured Assets and the economic environment:	[•]
26.	Amount of Borrower Loans:	[•]
27.	Amount of Financial Collateral Assets:	[•]
28.	Range of value of the Secured Assets:	[•]
29.	Range of loan to value ratios of Secured Assets:	[•]
30.	Range of maturity dates of the Secured Assets:	[•]
31.	Description of security backing Secured Assets:	[•][Not applicable]
32.	Legal jurisdiction of the Secured Assets:	[•]
33.	The legal nature of the Secured Assets:	[•]
34.	Method of origination of the Secured Assets	[•]
BORROWERS		
35.	Details of Borrowers:	
THIRD PARTY INFORMATION		
[[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced inaccurate or misleading.].		
Signed on behalf of Dover Harcourt PLC: By: Duly authorised		

PART B – OTHER INFORMATION

1.	(i) Listing and admission to trading	[Application has been made to Euronext Dublin by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and trading on the Global Exchange Market with effect from [•].] [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [•]] and listing on [•] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [•] and listing on [•] with effect from [•].] [Not Applicable.]
	(ii) Estimated total expenses related to admission to trading:	[•]
2.	Ratings	Ratings: The Notes to be issued [are not/have been/are expected to be] rated: [Standard & Poor's: [•]] [Moody's: [•]] [Fitch: [•]]
3.	Interests of natural and legal persons involved in the issue/offer	[Save as discussed in " <i>Subscription and Sale</i> ", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]
4.	[Fixed Rate Notes only – Yield]	
	Indication of Yield: [•]	[•]
5.	[Floating rate notes only - historic interest rates]	Details of historic [LIBOR/EURIBOR] rates can be obtained from [Reuters].]
6.	Operational information	
	ISIN code:	[•]
	Common code:	[•]
	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable][The Notes will also be made eligible for CREST via the issue of CDIs representing the Notes]
	[Intended to be held in a manner which would allow eurosystem eligibility:	[Yes][No]

7.	Distribution	
	U.S. selling restrictions:	Regulation S Compliance Category 2; [TEFRA C/TEFRA D/TEFRA not Applicable]
	Details of Settlement Agent:	[•]
8.	Name and address of any paying agents and depository agents:	[None/[•]]
9.	Name and address of any Promoters:	[•]

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used to make the Borrower Loans, acquire Financial Collateral Assets and/or make any payments required to be made pursuant to any Transaction Document.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

CLEARING SYSTEM ACCOUNTHOLDERS

In relation to any Tranche of Notes represented by a Global Registered Note, references in the Terms and Conditions of the Notes to "Noteholder" are references to the person in whose name such Global Registered Note is for the time being registered in the Register which, for so long as the Global Registered Note is held by or on behalf of a depositary or a common depositary or a common safekeeper for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or common safekeeper or a nominee for that depositary or common depositary or common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Registered Note (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the holder of such Global Registered Note and in relation to all other rights arising under such Global Registered Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Registered Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by a Global Registered Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the holder of such Global Registered Note.

CONDITIONS APPLICABLE TO GLOBAL REGISTERED NOTES

Each Global Registered Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Registered Note. The following is a summary of certain of those provisions:

1. *Payments*: All payments in respect of the Global Registered Note which, according to the Terms and Conditions of the Notes, require presentation and/or surrender of a Note, Individual Note Certificate or Coupon will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Registered Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Registered Note, the Issuer shall procure that the payment is noted in a schedule thereto or is entered pro rata in the records of Euroclear and Clearstream, Luxembourg.
2. *Payment Business Day*: In the case of a Global Registered Note, shall be, if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.
3. *Payment Record Date*: Each payment in respect of a Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Note is being held is open for business.

4. *Exercise of put option:* In order to exercise the option contained in Condition 9(e) (*Redemption at the option of Noteholders*) the holder of a Global Registered Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Paying Agent specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.
5. *Partial exercise of call option:* In connection with an exercise of the option contained in Condition 9(c) (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).
6. *Notices:* Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by a Global Registered Note and the Global Registered Note is deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. Whilst any of the Notes held by a Noteholder are represented by a Global Registered Note, notices to be given by such Noteholder may be given by such Noteholder (where applicable) through Euroclear Bank and/or Clearstream, Luxembourg, and otherwise in such manner as the Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

DESCRIPTION OF THE ISSUER

General

Dover Harcourt PLC (the "**Issuer**") was incorporated in England (registered number 10537069) on 22 December 2016 as a public limited company under the Companies Act 2006. The Issuer's registered office is 1 Bedford Row, London WC1R 4BZ. The contact telephone number for the Issuer is +44 (0)207 030 4970.

The legislation under which the Issuer operates is the Companies Act 2006.

The authorised share capital of the Issuer is 50,000 ordinary shares of £1 each. Each ordinary share is partly paid up at 0.25p. The entire issued share capital of the Issuer is owned by The Castello Trust, a discretionary trust established under the laws of England and Wales pursuant to a deed dated 24 February 2017.

Principal Activities

The Issuer's objects and purposes are unrestricted. The Issuer is a special purpose company and was established to raise money for the purposes set out in this Listing Particulars, to enter into the transactions set out herein and to issue secured securities.

Since the date of its incorporation the Issuer has issued two series of Secured Medium Term Notes as described in the section General Information below.

There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.

Directors and Secretary

The directors and secretary of the Issuer and their other principal activities are:

Name	Position in the Issuer	Position in relation to outside activities	Principal outside activities
David Raymond Davies	Director	Company Director	Al Waseelah PLC Audley Funding PLC Bahadvr Synergy Capital PLC Balise Springs PLC CP Funding 1 PLC Dover Harcourt PLC EM Acquisition II Limited Escher Marwick PLC Ethika Finance PLC GLO Capital PLC Kaeva I LTD North Polaris PLC OMNIA Bonds II PLC Porus Capital PLC Serica Finance PLC
Kevin Richard Haines	Director	Company Director	Audley Funding PLC Bahadvr Synergy Capital PLC Balise Springs PLC CP Funding 1 PLC Dover Harcourt PLC Escher Marwick PLC

			Ethika Finance PLC GLO Capital PLC OMNIA Bonds II PLC
Roger Daniel Lunn Johnson	Director	Company Director	Al Waseelah PLC Audley Funding PLC Bahadrv Synergy Capital PLC Balise Springs PLC CP Funding 1 PLC Dover Harcourt PLC Escher Marwick PLC Ethika Finance PLC GLO Capital PLC OMNIA Bonds II PLC
S.C.R Secretaries Limited	Company Secretary	Professional Company Secretary	

The business address of the above persons is 1 Bedford Row, London WC1R 4BZ.

There are no potential conflicts of interest between the private interests or other duties to third parties of the directors of the Issuer and their duties to the Issuer.

Corporate Governance

The Issuer will adopt corporate governance policies which comply with the Combined Code and the Model Code on Directors' Dealings. The Issuer is committed to the principles of corporate governance contained in the UK Corporate Governance Code issued by the Financial Reporting Council in May 2010 and which is publicly available on their website at www.frc.org.

Existing Notes

As at the date of this Listing Particulars, the Issuer has issued:

1. GBP 50,000,000 7% Fixed Rate Notes pursuant to a supplemental trust deed dated 24 February 2017 (the "**Series 2017-CI1 Notes**"); and
2. GBP 20,000,000 7.75% Fixed Rate Notes pursuant to a supplemental trust deed dated 1 November 2017 (the "**Series 2017-F2 Notes**").

Financial Information

The financial year of the Issuer ends on 31 December in each year.

The Issuer's financial statements in respect of the period ending on 31 December 2018 and 31 December 2017 are attached as Appendix 1.

Reports and accounts published by the Issuer will, when published, be available for inspection during normal office hours at its business address set out above.

The Issuer has appointed Hillier Hopkins LLP of 51 Clarendon Road, Watford, Hertfordshire WD17 1HP as its auditors. Hillier Hopkins LLP is a member of the Institute of Chartered Accountants in England and Wales. The Issuer's former auditors were MHA MacIntyre Hudson of New Bridge Street House, 30-34 New Bridge Street, London, EC4V 6BJ, a member of the Institute of Chartered Accountants in England and Wales. MHA MacIntyre Hudson audited the Issuer's financials for the period ended 31 December 2017.

Conflict of Interest

The Directors hereby confirm that there are no current conflicts of interest in respect of the Issuer or the issuance, and they are not aware of any potential conflicts of interest that will arise in the future.

BOOK-ENTRY CLEARING SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear, Clearstream, Luxembourg or CREST (together the "Clearing Systems") currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Settlement Agent, the Promoters, the Trustee, the Registrar and any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes or, in the case of CREST only, CDIs held through the facilities of any Clearing System or for maintaining, supervising or review any records relating to such beneficial ownership interests.

CREST

Notes issued under the Programme may be issued in registered form and settled and transferred through Euroclear UK & Ireland Limited (formerly known as CREST Co Limited) ("**CREST**") in accordance with the Uncertificated Securities Regulations 2001 (SI 2001/3755) (the "**Regulations**").

Investors wishing to have their Notes delivered to a CREST stock account in their own name should include their CREST details in the relevant section of the application form. Dealing in the Notes in advance of the crediting of the relevant CREST accounts will be at the risk of the person concerned.

The Registrar may decline to register a transfer of an uncertificated Note which is traded through the CREST system in accordance with the CREST rules where, in the case of a transfer to joint holders, the number of joint holders to whom uncertificated Notes is to be transferred exceeds four.

The settlement of Notes through CREST means an investor will:

1. authorise the Registrar to credit the CREST account specified with the number of Notes for which the application is accepted;
2. agree that, in the event of any difficulties or delays in the admission of the Notes to CREST or the use of CREST in relation to the issue, the Issuer and the Registrar may agree that all of the Notes should be issued in certificated form.

EUROCLEAR AND CLEARSTREAM, LUXEMBOURG

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

CREST DEPOSITORY INTERESTS

If so specified in the applicable Pricing Supplement, following the delivery of an issue of Notes into Euroclear and/or Clearstream, Luxembourg (the "**Relevant Clearing Systems**" and each a "**Relevant Clearing System**"), investors may also hold interests in the Notes through CREST through the issuance of dematerialised depository interests ("**CREST Depository Interests**" or "**CDIs**") issued, held, settled and transferred through CREST, representing interests in the relevant Notes underlying the CDIs (the "**Underlying Notes**"). CREST Depository Interests are independent securities distinct from the Notes, constituted under, and governed by, English law and transferred through CREST and will be issued by CREST Depository Limited (the "**CREST Depository**") pursuant to the global deed poll dated 25 June 2001 (as subsequently modified, supplemented and/or restated) (the "**CREST Deed Poll**").

The CDIs will represent indirect interests in the interest of CREST International Nominees Limited (the "**CREST Nominee**") in the Underlying Notes. Pursuant to the CREST Manual (as defined below), Notes held in global form by the common depository or common safekeeper may be settled through CREST, and the CREST Depository will issue CDIs. The CDIs will be independent securities distinct from the Notes, constituted under English law, and may be held and transferred through CREST.

