

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

IN THE MATTER OF ALL SCHEME LTD

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

pursuant to Part 26 of the Companies Act 2006

between

ALL SCHEME LTD

and

the “Scheme Creditors”
(as defined in this scheme of arrangement)



Freshfields Bruckhaus Deringer

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PART 1 – PRELIMINARY

1.1 Definitions

In this document, the following expressions mean the following things:

Act	The Companies Act 2006.
ALL	Amigo Loans Ltd, a company incorporated in England and Wales with the company number 04841153, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.
AMSL	Amigo Management Services Ltd, a company incorporated in England and Wales with the company number 05391984, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.
Ascertained Scheme Claim	An Ascertained Redress Scheme Claim or an Ascertained FOS Fee Scheme Claim.
Ascertained FOS Fee Scheme Claim	A Scheme Claim relating to a FOS Fee Liability less any Cross-Claim after both the Scheme Claim and Cross-Claim have been determined by SchemeCo in accordance with Clause 3.5.6 or adjudicated by the Scheme Adjudicator in accordance with Clause 3.6.
Ascertained Redress Scheme Claim	<p>A Scheme Claim relating to any Redress Liability:</p> <ul style="list-style-type: none">(a) less any Cross-Claim; and(b) plus any Redress Interest, <p>after both the Scheme Claim and Cross-Claim have been determined by SchemeCo in accordance with Clause 3.5.6 or adjudicated by the Scheme Adjudicator in accordance with Clause 3.6.</p>
Balance Adjustment	A reduction in the Outstanding Balance owed by a Redress Creditor as a result of the operation of the set-off described in Clause 2.5.
Balance Adjustment Contribution	<p>An amount equal to 38.85% of the amount by which the aggregate value of the Balance Adjustments is less than £85 million, provided that:</p> <ul style="list-style-type: none">(a) such amount shall be no greater than £20 million; and(b) the Certificate has been obtained in respect of such amount.
Board	The board of directors of SchemeCo from time to time or any

	duly constituted committee thereof.
Business Day	A day, other than a Saturday or a Sunday, on which banks are open for general business in London.
Certificate	The certificate to be provided by ALL's auditors certifying the amount determined to be payable as the Balance Adjustment Contribution.
Claims Submission Deadline	The date which is six months after the Scheme Effective Date.
Contribution and Co-operation Agreement	<p>The agreement between ALL, AMSL, Holdings PLC and SchemeCo dated 25 March 2021, pursuant to which, amongst other things, ALL agrees to pay:</p> <ul style="list-style-type: none"> (a) the Initial ALL Contribution; (b) the Balance Adjustment Contribution; (c) the Future Business Contribution; and (d) all Scheme Costs.
Court	The High Court of Justice of England and Wales.
Creditors' Meeting	The meeting of the Scheme Creditors convened pursuant to Section 896 of the Act to consider the Scheme.
Cross-Claim	<p>Any amount owed to SchemeCo, ALL, AMSL or Holdings PLC by a Scheme Creditor, which:</p> <ul style="list-style-type: none"> (a) for the avoidance of doubt, shall be calculated to reflect the operation of Clause 3.5 and Clause 3.6, as applicable; (b) would have been owing in a liquidation of SchemeCo, ALL, AMSL or Holdings PLC (as applicable) had the relevant company entered liquidation immediately prior to the Scheme Effective Date; and (c) would have been set off against a Scheme Liability (including, for the avoidance of doubt, a Scheme Liability which is the subject of an Outstanding Redress Claim) had SchemeCo, ALL, AMSL or Holdings PLC (as applicable) entered liquidation immediately prior to the Scheme Effective Date.
Deed Poll	The deed poll dated 24 January 2021 pursuant to which SchemeCo has declared that it is, and assumes responsibility to Scheme Creditors as, a co-obligor in respect of the Scheme