Interests in the Underlying Notes will be credited to the CREST Nominee's account with a Relevant Clearing System and the CREST Nominee will hold such interests as nominee for the CREST Depository which will issue CDIs to the relevant CREST participants.

Each CDI will be treated by the CREST Depository as if it were one Underlying Note, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CDIs ("**CDI Holders**") any interest or other amounts received by it as holder of the Underlying Notes on trust for such CDI Holders. CDI Holders will also be able to receive from the CREST Depository notices of meetings of holders of Underlying Notes and other relevant notices issued by the Issuer.

Transfers of interests in Underlying Notes by a CREST participant to a participant of a Relevant Clearing System will be effected by cancellation of the corresponding CDIs and transfer of an interest in such Underlying Notes to the account of the relevant participant with a Relevant Clearing System.

The CDIs will have the same ISIN as the ISIN of the Underlying Notes and will not require a separate listing on the Official List.

Prospective subscribers for Notes represented by CDIs are referred to Section 3 (Crest International Manual) of the CREST Manual issued by Euroclear UK & Ireland (including the CREST International Manual dated 14 April 2008) as amended, modified, varied or supplemented from time to time (the "**CREST Manual**") which contains the form of the CREST Deed Poll to be entered into by the CREST Depository. The rights of the CDI Holders will be governed by the arrangements between CREST, the Relevant Clearing Systems and the Issuer including the CREST Deed Poll (in the form contained in Section 3 of the CREST Manual) executed by the CREST Depository. These rights may be different from those of holders of Notes which are not represented by CDIs.

If issued, CDIs will be delivered, held and settled in CREST, by means of the CREST International Settlement Links Service (the "**CREST International Settlement Links Service**"). The settlement of the CDIs by means of the CREST International Settlement Links Service has the following consequences for CDI Holders:

1. CDI Holders will not be the legal owners of the Underlying Notes. The CDIs are separate legal instruments from the Underlying Notes to which they relate and represent an indirect interest in such Underlying Notes.

2. The Underlying Notes themselves (as distinct from the CDIs representing indirect interests in such Underlying Notes) will be held in an account with a custodian. The custodian will hold the Underlying Notes through a Relevant Clearing System. Rights in the Underlying Notes will be held through custodial and depositary links through the appropriate Relevant Clearing Systems. The legal title to the Underlying Notes or to interests in the Underlying Notes will depend on the rules of the Relevant Clearing System in or through which the Underlying Notes are held.
3. Rights under the Underlying Notes cannot be enforced by CDI Holders except indirectly through the intermediary depositaries and custodians described above. The enforcement of rights under the Underlying Notes will therefore be subject to the local law of the relevant intermediary. The rights of CDI Holders to the Underlying Notes are represented by the entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Underlying Notes. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Notes in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Notes held in Relevant Clearing Systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.
4. The CDIs issued to CDI Holders will be constituted and issued pursuant to the CREST Deed Poll. CDI Holders will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST Manual and the CREST Rules (the "**CREST Rules**") (contained in the CREST Manual) applicable to the CREST International Settlement Links Service and CDI Holders must comply in full with all obligations imposed on them by such provisions.
5. Potential investors should note that the provisions of the CREST Deed Poll, the CREST Manual and the CREST Rules contain indemnities, warranties, representations and undertakings to be given by CDI Holders and limitations on the liability of the issuer of the CDIs, the CREST Depository.
6. CDI Holders may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them. The attention of potential investors is drawn to the terms of the CREST Deed Poll, the CREST Manual and the CREST Rules, copies of which are available from the CREST website at www.euroclear.com/site/public/EUI.
7. Potential investors should note that CDI Holders may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Notes through the CREST International Settlement Links Service.
8. Potential investors should note that none of the Issuer, the Settlement Agent, the relevant Promoter, the Trustee and the Paying Agents will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

TAXATION

The following is a general description of certain United Kingdom and European tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Listing Particulars and is subject to any change in law that may take effect after such date.

UNITED KINGDOM

The following applies only to persons who are the beneficial owners of Notes and is a summary of the Issuer's understanding of current United Kingdom law and published HM Revenue and Customs ("HMRC") practice in the United Kingdom relating only to United Kingdom withholding tax treatment of payments of principal and interest in respect of Notes. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future (possibly with retroactive effect). Prospective Noteholders who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.

Interest on the Notes

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. Euronext Dublin is a recognised stock exchange. Notes will be treated as listed on Euronext Dublin if they are included in the Official List and admitted to trading on Euronext Dublin. Notes to be traded on any other recognised stock exchange will be treated as listed on a recognised stock exchange if (and only if) they are admitted to trading on that exchange and they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange. Provided, therefore, that the Notes remain listed on a recognised stock exchange, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax.

Interest on the Notes may also be paid without deduction of or withholding on account of United Kingdom tax where, at the time the payment of interest is made, the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner of the interest is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on the Notes may also be paid without deduction of or withholding on account of United Kingdom tax where the maturity of the Notes is less than 365 days from the date of issue and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the

Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Other Rules Relating to United Kingdom Withholding Tax

Notes may be issued at an issue price of less than 100 per cent. of their principal amount. Any discount element on any such Notes should not be subject to any United Kingdom withholding tax pursuant to the provisions mentioned in the paragraph headed "*Interest on Notes*" above, but may be subject to reporting requirements as outlined under the paragraphs headed "*Provision of Information*" below.

Where interest has been paid under deduction of United Kingdom income tax, Noteholders who are not resident in the United Kingdom for United Kingdom tax purposes may be able to recover all or part of the tax deducted subject to an appropriate provision in any applicable double taxation treaty and the laws of the jurisdiction in which the Noteholder is resident for tax purposes.

The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the Terms and Conditions of the Notes or any related documentation. Noteholders should seek their own professional advice as regards the withholding tax treatment of any payment on the Notes which does not constitute "interest" or "principal" as those terms are understood in United Kingdom tax law.

Further United Kingdom income tax issues

Interest, discount and premium on the Notes may be subject to United Kingdom income tax or corporation tax by direct assessment even where paid without deduction or withholding for on account of United Kingdom income tax.

However, interest, discount and premium which is properly received without deduction or withholding for or on account of United Kingdom income tax will not be chargeable to United Kingdom tax in the hands of a Noteholder (other than certain trustees) who is not resident for tax purposes in the United Kingdom unless that Noteholder (i) carries on a trade, profession or vocation in the United Kingdom through a United Kingdom branch or agency or (ii) is a company carrying on a trade in the United Kingdom through a permanent establishment, in connection with which the interest, discount or premium is received or to which the Notes are attributable. In such a case, United Kingdom income tax or corporation tax may be levied on the branch, agency or permanent establishment, although there are exceptions for certain types of agent (such as some brokers and investment managers). The provisions of any applicable double tax treaty may be relevant to such a Noteholder.

Where interest or premium on the Notes has been paid under deduction of United Kingdom income tax, Noteholders who are not resident in the United Kingdom for United Kingdom tax purposes may be able to recover all or part of the tax deducted or withheld for, or on account of, United Kingdom income tax, subject to an appropriate provision in any applicable double taxation treaty and the laws of the jurisdiction in which the Noteholder is resident for tax purposes.

Provision of Information

Noteholders should note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Noteholder. In certain circumstances, the information so obtained may be passed by HMRC to the tax authorities of certain other jurisdictions.

The provisions referred to above may also apply, in certain circumstances, to payments made on redemption of any Notes which constitute "deeply discounted securities" for the purposes of

section 430 of the Income Tax (Trading and Other Income) Act 2005 (although, in this regard, HMRC published guidance for the year 2016/2017 indicates that HMRC will not exercise its power to obtain information in relation to such payments in that year).

FOREIGN ACCOUNT TAX COMPLIANCE ACT

FATCA imposes a new reporting regime and potentially a U.S. withholding tax of 30% on certain payments made by a non-U.S. financial institution (a "**foreign financial institution**" or "**FFI**" (as defined by FATCA)) to (i) any FFI that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA, and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as a "**U.S. account holder**", which can include non-U.S. entities with substantial U.S. owners, (a "**Recalcitrant Holder**"). The Issuer will be classified as an FFI.

As relevant to payments made by the Issuer, this new withholding regime will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2019. This withholding would potentially apply to all or a portion of any payments of interest or principal in respect of any Notes characterised as debt for U.S. federal tax purposes that are issued after the "**grandfathering date**", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term "foreign passthru payment" are promulgated, or which are issued on or before the grandfathering date and "materially modified" after the grandfathering date. If Notes are issued on or before the grandfathering date and additional Notes of the same series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes (including a negative impact on price).

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). Pursuant to the "Model 1" IGA released by the United States, an FFI in an IGA signatory country could be treated as a "Reporting FI" and such Reporting FI generally would not be required to withhold from any payments it makes. A Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government. The United States and the United Kingdom have entered into an IGA based largely on the Model 1 IGA.

Whilst the Notes are in global form and held by the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes and received by the ICSDs, even after the term "foreign passthru payment" is defined, given that the ICSDs have announced that they are Participating FFIs. Nevertheless, payments made to the participants in the ICSDs and thereafter to any other intermediary FFIs in the custodial chain through to the ultimate investors may constitute in whole or part foreign passthru payments (as eventually defined) which are subject to FATCA withholding, and so investors are encouraged to consider the compliance with FATCA of such participants and intermediaries and to provide them with any information, forms, or consents that may be necessary for them to make payments free of FATCA withholding. Also, it is contemplated that the Global Registered Notes may be exchanged into definitive form and so be taken out of the ICSDs. If this were to happen, a non-FATCA compliant holder or Recalcitrant Holder of a definitive Note could be subject to FATCA withholding under certain circumstances. There is no obligation on the Issuer to gross up any deduction for FATCA withholding made anywhere in the payment chain.

FATCA is particularly complex and prospective investors should consult their tax advisers on how these rules may apply to payments they receive in connection with the Notes.

THE PROPOSED FINANCIAL TRANSACTIONS TAX

The European Commission has published a proposal for a Directive for a common financial transaction tax ("**FTT**") in certain participating Member States.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

All Notes will initially be sold to Bedford Row Capital Advisers Limited as the settlement agent (the "**Settlement Agent**") and may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the Settlement Agent. Potential investors in the Notes must apply directly to the Settlement Agent through a broker or other custodian or intermediary via the appropriate clearing system (see the section "*Book-Entry Clearing Systems*"). Applications may not be made directly to the Issuer. Details of the Settlement Agent are set out in the applicable Pricing Supplement.

Notes may be offered for sale from time to time by any entity appointed as a promoter (the "**Promoters**") and listed as such in the applicable Pricing Supplement.

The Issuer has the power to appoint additional Promoters from time to time, provided the Issuer makes a Regulatory News Services announcement on the London Stock Exchange.

United States of America: Regulation S Category; TEFRA D or TEFRA C as specified in the relevant Pricing Supplement or neither if TEFRA is specified as not applicable in the relevant Pricing Supplement.

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Promoter and Settlement Agent has agreed that it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Paying Agent or the Issuer by such Promoter or the Settlement Agent (or, in the case of a sale of a Tranche of Notes to or through more than one Promoter, by each of such Promoters as to the Notes of such Tranche offered by or through it, in which case the Paying Agent or the Issuer shall notify each such Promoter when all such Promoters have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and the Settlement Agent or such Promoter will have sent to each entity to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any entity (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS REGULATION

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a "**Relevant Member State**"), each Promoter and the Settlement Agent has represented, warranted and agreed, and each further Promoter appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Listing Particulars as completed by the Pricing Supplement in relation thereto (or are the subject of the offering contemplated by a Drawdown Particulars, as the case may be) to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

1. Approved listing particulars: if the Pricing Supplement or Drawdown Particulars in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a listing particulars in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such listing particulars which is not a Drawdown Particulars has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such listing particulars or pricing supplement, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
2. *Qualified investors*: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
3. *Fewer than 150 offerees*: at any time to fewer than 150 or, if the Relevant Member State has implemented the relevant provision of the Prospectus Regulation, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Settlement Agent; or
4. *Other exempt offers*: at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (1) to (3) above shall require the Issuer or the Settlement Agent to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Regulation in that Member State, the expression "**Prospectus Regulation**" means regulation (EU) 2017/1129 (and amendments thereto, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State.

UNITED KINGDOM

Each Promoter and the Settlement Agent has represented, warranted and agreed that:

1. **No deposit-taking**: in relation to any Notes having a maturity of less than one year:
 - (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and:
 - (b) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
2. **Financial promotion**: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in

investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

3. *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

GENERAL

Each Promoter and the Settlement Agent has represented, warranted and agreed that (to the best of its knowledge and belief) it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Listing Particulars or any Pricing Supplement or any related offering material, in all cases at its own expense.

Other persons into whose hands this Listing Particulars or any Pricing Supplement comes are required by the Issuer and the Settlement Agent to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Listing Particulars or any Pricing Supplement or any related offering material, in all cases at their own expense.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in the relevant Pricing Supplement or in a supplement to this Listing Particulars.

POTENTIAL INVESTORS

Potential investors will be required to confirm that they are: (a) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**") and/or (b) high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order and/or (c) certified high net worth individuals falling within Article 48 of the Order and/or (d) sophisticated investors falling within Article 50 of the Order and/or (e) self-certified sophisticated investors falling within Article 50A of the Order, so that, in each case, section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer and/or (f) persons to whom this Listing Particulars can be sent lawfully in accordance with all other applicable securities laws.

Each potential investor who is a certified high net worth individual pursuant to Article 48 of the Order must complete the certification below under "Statement for Certified High Net Worth Individual".

Each potential investor who is a certified sophisticated investor pursuant to Article 50 of the Order must complete the certification below under "Statement for Certified Sophisticated Investor".

Each potential investor who is a self-certified sophisticated investor pursuant to Article 50A of the Order must complete the certification below under "Statement for Self-Certified Sophisticated Investor".

Statement for Certified High Net Worth Individual

I declare that I am a certified high net worth individual for the purposes of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

I understand that this means:

- (a) I can receive financial promotions that may not have been approved by a person authorised by the Financial Conduct Authority;
- (b) the content of such financial promotions may not conform to rules issued by the Financial Conduct Authority;
- (c) by signing this statement I may lose significant rights;
- (d) I may have no right to complain to either of the following:
 - (i) the Financial Conduct Authority; or
 - (ii) the Financial Ombudsman Scheme;
- (e) I may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a certified high net worth individual because **at least one of the following applies:**

- (a) I had, during the financial year immediately preceding the date below, an annual income to the value of £100,000 or more;
- (b) I held, throughout the financial year immediately preceding the date below, net assets to the value of £250,000 or more. Net assets for these purposes do not include—
 - (i) the property which is my primary residence or any loan secured on that residence;
 - (ii) any rights of mine under a qualifying contract of insurance within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; or
 - (iii) any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are), or may be, entitled.

I accept that I can lose my property and other assets from making investment decisions based on financial promotions.

I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature: _____

Date: _____

Statement for Certified Sophisticated Investor

I make this statement so that I am able to receive promotions which are exempt from the restrictions on financial promotion in the Financial Services and Markets Act 2000. The exemption relates to certified sophisticated investors and I declare that I qualify as such in relation to investments of the kind set out in the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005. I accept that the contents of promotions and other material that I receive may not have been approved by an authorised person and that their content may not therefore be subject to controls which would apply if the promotion were made or approved by an authorised person. I am aware that it is open to me to seek advice from someone who specialises in advising on this kind of investment.

Signed: _____

Date: _____

Please also supply certificate from FCA authorised person confirming that you are sufficiently knowledgeable to understand the risks associated with the type of investments being issued by

the Issuer.

Statement for Self-Certified Sophisticated Investor

I declare that I am a self-certified sophisticated investor for the purposes of the Financial Services and Markets Act (Financial Promotion) Order 2005.

I understand that this means:

- (a) I can receive financial promotions that may not have been approved by a person authorised by the Financial Conduct Authority;
- (b) the content of such financial promotions may not conform to rules issued by the Financial Conduct Authority;
- (c) by signing this statement I may lose significant rights;
- (d) I may have no right to complain to either of the following—
 - (i) the Financial Conduct Authority; or
 - (ii) the Financial Ombudsman Scheme;
- (e) I may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a self-certified sophisticated investor **because at least one of the following applies:**

- (a) I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
- (b) I have made more than one investment in an unlisted company in the two years prior to the date below;
- (c) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- (d) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1 million.

I accept that I can lose my property and other assets from making investment decisions based on financial promotions.

I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signed: _____

Date: _____

BENCHMARKS REGULATION

Interest payable under the Notes may be calculated by reference to certain benchmarks. Details of the administrators of such benchmarks, including details of whether or not, as at the date of this Listing Particulars, each such administrator's name appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the Benchmarks Regulation (the "**ESMA Benchmarks Register**") are set out below.

Benchmark	Administrator	Administrator appears on ESMA Benchmarks Register?
LIBOR	ICE Benchmark Administration Limited	No As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that ICE Benchmark Administration Limited is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)
EURIBOR	European Banking Federation	No As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that European Banking Federation is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)

GENERAL INFORMATION

AUTHORISATION

The establishment of the Programme was authorised by a resolution of the board of directors of the Issuer passed on 24 February 2017. The submission of this Listing Particulars by the Issuer was authorised by a resolution of the board of directors of the Issuer passed on 5 September 2019. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

LEGAL AND ARBITRATION PROCEEDINGS

There are not, and have not been, any governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Listing Particulars, a significant effect on the financial position or profitability of the Issuer.

SIGNIFICANT/MATERIAL CHANGE

There has been no material adverse change in the financial position or prospects of the Issuer since the date of the Issuer's last published audited financial statements.

As at the date of this Base Listing Particulars, the Issuer has issued two Series of Notes, as set out in the table below:

Series	Amount Issued	Maturity Date
2017- C11	£50,000,000	24 February 2027
2017- F2	£20,000,000	31 October 2022

DOCUMENTS ON DISPLAY

Copies of the following documents may be inspected physically in hard copy during normal business hours at the offices of the Issuer at 1 Bedford Row, London WC1R 4BZ for as long as the securities issued under this Programme are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market:

1. the constitutive documents of the Issuer;
2. the Trust Deed;
3. the Deed of Charge;
4. the Intercreditor Deed;
5. the Agency Agreement;
6. the Servicer Agreement; and
7. the financial statements of the Issuer.

MATERIAL CONTRACTS

There are no other contracts having been entered into outside the ordinary course of any of the Issuer's businesses, which are, or may be, material and contain provisions under which the Issuer has an obligation or entitlement which is, or may be, material to the ability of the Issuer to meet its obligations in respect of the Notes, except for the;

1. **The Trust Deed;** dated 24 February 2017 (as amended or supplemented from time to time) and made between Dover Harcourt plc as Issuer and Truva Services Limited (formerly known as GRM Law Trustees Limited) as Trustee;

Summary: The Notes are constituted by, are subject to, and have the benefit of the Trust Deed in an aggregate issue amount outstanding at any one time not exceeding the Programme Limit of £400,000,000 and to be constituted under the Trust Deed in separate Series from time to time, which Notes shall be secured separately and apart from the Notes of any other Series;

2. **The Deed of Charge;** dated 24 February 2017 (as amended or supplemented from time to time) and made between Dover Harcourt plc as Issuer and Truva Services Limited (formerly known as GRM Law Trustees Limited) as Trustee;

Summary: The Notes of a Series will be secured in favour of the Trustee (for the benefit of the Noteholders and the Issuer Secured Creditors in respect of such Series) by a fixed first priority charge over all of its rights in respect of the Secured Assets and the Transaction Documents to the extent that they relate to such Series and, where applicable, over any segregated bank accounts opened by the Issuer in respect of such Series;

3. **The Intercreditor Deed;** dated 24 February 2017 and made between Dover Harcourt plc as Issuer and Truva Services Limited (formerly known as GRM Law Trustees Limited) as Trustee;

Summary: The Trustee and the Issuer agree that the Secured Assets in respect of a Series shall be held separately by the Trustee in respect of each Series, that any amounts recovered by way of enforcement by the Trustee of the Secured Assets in respect of a Series shall be applied only to the relevant Series in accordance with the Priority of Payments for such Series; and the proceeds of enforcement and/or other realisations derived from the assets of the Issuer in relation to any Series shall be applied exclusively towards the Secured Liabilities of the Issuer in respect of that Series (in accordance with the Priority of Payments) and shall not be applied towards the Secured Liabilities of any other Series in any circumstances;

4. **The Issuer Administration Agreement;** dated 24 February 2017 and made between Dover Harcourt plc as Issuer, S.C.R. Secretaries Limited as Issuer Administrator and Truva Services Limited (formerly known as GRM Law Trustees Limited) as Trustee;

Summary: The Issuer appoints the Issuer Administrator to perform each of the obligations set out in the Issuer Administration Agreement applicable to it and the Issuer Administrator therein accepts such appointments with such obligations on the Issuer Administrator including, but not limited to, responsibility for the corporate administration of the Issuer, determination of the total amount of any Expenses payable during the next following Interest Period and procure the appointment of one person in the capacity of company secretary;

5. **The Servicer Agreement;** dated 24 February 2017 and made between Dover Harcourt plc as Issuer, Bedford Row Capital Advisers Limited as Servicer and Truva Services Limited (formerly known as GRM Law Trustees Limited) as Trustee;

Summary: The Issuer appoints the Servicer to perform various duties with respect to the Borrower Loans in accordance with the terms and conditions of the Servicer Agreement, such duties including, but not limited to, review Borrower Loans for compliance with applicable eligibility criteria, arrange and broker the entry into or purchase of the Borrower Loans by the Issuer, prior to any Issue Date collect from potential purchasers of Notes the

fees in respect of the costs necessarily incurred by the Issuer, make indicative pricing on an appropriate and perform such other activities as shall be agreed from time to time.

CLEARING OF THE NOTES

The Notes may be accepted for clearance through CREST. CREST is the electronic system for paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the Uncertificated Securities Regulations 2001 (SI 2001/3755). The address of CREST is Euroclear UK & Ireland, 33 Cannon Street, London EC4M 5SB.

The Notes may be accepted for clearance through Euroclear and Clearstream, Luxembourg. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Pricing Supplement. The relevant Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

If so specified in the applicable Pricing Supplement, interests in the Notes may also be held through CREST through the issuance of CDIs representing Underlying Notes. The address of CREST is Euroclear UK & Ireland, 33 Cannon Street, London EC4M 5SB.

NOTES HAVING A MATURITY OF LESS THAN ONE YEAR

Any Notes having a maturity of less than one year must (a) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (b) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.

ISSUE PRICE AND YIELD

Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the Settlement Agent at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes will be set out in the applicable Pricing Supplement. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes set out in the applicable Pricing Supplement will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

PROMOTERS AND SETTLEMENT AGENT TRANSACTING WITH THE ISSUER

Certain of the Promoters, the Settlement Agent and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

TRUSTEE'S ACTION

The Conditions and the Trust Deed provide for the Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Trustee is indemnified and/or secured and/or pre-funded to its satisfaction. It may not always be possible for the Trustee to take certain actions, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it. Where the Trustee is unable to take any action, the Noteholders are permitted by the Conditions and the Trust Deed to take the relevant action directly.

POST-ISSUANCE REPORTING

The Issuer does not intend to provide post-issuance transaction information regarding any issues of Notes or regarding the Issuer Security.

LEGAL COUNSEL - DISCLAIMER

Greenwoods GRM LLP acts as English legal counsel to the Issuer and the Trustee. Greenwoods GRM LLP is a multi-lawyer partnership and no single partner within Greenwoods GRM LLP acts for both the Issuer and the Trustee. In connection with the Issuer's offering of Notes and subsequent advice to the Issuer and the Trustee, Greenwoods GRM LLP will not be representing Noteholders or applicants. No independent legal counsel has been retained to represent the Noteholders. Greenwoods GRM LLP's representation of the Issuer is limited to specific matters as to which it has been consulted by the Issuer. There may exist other matters that could have a bearing on the Issuer as to which Greenwoods GRM LLP has not been consulted. In addition, Greenwoods GRM LLP does not undertake to monitor compliance by the Issuer of its obligations under the Notes nor does Greenwoods GRM LLP monitor ongoing compliance with applicable laws.

In connection with the preparation of this Listing Particulars, Greenwoods GRM LLP's responsibility is limited to acting as English legal counsel to the Issuer. It does not accept responsibility in relation to any other matters referred to or disclosed in this Listing Particulars. In the course of advising the Issuer, there are times when the interests of Noteholders may differ from those of the Issuer. Greenwoods GRM LLP does not represent the Noteholders' interests in resolving these issues. In reviewing this Listing Particulars, Greenwoods GRM LLP has relied upon information furnished to it by the Issuer and has not investigated or verified the accuracy and completeness of information set forth herein concerning the Issuer.

DOCUMENTS ON DISPLAY

Copies of the following documents may be inspected physically in hard copy during normal business hours at the offices of the Issuer at Dover Harcourt plc, 1 Bedford Row, London WC1R 4BZ from the date of this Listing Particulars and throughout the entire lifespan of the securities being listed on the Official List and throughout the entire lifespan of the securities being admitted to trading on the Global Exchange Market of Euronext Dublin:

1. the constitutive documents of the Issuer;
2. the Trust Deed;
3. the Deed of Charge;
4. the Intercreditor Deed;
5. the Agency Agreement; and
6. the Servicer Agreement.

The documents set out under "Documents on Display" above are incorporated into these Listing Particulars by reference.

APPENDIX 1

Dover Harcourt PLC

(Registered number: 10537069)

Annual report and audited financial statements

For the period from incorporation on 22 December 2016 to 31
December 2017



Dover Harcourt PLC

Contents of the annual report and audited financial statements

	Page
Company information	2
Strategic report	3-4
Directors' report	5
Statement of Directors' responsibilities	6
Independent auditor's report	7-8
Statement of comprehensive income	9
Statement of financial position	10
Statement of changes in equity	11
Statement of cash flows	12
Notes to the financial statements	13-23

Dover Harcourt PLC

Company information

For the period from incorporation on 22 December 2016 to 31 December 2017

Registered Number: 10537069

Directors

David Davies
Kevin Haines
Roger Johnson

Servicing agent

Bedford Row Capital Advisers Limited
1 Bedford Row
London
WC1R 4BZ

Registered office

1 Bedford Row
London
WC1R 4BZ

Company secretary

S.C.R. Secretaries Limited
1 Bedford Row
London
WC1R 4BZ

Trustee

GRM Law Trustees Limited
1 Bedford Row
London
WC1R 4BZ

Registrar

Avenir Registrars Limited
5 St John's Lane
Farringdon
London
EC1M 4BH

Auditor

MHA MacIntyre Hudson
New Bridge Street House
30-34 New Bridge Street
London
EC4V 6BJ

Banker

Metro Bank
One Southampton Row
London
WC1B 5HA

Dover Harcourt PLC

Strategic report

For the period from incorporation on 22 December 2016 to 31 December 2017

The Directors of Dover Harcourt PLC ("the Company") present their Strategic Report for the period ended 31 December 2017.

Incorporation, principal activities and business review.

The Company was incorporated on 22 December 2016 as a corporate vehicle to issue listed, transferable securities ("Notes") in series ("Series") under one or more secured note programme (the "Secured Note Programmes"). The Company uses the net proceeds of the Notes to advance loans or acquire asset-backed investments that meet the eligibility requirements as specified in the Secured Note Programme documentation. The Series will have a sponsor (the "Sponsor") which is involved in the initiation process of the Series whereby the Sponsor will fund any listing fees, expenses and associated costs.

During the period, the Company has created one Secured Note Programme and two listed securities have been issued on the Channel Islands Stock Exchange and Frankfurt Stock Exchange. The Company is established in the market and has contractual relationships with a variety of service providers for the Secured Note Programme to ensure they operate within the requirements of the various stock exchanges.

Result

The Company issued two Series Notes during the period with total proceeds of £5.3 million.

The Company has made a loss of £28,500 for the period.

No comparatives are presented as this is the Company's first period of operation.

Key performance indicators (KPIs)

The key performance indicators, as set by the management of the Company, are:

- Proceeds from Series issued: in the first period Notes with nominal value of £5.3 million were issued. This was in line with forecast and the Directors anticipate further issues in the current year.
- Cash flows in relation to each Series: the Directors are committed to making coupon payments on time and this was achieved with the coupons being due and paid on 23 August 2018, 23 February 2018 and 30 April 2018.
- Performance of service providers: the Directors are satisfied with services provided and have not needed to change providers or re-negotiate service level standards.

The Directors of the Company consistently monitor the KPIs as these affect the performance of the Company.

Future developments

The Directors anticipate no significant changes to the Company's activities and intend to issue further Notes in 2018.

Strategic report

For the period from incorporation on 22 December 2016 to 31 December 2017

Principal risks

The principal risks to the Company are as follows:

Credit risk

The Company is exposed to the risk that borrowers will not fulfil their obligations to repay amounts borrowed and interest accrued. Default risk may arise from events which are outside the Company's control.

The successful management of credit risk is central to the Company's business and the Directors regularly review the Company's credit exposure to the borrowers. The risk is mitigated by legal charge over the assets of the borrowers.

Liquidity risk

The Company is exposed to liquidity risk arising from the requirement to fund its operations and meet obligations to Note holders. Liquidity risk is the risk the Company is unable to meet liabilities as they arise from liquid resources. The Directors regularly review the Company's forecast cashflows and take a view on the ability of the borrowers to meet their commitments under the loan agreements so that they can take appropriate action to mitigate the risk that liabilities at any time are not covered by liquid resources.

Market risk

Market risk relevant to the Company is interest rate risk. The Company has no direct exposure to price risk or foreign currency risk. The Company has exposure to interest rate risk as it pays and receives interest on Notes issued and loans made. The Notes and loans are at fixed rates which mitigates exposure to movements in market interest rates.

DR Davies

.....
DAVIES, David Raymond

Director

22 June 2018

Dover Harcourt PLC

Directors' report

For the period from incorporation on 22 December 2016 to 31 December 2017

Registered Number: 10537069

The Directors present the Directors' report, together with the audited financial statements of Dover Harcourt PLC ("the Company"), for the financial period from incorporation on 22 December 2016 to 31 December 2017.

Director	Appointed	Resigned
DAVIES, David Raymond	14 February 2018	
HAINES, Kevin Richard	26 February 2018	
JOHNSON, Roger Daniel Lunn	14 February 2018	
BENJAMIN, Justin	22 December 2016	14 February 2018
EVANS, Alistair Rhys	22 December 2016	5 February 2018

Going concern

The Directors intend that the Company will continue to raise financing through Secured Note Programme to generate borrowing facilities for the business and support investment opportunities, and that this activity will generate sufficient resources to enable the Company to meet its liabilities as they fall due. Accordingly, the financial statements are prepared on the going concern basis.

Statement as to disclosure of information to auditor

So far as the Directors are aware, there is no relevant audit information (as required by Section 418 of the Companies Act 2006) of which the Company's auditor is unaware, and the Directors have taken all the steps that they ought to have taken as Directors in order to make themselves aware of any relevant audit information and to establish that the Company's auditor is aware of that information.

Auditor

The auditor, MHA MacIntyre Hudson, was appointed during the period and will be ratified at the Annual General Meeting approving these financial statements.

DR Davies

.....
DAVIES, David Raymond

Director

22 June 2018

Directors' report

For the period from incorporation on 22 December 2016 to 31 December 2017

The Directors are responsible for preparing the strategic report, Directors' report and the financial statements in accordance with applicable law and regulations.

Company law requires the Directors to prepare financial statements for each financial year. Under that law the Directors have elected to prepare the financial statements in accordance with United Kingdom Accounting Standards, including FRS 102 'The Financial Reporting Standard applicable in the United Kingdom and Republic of Ireland' and applicable law. Under company law the Directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Company at the end of the period and of the profit or loss for the period then ended.

In preparing the financial statements, the Directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- follow applicable United Kingdom accounting standards, subject to departures disclosed and explained in the financial statements; and
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The Directors are responsible for keeping adequate accounting records which disclose with reasonable accuracy at any time the financial position of the Company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Independent Auditor's Report to the Members of Dover Harcourt PLC

Opinion

We have audited the financial statements of Dover Harcourt PLC (the 'Company') for the period ended 31 December 2017 which comprise the statement of comprehensive income, statement of financial position, Statement of changes in equity, the cash flow statement and notes to the financial statements, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including Financial Reporting Standard 102 The Financial Reporting Standard applicable in the UK and Republic of Ireland (United Kingdom Generally Accepted Accounting Practice).

This report is made solely to the Company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members as a body, for our audit work, for this report, or for the opinions we have formed.

In our opinion the financial statements:

- give a true and fair view of the state of the Company's affairs as at 31 December 2017 and of the Company's loss for the period then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the financial statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:

- the directors' use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the directors have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the Company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

Other information

The directors are responsible for the other information. The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

We have nothing to report in this regard.





Independent Auditor's Report to the Members of Dover Harcourt PLC (continued)

Opinions on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the Strategic report and the directors' report for the financial period
- for which the financial statements are prepared is consistent with the financial statements; and
- the Strategic report and the Directors' report have been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception

In the light of our knowledge and understanding of the Company and its environment obtained in the course of the audit, we have not identified material misstatements in the Strategic report and the Directors' report.

We have nothing to report in respect of the following matters in relation to which the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept by the Company, or returns adequate for our audit have not been received from branches not visited by us; or
- the Company's financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit; or

Responsibilities of the directors

As explained more fully in the directors' responsibilities statement as set out on page 6, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors intends to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the Financial Reporting Council's website at: <https://www.frc.org.uk/audit-assurance>. This description forms part of our auditor's report.

Deborah Weston (Senior Statutory Auditor)

For and on behalf of MHA Macintyre Hudson, Statutory Auditor

New Bridge Street House

30-34 New Bridge Street

London

EC4V 6BJ

22 June 2018

Dover Harcourt PLC

Statement of comprehensive income
for the period from incorporation on 22 December 2016 to 31 December
2017

	Note	22 December 2016 to 31 December 2017 £
Interest income	4	119,655
Interest expense	5	(119,615)
Net interest income		40
Administrative expenses		(28,540)
Operating loss		(28,500)
Loss before taxation		(28,500)
Taxation	8	-
Total comprehensive income and loss for the period		(28,500)

There were no other items of comprehensive income for the period.

All amounts are in respect of continuing activities.

The notes on pages 13 to 23 form part of these financial statements.

Dover Harcourt PLC

**Statement of financial position
as at 31 December 2017**

	Notes	2017 £
Non-current assets		
Loans	9	2,006,624
		<u>2,006,624</u>
Current assets		
Debtors	11	2,797,236
Cash and cash equivalents		634,129
		<u>3,431,365</u>
Liabilities		
Creditors: Amounts falling due within one year	12	(159,733)
Net current liabilities		<u>3,271,632</u>
Creditors: Amounts falling due after one year		
Interest-bearing Notes	10	(5,256,756)
		<u>21,500</u>
Net assets		
Capital and reserves		
Called up share capital	15	50,000
Retained earnings		(28,500)
		<u>21,500</u>

These financial statements were approved and authorised for issue by the Company's Directors on 22 June 2018.

DR Davies

.....
DAVIES, David Raymond
Director

The notes on pages 13 to 23 form part of these financial statements.

Dover Harcourt PLC

**Statement of changes in equity for the period from incorporation on 22
December 2016 to 31 December 2017**

	Share capital	Retained earnings	Total
	£	£	£
Issuance of share capital	50,000	-	50,000
Total comprehensive income for the period	-	(28,500)	(28,500)
At 31 December 2017	<u>50,000</u>	<u>(28,500)</u>	<u>21,500</u>

The notes on pages 13 to 23 form part of these financial statements.

Dover Harcourt PLC

**Statement of cash flows for the period from incorporation on 22
December 2016 to 31 December 2017**

	22 December 2016 to 31 December 2017 £
Cash flows from operating activities	
Loss before tax	(28,500)
Adjustments for:	
Increase in debtors	(59,736)
Increase in creditors	159,733
Net cash generated from operating activities	<u>71,497</u>
Cash flows from investing activities	
Increase in loans receivable	(2,006,624)
Net cash used in investing activities	<u>(2,006,624)</u>
Cash flows from financing activities	
Paid up share capital	12,500
Proceeds from issue of interest-bearing Notes	2,556,756
Net cash generated from financing activities	<u>2,569,256</u>
Net increase in cash and cash equivalents	<u>634,129</u>
Cash and cash equivalents comprise:	
Cash at bank	(37)
Cash equivalents	634,166
Cash and cash equivalents at 31 December 2017	<u>634,129</u>

Non cash transaction:

During the period the Company acquired bonds with a nominal value of £2,700,000 in Ethika Finance PLC in exchange for bonds in the Company of the same nominal value.

The notes on pages 13 to 23 form part of these financial statements.

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

1. General information

Dover Harcourt PLC ("the Company") is registered in England and Wales. The address of the registered office is 1 Bedford Row, London, WC1R 4BZ.

2. Accounting policies

2.1 Basis of preparation

The financial statements are prepared on the going concern basis, under the historical cost convention and in accordance with United Kingdom accounting standards, incorporating Financial Reporting Standards 102 ("FRS 102"), the Financial Reporting Standard applicable in the United Kingdom and the Republic of Ireland, and with the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgement in applying the accounting policies. Relevant disclosure is set out in note 3.

The following principal accounting policies have been applied:

2.2 Interest income and expense

Interest income and expense are recognised in the income statement on an effective interest rate ("EIR") basis. The EIR is the rate that, at the inception of the financial asset or liability, discounts expected future cash payments and receipts over the expected life of the instrument back to the initial carrying amount. When calculating the EIR, the Directors estimate cash flows considering all contractual terms of the instrument but do not consider risk of the assets' future credit losses.

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

2. Accounting policies (continued)

2.2 Interest income and expense (continued)

At each reporting date, management makes an assessment of the expected remaining life of its interest bearing financial assets and liabilities and where there is a change in those assessments the remaining amount of any unamortised discounts or premiums is recognised prospectively.

The calculation of the EIR includes all transaction costs and fees paid or received that are an integral part of the finance cost.

Transaction costs include incremental costs that are directly attributable to the acquisition or issue of a financial asset or liability.

2.3 Taxation and deferred taxation

Provision is made for corporation tax at current rates on the excess of taxable income over allowable expenses. Provision is made for deferred tax at rates expected to apply on all timing differences arising from the inclusion of income and expenses in tax assessments in periods different from those in which they are recognised in the financial statements, except that deferred tax assets are only recognised when it is probable that they will be recovered. The Directors are satisfied that the Company qualifies to be taxed under the Taxation of Securitisation Companies Regulations 2006.

2.4 Functional and presentation currency

The functional and presentation currency of the Company is Pounds Sterling.

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

2. Accounting policies (continued)

2.5 Financial instruments

Financial assets

The Company's financial assets comprise receivables, cash balances, cash equivalents and loans.

Cash is represented by cash deposits with financial institutions repayable without penalty on notice of no more than 24 hours. Cash equivalents are deposits at brokers or held by solicitors on behalf of the Company.

Receivables are measured initially at transaction price and thereafter at amortised cost. Any impairment loss is recognised in the statement of comprehensive income.

Loans are initially recognised on the date they originate at transaction price plus transactions costs directly attributable to the financial asset. Subsequently, they are measured at amortised cost using the EIR. Amortised cost is the amount advanced less principal repayments, plus or minus the cumulative amortisation using the EIR method of any difference between the amount advanced and the maturity amount, less any impairment provisions.

Financial assets are derecognised when there are qualifying transfers and the rights to receive cash flows from the assets have ceased and the Company has transferred substantially all the risks and rewards of ownership of the asset.

Impairment

An impairment loss is measured as the difference between an asset's carrying amount and best estimate of the amount that the Company would receive for the asset if it were to be sold at the reporting date.

Financial liabilities

The Company's financial liabilities comprise payables and interest-bearing Notes.

Payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. They are measured initially at transaction price and thereafter at amortised cost.

Interest-bearing Notes have a contractual obligation to deliver cash, or other financial assets, and are categorised as a financial liability measured at amortised cost using the EIR, taking account of any discount or premium on the issue and directly attributable costs that are an integral part of the EIR, over the period to the repayment date of the instrument.

Financial liabilities are derecognised when the liability is extinguished, that is when the contractual obligation is discharged, cancelled or expires.

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

2. Accounting policies (continued)

2.5 Financial instruments (continued)

Offsetting

Financial assets and liabilities are offset, and the net amounts presented in the statement of financial position when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

2.6 Expenses

Expenses incurred are recognised on an accruals basis.

3. Judgements in applying accounting policies and key sources of estimation uncertainty

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported for assets and liabilities as at date of the balance sheet and the amounts reported for revenue and expenses during the period.

No significant judgements are required in the process of applying the accounting policies.

Critical accounting estimates and assumptions

The Company makes estimates and assumptions concerning the future. The resulting accounting estimates may not equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amount of the assets and liabilities within the next financial year are addressed below.

Effective interest rate

FRS 102 requires interest earned and incurred on loans and borrowings respectively to be measured under the EIR method. Management must therefore use judgement to estimate the expected life of each instrument and hence the expected cash flows relating to it.

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

3. Judgements in applying accounting policies and key sources of estimation uncertainty (continued)

Loan impairment provisions

Loans receivable are assessed on an at least a yearly basis for impairment. In determining whether an impairment provision should be recorded, judgements are made as to whether there is objective evidence that a financial asset is impaired as a result of loss events that occurred after recognition of the asset and by the reporting date. The calculation of the impairment loss is management's best estimate of losses at the statement of financial position date and reflects expected future cash flows based on both the likelihood of a loan or advance being written off and the estimated loss on such a write-off, taking into account the value of security held.

Impairment of debtors

The Company makes an estimate of the recoverable value of trade and debtors. When assessing impairment, management considers factors including current credit ratings and the ageing profile and historical experience of the debtor. Note 11 contains details of the net carrying amount of the debtors and any associated impairment provision.

4. Income

	22 December 2016 to 31 December 2017
Interest	£
Interest income	119,655
	<u>119,655</u>

5. Interest expense

	22 December 2016 to 31 December 2017
	£
Fixed rate Note due 2022 – issued at 7.75%	314
Fixed rate Note due 2027 – issued at 7.00%	119,301
	<u>119,615</u>

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

6. Directors' remuneration

No remuneration was payable by the Company in respect of Directors' services to the Company for the period. The Directors are remunerated by Bedford Row Capital Advisers Limited, the Servicing Agent, for their services to the Company and to other companies to which Bedford Row Capital Advisers Limited is Servicing Agent.

7. Operating loss

The operating loss is stated after charging:

	22 December 2016 to 31 December 2017
	£
Remuneration of auditor:	
Audit services	13,750
Non-audit services	<u>3,750</u>

8. Taxation

	22 December 2016 to 31 December 2017
	£
Analysis of charge in the period	
Current tax:	
UK corporation tax charge for period	-
Total current tax for the period	<u>-</u>
Deferred tax:	
Charge for period	-
Total deferred tax for the period	<u>-</u>
Total tax charge for the period	<u>-</u>

Under the powers conferred by the Finance Act 2005, secondary legislation was enacted in November 2006 which ensures that, for periods commencing on or after 1 January 2007, corporation tax for a 'securitisation company' will be calculated by reference to the retained profit of the securitisation company.

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December
2017**

8. Taxation (continued)

Factors affecting current tax charge for the period:

The current taxation charge for the period is different from the standard rate of corporation tax in the UK of 20%. The differences are explained below:

	22 December 2016 to 31 December 2017
Loss on ordinary activities before taxation	<u>(28,500)</u>
Theoretical tax at corporation tax rate of 20% (2016: 20%)	(5,700)
Effect of:	
Losses carried forward	5,700
	<u>-</u>

No deferred tax asset has been recognised in relation to the losses carried forward as taxable profits are a source of uncertainty.

9. Loans

	2017
	£
Loans advanced	<u>2,006,624</u>
Amounts falling due:	
Not later than one year	
Later than one year and not later than five years	8,884
Later than five years	<u>1,997,740</u>
	<u>2,006,624</u>

No impairment provisions are required.

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December
2017**

10. Interest-bearing Notes

	2017 £
Issued in the period	<u>5,256,756</u>

The Notes in issue at 31 December 2017 are as follows:

	Nominal	Coupon	Maturity date
£20,000,000 secured fixed rate Note due 2022	40,000	7.75%	31 October 2022
£50,000,000 secured fixed rate Note due 2027	5,267,745	7.00%	24 February 2027

Notes were issued to the noteholders under the individual listing particulars and are due to be redeemed at the maturity dates set out above. Notes were floated on the Frankfurt Stock Exchange during the period ended 31 December 2017. Interest is accrued at the coupon rate set out above.

11. Debtors

	2017 £
Interest receivable	59,736
Settlement debtor	2,700,000
Unpaid share capital	37,500
	<u>2,797,236</u>

12. Creditors - amounts falling due within one year

	2017 £
Accrued expenses	17,541
Trade creditors	8,406
Interest payable	56,586
Purchased interest	77,200
	<u>159,733</u>

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December
2017**

13. Financial instruments

	2017 £
Financial assets	
Financial assets categorised as debt instruments measured at amortised cost	4,803,860
Cash and cash equivalents	634,129
	<u>5,437,989</u>
	2017 £
Financial Liabilities	
Financial liabilities at amortised cost	5,416,489
	<u>5,416,489</u>

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

14. Risk management

The Company's activities expose it to credit, liquidity and market risk:

a) Credit risk

The Company's exposure to credit risk arises from the loans it provides. The Company obtains a legal charge over the assets of the borrowers. The Directors regularly assess the credit risk on the Company's loans.

Further credit risk arises from cash balances and receivables. Cash balances are held at highly-rated banking institutions based in the United Kingdom and cash equivalents are at reputable brokers. Receivables at the date of the statement of financial position relate to interest accrued, fees owed and recoverable expenses. The Directors regularly assess the recoverability of these amounts and make provision as appropriate.

b) Liquidity risk

The Company's exposure to liquidity risk arises from its obligations to creditors. The Directors expect that the Company will retain sufficient liquid resources to meet liabilities as they fall due in the future.

c) Market risk

The Company has exposure to interest rate risk as it pays and receives interest on Notes issued and loans made. The Notes and loans are at fixed rates which mitigates exposure to movements in market interest rates.

15. Share capital

Issued:	2017 £
50,000 Ordinary shares of £1.00 each	<u>50,000</u>

The issued share capital is £12,500 paid up.

Dover Harcourt PLC

**Notes to the financial statements
for the period from incorporation on 22 December 2016 to 31 December 2017**

16. Related party transactions

The Directors are the Company's key management personnel. They are remunerated by the Servicing Agent, Bedford Row Capital Advisers Limited, for their services to the Company.

Bedford Row Capital Advisers Limited, which is trustee of the beneficial owner of the shares of the Company, The Castello Trust, received £11,000 for the period as Servicing Agent under a Servicer Agreement with the Company.

In the period, on behalf of the fixed rate Note due 2027 Series, the Company entered a £2,700,000 bond for bond exchange with Ethika Finance PLC, who are related through common Directors and Servicing Agent. At 31 December 2017 the Ethika Bonds had not been delivered and are included as a settlement debtor on the Statement of Financial Position. Post period end the Company purchased further Ethika Finance PLC bonds with a nominal value of £372,049 on 2 January. The Series received a coupon of £261,124 from Ethika Finance PLC on 17 January 2018 and subsequently paid a coupon of £94,500 to Ethika Finance PLC on 23 February 2018. In March 2018, the bond for bond exchange was reversed.

17. Ultimate controlling party

The ultimate controlling party is The Castello Trust.

Dover Harcourt PLC
(Registered number: 10537069)
Amended Strategic Report



COMPANIES HOUSE

For the period from incorporation on 22 December 2016 to 31 December 2017

This Amended Strategic Report replaces the original Strategic Report for the period ended 31 December 2017 included in the financial statements filed on 22/06/2018 which has been amended in accordance with the provisions of section 454 Companies Act 2006 on the grounds that it has come to the attention of the directors that the original Strategic Report contained a fundamental factual error which, if not amended, might result in misleading information being on the public record.

The original Strategic Report included a statement that:

"During the period, the Company has created one Secured Note Programme and two listed securities have been issued on the Channel Islands Stock Exchange and Frankfurt Stock Exchange."

Whereas this Amended Strategic Report has revised that statement to read:

"During the period, the Company has created one Secured Note Programme and two listed securities have been issued on the Frankfurt Stock Exchange."

This Amended Strategic Report replaces the original document included in the Financial Statements and is now the Statutory Strategic Report of the company for the period ended 31 December 2017.

Strategic report

For the period from incorporation on 22 December 2016 to 31 December 2017

The Directors of Dover Harcourt PLC ("the Company") present their Strategic Report for the period ended 31 December 2017.

Incorporation, principal activities and business review.

The Company was incorporated on 22 December 2016 as a corporate vehicle to issue listed, transferable securities ("Notes") in series ("Series") under one or more secured note programme (the "Secured Note Programmes"). The Company uses the net proceeds of the Notes to advance loans or acquire asset-backed investments that meet the eligibility requirements as specified in the Secured Note Programme documentation. The Series will have a sponsor (the "Sponsor") which is involved in the initiation process of the Series whereby the Sponsor will fund any listing fees, expenses and associated costs.

During the period, the Company has created one Secured Note Programme and two listed securities have been issued on the Frankfurt Stock Exchange. The Company is established in the market and has contractual relationships with a variety of service providers for the Secured Note Programme to ensure they operate within the requirements of the various stock exchanges.

Result

The Company issued two Series Notes during the period with total proceeds of £5.3 million.

The Company has made a loss of £28,500 for the period.

No comparatives are presented as this is the Company's first period of operation.

Key performance indicators (KPIs)

The key performance indicators, as set by the management of the Company, are:

- Proceeds from Series issued: in the first period Notes with nominal value of £5.3 million were issued. This was in line with forecast and the Directors anticipate further issues in the current year.
- Cash flows in relation to each Series: the Directors are committed to making coupon payments on time and this was achieved with the coupons being due and paid on 23 August 2018, 23 February 2018 and 30 April 2018.
- Performance of service providers: the Directors are satisfied with services provided and have not needed to change providers or re-negotiate service level standards.

The Directors of the Company consistently monitor the KPIs as these affect the performance of the Company.

Future developments

The Directors anticipate no significant changes to the Company's activities and intend to issue further Notes in 2018.

Strategic report

For the period from incorporation on 22 December 2016 to 31 December 2017

Principal risks

The principal risks to the Company are as follows:

Credit risk

The Company is exposed to the risk that borrowers will not fulfil their obligations to repay amounts borrowed and interest accrued. Default risk may arise from events which are outside the Company's control.

The successful management of credit risk is central to the Company's business and the Directors regularly review the Company's credit exposure to the borrowers. The risk is mitigated by legal charge over the assets of the borrowers.

Liquidity risk

The Company is exposed to liquidity risk arising from the requirement to fund its operations and meet obligations to Note holders. Liquidity risk is the risk the Company is unable to meet liabilities as they arise from liquid resources. The Directors regularly review the Company's forecast cashflows and take a view on the ability of the borrowers to meet their commitments under the loan agreements so that they can take appropriate action to mitigate the risk that liabilities at any time are not covered by liquid resources.

Market risk

Market risk relevant to the Company is interest rate risk. The Company has no direct exposure to price risk or foreign currency risk. The Company has exposure to interest rate risk as it pays and receives interest on Notes issued and loans made. The Notes and loans are at fixed rates which mitigates exposure to movements in market interest rates.

DR Davies

.....

DAVIES, David Raymond

Director

12 April 2019

DOVER HARCOURT PLC

ANNUAL REPORT AND AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 DECEMBER 2018



DOVER HARCOURT PLC

COMPANY INFORMATION

Directors	D R Davies (appointed 14 February 2018) K R Haines (appointed 26 February 2018) R D L Johnson (appointed 14 February 2018) J Benjamin (appointed 22 December 2016, resigned 14 February 2018) A R Evans (appointed 22 December 2016, resigned 5 February 2018)
Company secretary	S.C.R. Secretaries Limited
Registered number	10537069
Registered office	1 Bedford Row London WC1R 4BZ
Independent auditors	Hillier Hopkins LLP Chartered Accountants & Statutory Auditor 51 Clarendon Road Watford Hertfordshire WD17 1HP

DOVER HARCOURT PLC

CONTENTS

	Page
Strategic Report	1 - 2
Directors' Report	3 - 4
Independent Auditors' Report	5 - 6
Statement of Comprehensive Income	7
Balance Sheet	8
Statement of Changes in Equity	9
Statement of Cash Flows	10
Notes to the Financial Statements	11 - 21

DOVER HARCOURT PLC

STRATEGIC REPORT FOR THE YEAR ENDED 31 DECEMBER 2018

Introduction

The Directors of Dover Harcourt Plc ("the Company") present their Strategic Report of the Company for the year ended 31 December 2018.

Result

As of the end of the year the Company had 2 Series Notes in issue. Total proceeds of the Notes for the period were £0.4 million (2017: £5.3 million).

The Company has made a loss of £625 for the year (2017: -£625).

Incorporation, principal activities and business review

The Company was incorporated on 22 December 2016 as a corporate vehicle to issue listed, transferable securities ("Notes") in series ("Series") under one or more secured note programme (the "Secured Note Programme"). The Company uses the net proceeds of the Notes to advance loans or acquire asset-backed investments that meet the eligibility requirements as specified in the Secured Note Programme documentation. Each Series will have a sponsor (the "Sponsor") which is involved in the initiation process of the Series whereby the Sponsor will fund any listing fees, expenses and associated costs.

The Company has created a Secured Note Programme. Notes issued by the Company are listed on the Frankfurt Stock Exchange. The Company is established in the market and has contractual relationships with a variety of service providers for the Secured Note Programme to ensure they operate within the requirements of the Frankfurt Stock Exchange.

Principal risks and uncertainties

Credit risk

The Company is exposed to the risk that borrowers will not fulfill their obligations to repay amounts borrowed and interest accrued. Default risk may arise from events which are outside the Company's control. Investors in the Company's securities are only exposed to the credit risk associated with the specific, relevant transaction under the terms of the registered deed of charge and the terms and conditions of the securities (segregated credit exposure).

The successful management of credit risk is central to the Company's business and the Directors are provided with information on a regular basis for each of the segregated credit exposures. The risk is mitigated by legal charge over the assets of the borrowers.

DOVER HARCOURT PLC

STRATEGIC REPORT (CONTINUED)
FOR THE YEAR ENDED 31 DECEMBER 2018

Liquidity risk

The Company is exposed to liquidity risk arising from the requirement to fund its operations and meet obligations to Note holders. Liquidity risk is the risk that the Company is unable to meet liabilities as they arise from liquid resources. The Directors regularly review the ability of the borrowers to meet their commitments under the loan agreements. Where appropriate the Directors take advice from the trustees of the Secured Note Programme.

Market risk

Market risk relevant to the Company is interest rate risk. The Company has no direct exposure to price risk or foreign currency risk. The Company has exposure to interest rate risk as it pays and receives interest on Notes issued and loans made. The Notes and loans are at fixed rates which mitigates exposure to movements in market interest rates.

Financial key performance indicators

The key performance indicators, as set by the management of the Company, are:

- Proceeds from Series issued: Notes with nominal value of £0.4 million were issued during the year (2017: £5.3 million). This was in line with forecast and the Directors anticipate further issues in the current year.
- Cash flows in relation to each Series: The Directors are committed to making coupon payments and this was achieved with all the coupons being paid.
- Performance of underlying investments: There has been no impairment of loans or investments.
- Performance of service providers: The Directors are satisfied with services provided.

Future developments

The Directors anticipate no significant changes to the Company's activities and intend to issue further Notes in 2019.

This report was approved by the board and signed on its behalf.

DR Davies

D R Davies
Director

Date: 27 June 2019

DOVER HARCOURT PLC

DIRECTORS' REPORT FOR THE YEAR ENDED 31 DECEMBER 2018

The directors present their report and the financial statements for the year ended 31 December 2018.

Directors' responsibilities statement

The directors are responsible for preparing the Strategic Report, the Directors' Report and the financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the financial statements in accordance with applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice), including Financial Reporting Standard 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland'. Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Company and of the profit or loss of the Company for that period.

In preparing these financial statements, the directors are required to:

- select suitable accounting policies for the Company's financial statements and then apply them consistently;
- make judgments and accounting estimates that are reasonable and prudent;
- state whether applicable UK Accounting Standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the Company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the Company and to enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Results and dividends

The loss for the year, after taxation, amounted to £625 (2017 - loss £625).

There were no dividends declared or paid during the period.

Directors

The directors who served during the year were:

D R Davies (appointed 14 February 2018)
K R Haines (appointed 26 February 2018)
R D L Johnson (appointed 14 February 2018)
J Benjamin (appointed 22 December 2016, resigned 14 February 2018)
A R Evans (appointed 22 December 2016, resigned 5 February 2018)

Future developments

The Directors anticipate no significant changes to the Company's activities and intend to issue further Notes in 2019.

DOVER HARCOURT PLC

**DIRECTORS' REPORT (CONTINUED)
FOR THE YEAR ENDED 31 DECEMBER 2018**

Disclosure of information to auditors

Each of the persons who are directors at the time when this Directors' Report is approved has confirmed that:

- so far as the director is aware, there is no relevant audit information of which the Company's auditors are unaware, and
- the director has taken all the steps that ought to have been taken as a director in order to be aware of any relevant audit information and to establish that the Company's auditors are aware of that information.

Post balance sheet events

There have been no significant events affecting the Company since the year end.

Auditors

The auditors, Hillier Hopkins LLP, will be proposed for reappointment in accordance with section 485 of the Companies Act 2006.

This report was approved by the board and signed on its behalf.

DR Davies

D R Davies
Director

Date: 27 June 2019

DOVER HARCOURT PLC

INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF DOVER HARCOURT PLC

We have audited the financial statements of Dover Harcourt PLC for the year ended 31 December 2018, set out on pages 7 to 21. The relevant financial reporting framework that has been applied in their preparation is applicable law and the United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice), including Financial Reporting Standard 102 'The Financial Reporting Standard applicable in the UK and Republic of Ireland'.

This report is made solely to the Company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an Auditors' Report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Respective responsibilities of Directors and Auditors

As explained more fully in the Directors' Responsibilities Statement on page 3, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Financial Reporting Council's Ethical Standards for Auditors.

Scope of the audit of the financial statements

An audit involves obtaining evidence about the amounts and disclosures in the financial statements sufficient to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of whether the accounting policies are appropriate to the Company's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the directors; and the overall presentation of the financial statements. In addition, we read all the financial and non-financial information in the Strategic Report and the Directors' Report to identify material inconsistencies with the audited financial statements and to identify any information that is apparently materially incorrect based on, or materially inconsistent with, the knowledge acquired by us in the course of performing the audit. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

Opinion on financial statements

In our opinion the financial statements:

- give a true and fair view of the state of the Company's affairs as at 31 December 2018 and of its profit or loss for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

Opinion on other matter prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit, the information given in the Strategic Report and the Directors' Report for the financial year for which the financial statements are prepared is consistent with those financial statements and such reports have been prepared in accordance with applicable legal requirements.

DOVER HARCOURT PLC

INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF DOVER HARCOURT PLC
(CONTINUED)

Matters on which we are required to report by exception

In the light of our knowledge and understanding of the Company and its environment obtained in the course of the audit, we have not identified material misstatements in the Strategic Report and the Directors' Report.

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

Neil Cundale LLP

Neil Cundale BSc FCA (Senior Statutory Auditor)

for and on behalf of
Hillier Hopkins LLP

Chartered Accountants
Statutory Auditor

51 Clarendon Road
Watford
Hertfordshire
WD17 1HP

Date: 28 June 2014

DOVER HARCOURT PLC

STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 31 DECEMBER 2018

	Note	Year ended 31 December 2018 £	As restated Period ended 31 December 2017 £
Interest income	5	388,827	198,988
Interest expense	6	(388,737)	(180,388)
Net interest		<u>90</u>	<u>18,600</u>
Administrative expenses		(715)	(19,225)
Operating loss		<u>(625)</u>	<u>(625)</u>
Loss for the financial year		<u>(625)</u>	<u>(625)</u>
Total comprehensive income for the year		<u>(625)</u>	<u>(625)</u>

The notes on pages 11 to 21 form part of these financial statements.

DOVER HARCOURT PLC
REGISTERED NUMBER: 10537069

BALANCE SHEET
AS AT 31 DECEMBER 2018

	Note	31 December 2018 £	As restated 31 December 2017 £
Non-current assets			
Investments	8	368,205	146,156
Debtors: Amounts falling due after more than one year	9	2,543,232	4,564,218
		<u>2,911,437</u>	<u>4,710,374</u>
Current assets			
Fixed assets held for sale		2,682,249	-
Debtors: Amounts falling due within one year	9	175,648	191,348
Cash and cash equivalents	10	101,712	632,666
		<u>2,959,609</u>	<u>824,014</u>
Creditors: Amounts falling due within one year	11	(136,551)	(177,268)
Net current assets		<u>2,823,058</u>	<u>646,746</u>
Total assets less current liabilities		<u>5,734,495</u>	<u>5,357,120</u>
Creditors: Amounts falling due after more than one year	12	(5,685,745)	(5,307,745)
Net assets		<u><u>48,750</u></u>	<u><u>49,375</u></u>
Capital and reserves			
Called up share capital	15	50,000	50,000
Profit and loss account	16	(1,250)	(625)
		<u>48,750</u>	<u>49,375</u>

The financial statements were approved and authorised for issue by the board and were signed on its behalf by:

DR Davies

D R Davies
 Director

Date: 27 June 2019

The notes on pages 11 to 21 form part of these financial statements.

DOVER HARCOURT PLC

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 31 DECEMBER 2018

	Called up share capital £	Profit and loss account £	Total equity £
At 22 December 2016	50,000	-	50,000
Comprehensive income for the period			
Loss for the period	-	(625)	(625)
Total comprehensive income for the period	-	(625)	(625)
At 1 January 2018	50,000	(625)	49,375
Comprehensive income for the year			
Loss for the year	-	(625)	(625)
Total comprehensive income for the year	-	(625)	(625)
At 31 December 2018	50,000	(1,250)	48,750

The notes on pages 11 to 21 form part of these financial statements.

DOVER HARCOURT PLC

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2018**

	Year ended 31 December 2018 £	Period ended 31 December 2017 £
Cash flows from operating activities		
Loss for the financial year	(625)	(625)
Adjustments for:		
Increase in fixed assets held for sale	(2,682,249)	-
Decrease/(increase) in debtors	2,036,685	(4,718,066)
(Decrease)/increase in creditors	(15,965)	177,231
Net cash generated from operating activities	(662,154)	(4,541,460)
Cash flows from investing activities		
Purchase of listed investments	(222,049)	(146,156)
Net cash from investing activities	(222,049)	(146,156)
Cash flows from financing activities		
Issue of ordinary shares	-	12,500
Notes issued during year	353,000	5,307,745
Net cash used in financing activities	353,000	5,320,245
Net (decrease)/increase in cash and cash equivalents	(531,203)	632,629
Cash and cash equivalents at beginning of year	632,629	-
Cash and cash equivalents at the end of year	101,426	632,629
Cash and cash equivalents at the end of year comprise:		
Cash at bank and in hand	101,712	632,666
Bank overdrafts	(286)	(37)
	101,426	632,629

The notes on pages 11 to 21 form part of these financial statements.

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2018

1. General information

Dover Harcourt Plc ("the Company") is registered in England and Wales.

The registered office of the Company is 1 Bedford Row, London, United Kingdom, WC1R 4BZ.

Dover Harcourt Plc is a public limited company.

The principal activity of the entity is to provide finance to commercial undertakings through lending and related activities.

2. Accounting policies

2.1 Basis of preparation of financial statements

The financial statements have been prepared under the historical cost convention unless otherwise specified within these accounting policies and in accordance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the UK and the Republic of Ireland and the Companies Act 2006.

The preparation of financial statements in compliance with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies (see note 3).

The following principal accounting policies have been applied:

2.2 Foreign currency translation

Functional and presentation currency

The Company's functional and presentational currency is GBP.

Transactions and balances

Foreign currency transactions are translated into the functional currency using the spot exchange rates at the dates of the transactions.

At each period end foreign currency monetary items are translated using the closing rate. Non-monetary items measured at historical cost are translated using the exchange rate at the date of the transaction and non-monetary items measured at fair value are measured using the exchange rate when fair value was determined.

Foreign exchange gains and losses resulting from the settlement of transactions and from the translation at period-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the Statement of Comprehensive Income except when deferred in other comprehensive income as qualifying cash flow hedges.

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2018

2. Accounting policies (continued)

2.3 Interest income and expense

Interest income and expense are recognised in the income statement on an effective interest rate ("EIR") basis. The EIR is the rate that, at the inception of the financial asset or liability, discounts expected future cash payments and receipts over the expected life of the instrument back to the initial carrying amount. When calculating the EIR, the Directors estimate cash flows considering all contractual terms of the instrument but do not consider the risk of the assets' future credit losses.

At each reporting date, management makes an assessment of the expected remaining life of its interest-bearing financial assets and liabilities and where there is a change in those assessments, the remaining amount of any unamortised discounts or premiums is recognised prospectively.

The calculation of the EIR includes all transaction costs and fees paid or received that are an integral part of the finance cost.

Transaction costs include incremental costs that are directly attributable to the acquisition or issue of a financial asset or liability.

2.4 Valuation of investments

Investments in listed bonds, whose market value can be reliably determined, are remeasured to market value at each balance sheet date. Gains and losses on remeasurement are recognised in the Statement of Comprehensive Income for the period. Where market value cannot be reliably determined, such investments are stated at historic cost less impairment.

Investments in unlisted Company shares, whose market value can be reliably determined, are remeasured to market value at each balance sheet date. Gains and losses on remeasurement are recognised in the Statement of Comprehensive Income for the period. Where market value cannot be reliably determined, such investments are stated at historic cost less impairment.

2.5 Debtors

Short term debtors are measured at transaction price, less any impairment. Loans receivable are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method, less any impairment.

2.6 Cash and cash equivalents

Cash is represented by cash in hand and deposits with financial institutions repayable without penalty on notice of not more than 24 hours. Cash equivalents are highly liquid investments that mature in no more than three months from the date of acquisition and that are readily convertible to known amounts of cash with insignificant risk of change in value.

2.7 Creditors

Short term creditors are measured at the transaction price. Other financial liabilities, are measured initially at fair value, net of transaction costs, and are measured subsequently at amortised cost using the effective interest method.

2.8 Financial instruments

The Company only enters into basic financial instrument transactions that result in the recognition of financial assets and liabilities like trade and other debtors and creditors.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

2. Accounting policies (continued)

2.8 Financial instruments (continued)

Debt instruments (other than those wholly repayable or receivable within one year), including loans and other accounts receivable and payable, are initially measured at present value of the future cash flows and subsequently at amortised cost using the effective interest method. Debt instruments that are payable or receivable within one year, typically trade debtors and creditors, are measured, initially and subsequently, at the undiscounted amount of the cash or other consideration expected to be paid or received. However, if the arrangements of a short-term instrument constitute a financing transaction, like the payment of a trade debt deferred beyond normal business terms or financed at a rate of interest that is not a market rate or in the case of an out-right short-term loan not at market rate, the financial asset or liability is measured, initially, at the present value of the future cash flow discounted at a market rate of interest for a similar debt instrument and subsequently at amortised cost.

Financial assets that are measured at cost and amortised cost are assessed at the end of each reporting period for objective evidence of impairment. If objective evidence of impairment is found, an impairment loss is recognised in the Statement of Comprehensive Income.

For financial assets measured at amortised cost, the impairment loss is measured as the difference between an asset's carrying amount and the present value of estimated cash flows discounted at the asset's original effective interest rate. If a financial asset has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate determined under the contract.

For financial assets measured at cost less impairment, the impairment loss is measured as the difference between an asset's carrying amount and best estimate of the recoverable amount, which is an approximation of the amount that the Company would receive for the asset if it were to be sold at the balance sheet date.

Financial assets and liabilities are offset and the net amount reported in the Balance Sheet when there is an enforceable right to set off the recognised amounts and there is an intention to settle on a net basis or to realise the asset and settle the liability simultaneously.

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

3. **Judgments in applying accounting policies and key sources of estimation uncertainty**

The preparation of the financial statements requires management to make judgments, estimates and assumptions that affect the amounts reported for assets and liabilities as at the balance sheet date and the amounts reported for revenue and expenses during the period.

Effective interest rate

FRS 102 requires interest earned and incurred on loans and borrowings respectively to be measured under the effective interest rate method. Management must therefore use judgment to estimate the expected life of each instrument and hence the expected cash flows relating to it.

Loan impairment provisions

Loans receivable are assessed on at least a yearly basis for impairment. In determining whether an impairment provision should be created, judgments are made as to whether there is objective evidence that a financial asset is impaired as a result of loss events that occurred after the recognition of the asset and by the reporting date. The calculation of the impairment loss is management's best estimate of losses at the balance sheet date and reflects the expected future cash flows based on both the likelihood of a loan or advance being written off and the estimated loss on such a write-off, taking into account the value of security held.

4. **Employees**

There were no employees during the period other than the Directors, who did not receive any remuneration.

5. **Interest income**

	Year ended	<i>As restated</i>
	31	<i>Period ended</i>
	December	<i>December</i>
	2018	<i>2017</i>
	£	<i>£</i>
Interest income	388,827	<i>198,988</i>
	388,827	<i>198,988</i>

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

6. Interest expense

	Year ended 31 December 2018 £	<i>As restated</i> Period ended 31 December 2017 £
Interest expense on fixed rate Notes	388,737	180,388
	<u>388,737</u>	<u>180,388</u>

7. Taxation

	Year ended 31 December 2018 £	<i>Period ended 31 December 2017 £</i>
Total current tax	-	-
Deferred tax	-	-
Total deferred tax	-	-
Taxation on profit on ordinary activities	-	-

DOVER HARCOURT PLC

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018**

7. Taxation (continued)

Factors affecting tax charge for the year/period

The tax assessed for the year/period is higher than (2017 - higher than) the standard rate of corporation tax in the UK of 19% (2017 - 19.25%). The differences are explained below:

	Year ended	Period ended
	31	31
	December	December
	2018	2017
	£	£
Loss on ordinary activities before tax	<u>(625)</u>	<u>(625)</u>
Loss on ordinary activities multiplied by standard rate of corporation tax in the UK of 19% (2017 - 19.25%)	(119)	(120)
Effects of:		
Other differences	119	120
Total tax charge for the year/period	<u><u>-</u></u>	<u><u>-</u></u>

Factors that may affect future tax charges

Dover Harcourt Plc is deemed a Securitisation Company under the Taxation of Securitisation Companies Regulations 2006 (Statutory Instrument 2006/3296) and is taxed in accordance with these provisions.

8. Investments

	Investments in listed bonds £
Cost or valuation	
At 1 January 2018	146,156
Additions	222,049
	<u>368,205</u>
At 31 December 2018	<u><u>368,205</u></u>

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

9. Debtors

	31 December 2018 £	31 December 2017 £
Amounts falling due after more than one year		
Other debtors	2,532,607	4,552,968
Prepayments	10,625	11,250
	<u>2,543,232</u>	<u>4,564,218</u>
	31 December 2018 £	31 December 2017 £
Amounts falling due within one year		
Trade debtors	-	18,600
Other debtors	137,523	134,623
Called up share capital not paid	37,500	37,500
Prepayments	625	625
	<u>175,648</u>	<u>191,348</u>

10. Cash and cash equivalents

	31 December 2018 £	31 December 2017 £
Cash at bank and in hand	101,712	632,666
Less: bank overdrafts	(286)	(37)
	<u>101,426</u>	<u>632,629</u>

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

11. Creditors: Amounts falling due within one year

	31 December 2018 £	31 December 2017 £
Bank overdrafts	286	37
Trade creditors	-	45,606
Accruals	136,265	131,625
	<u>136,551</u>	<u>177,268</u>

12. Creditors: Amounts falling due after more than one year

	31 December 2018 £	31 December 2017 £
Notes in issue	5,660,745	5,307,745
Shortfall reserve	25,000	-
	<u>5,685,745</u>	<u>5,307,745</u>

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

13. Notes in issue

Analysis of the maturity of Notes in issue is given below:

	31 December 2018 £	31 December 2017 £	
Amounts falling due 2-5 years			
Notes in issue	393,000	40,000	
	393,000	40,000	
Amounts falling due after more than 5 years			
Notes in issue	5,267,745	5,267,745	
	5,267,745	5,267,745	
	5,660,745	5,307,745	
	Nominal	Coupon	Maturity date
£50,000,000 secured fixed rate Notes due 2027	£5,267,745	7.00%	22 February 2027
£20,000,000 secured fixed rate Notes due 2022	£393,000	7.75%	31 October 2022

Notes were issued to the noteholders under the individual listing particulars and are due to be redeemed at the maturity date set out above. Notes were floated on the Frankfurt Stock Exchange during the period ended 31 December 2018. Interest is accrued at the coupon rates set out above.

DOVER HARCOURT PLC

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018

14. Financial instruments

	31 December 2018 £	31 December 2017 £
Financial assets		
Financial assets measured at fair value through profit or loss	101,712	632,666
Financial assets that are debt instruments measured at amortised cost	2,670,130	4,706,191
	<u>2,771,842</u>	<u>5,338,857</u>
Financial liabilities		
Financial liabilities measured at amortised cost	<u>(5,822,296)</u>	<u>(5,485,013)</u>

Financial assets measured at fair value through profit or loss comprise cash and cash equivalents.

Financial assets that are debt instruments measured at amortised cost comprise loans made to third parties, accrued loan interest and other accruals.

Financial liabilities measured at amortised cost comprise notes issued and accruals.

15. Share capital

	31 December 2018 £	31 December 2017 £
Allotted, called up and fully paid		
50,000 (2017 - 50,000) Ordinary shares of £1.00 each	<u>50,000</u>	<u>50,000</u>

As at year end, 25% of each share has been paid up, with the remaining 75% unpaid at the year end, with this balance being included in debtors.

16. Reserves

Profit and loss account

Profit and loss account includes all current and prior period retained losses.

17. Prior year adjustment

Comparatives have been restated to enable greater comparison to current year balances due within one year and more than one year

DOVER HARCOURT PLC

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2018**

18. Related party transactions

The Directors are the key management personnel of the company and they are not remunerated for their position held at the Company.

19. Controlling party

The shares of Dover Harcourt Plc are held on trust for The Castello Trust by Bedford Row Capital Advisers Limited. The ultimate controlling party is The Castello Trust.

PARTIES

REGISTERED OFFICE OF THE ISSUER

Dover Harcourt PLC
1 Bedford Row
London WC1R 4BZ

TRUSTEE

Truva Services Limited (formerly known as GRM Law Trustees Limited)
60 St. Martin's Lane,
London WC2N 4JS

PAYING AGENT

Avenir Registrars Limited
5 St. John's Lane
London EC1M 4BH

CALCULATION AGENT

Bedford Row Capital Advisers
1 Bedford Row
London WC1R 4BZ

REGISTRAR

Avenir Registrars Limited
5 St. John's Lane
London EC1M 4BH

LEGAL ADVISOR

Greenwoods GRM LLP
1 Bedford Row
London WC1R 4BZ

AUDITORS

Hillier Hopkins LLP
51 Clarendon Road
Watford
Hertfordshire WD17 1HP