	Liabilities.
Disputed Scheme Claim	A Scheme Claim or Cross-Claim referred to the Scheme Adjudicator under Clause 3.5.7.
Excluded Liability	Any Liability listed in Schedule 1.
Final Scheme Payment	The last in time of the Initial Scheme Payment(s) and Upside Payment(s) to be made by SchemeCo to a Scheme Creditor pursuant to Clauses 4.1.1 and 4.1.2.
FOS	The Financial Ombudsman Service.
FOS Fee Claim	The information submitted to SchemeCo by the FOS in relation to the FOS Fee Liability, including any supporting evidence.
FOS Fee Liability	Any Liability owed by SchemeCo (pursuant to the Deed Poll) to the FOS in relation to a complaint referred to the FOS arising out of or in relation to the provision or administration of a Loan.
Future Business Contribution	An amount equal to 15% of the annual consolidated profits before tax of Holdings PLC over each of the four financial years starting on 1 April 2021 and ending on 31 March 2025 (after adjusting for the net effect of any change in the provisions or costs for redress relating to loans issued prior to 21 December 2020), to be calculated annually by the Scheme Supervisors by when Holdings PLC files its audited financial statements for that year at Companies House.
Group Adjudication	Has the meaning given to it in Clause 3.5.8(b).
Group Adjudication Claims	Has the meaning given to it in Clause 3.6.4(a).
Holdings PLC	Amigo Holdings PLC, a company incorporated in England and Wales with the company number 10024479, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.
Individual Adjudication	Has the meaning given to it in Clause 3.5.8(b).
Initial ALL Contribution	The initial amount of £15m which, pursuant to the Contribution and Co-operation Agreement, is paid by ALL into the Trust Account for the purpose of defraying Ascertained Scheme Claims and, if an Insolvency Event occurs in relation to ALL, Scheme Costs.
Initial Scheme Payment	A payment made by SchemeCo to a Scheme Creditor pursuant to Clause 4.1.1.

Insolvency Act	The Insolvency Act 1986.
Insolvency Event	<p>In respect of a company, any of the following events:</p> <ul style="list-style-type: none"> (a) the making of an order by the court to wind up the company pursuant to the Insolvency Act; (b) the passing of a resolution under s.84 of the Insolvency Act to wind up the company; (c) the appointment of an administrator of the company pursuant to the Insolvency Act; (d) the appointment of a provisional liquidator of the company pursuant to the Insolvency Act; or (e) the equivalent or an analogous event in any jurisdiction.
Intrum	Intrum UK Finance Limited (formerly known as 1st Credit (Finance) Limited), to whom ALL has, from time to time, sold and transferred its rights, interests and obligations under certain Loans (including, for the avoidance of doubt, pursuant to the Receivables Sale Agreements).
Liability	Any liability of a person, whether it is present, future, prospective or contingent, whether its amount is fixed or undetermined, whether or not it involves the payment of money and whether it arises at common law, in equity or by statute, in England, Scotland or Northern Ireland or in any other jurisdiction, or in any other manner whatsoever.
Loan	A loan made by ALL to any person (whether resident in the United Kingdom or any other jurisdiction) after 28 January 2005 and before 21 December 2020, which was administered by ALL or AMSL.
Order	The order of the Court sanctioning the Scheme.
Outstanding Balance	<p>Any Liability owed to SchemeCo, ALL, AMSL or Holdings PLC by a Redress Creditor (including for the avoidance of doubt any such Liability owed by a Redress Creditor in respect of:</p> <ul style="list-style-type: none"> (a) a Securitised Loan; or (b) where applicable, a Sold Loan).
Outstanding Redress Claim	<p>A claim made against ALL, in respect of a Redress Liability, where:</p> <ul style="list-style-type: none"> (a) the claim was submitted to ALL before the Stop Date

(and receipt of that claim has been acknowledged by ALL), but ALL had not accepted or rejected the claim before the Stop Date;

- (b) the FOS had issued an opinion in respect of the claim before the Stop Date, but ALL had not notified the Redress Creditor that it had accepted such opinion before the Stop Date;
- (c) the claim was submitted after the Stop Date, and ALL has:
 - i. acknowledged receipt of the claim; and
 - ii. confirmed to the Redress Creditor that their claim will be included in the Scheme and that the Redress Creditor does not need to resubmit details of their claim; or
- (d) a settlement offer has been made by ALL to the Redress Creditor, which was dated between 21 December 2019 and 20 June 2020, and which:
 - i. had not been accepted by such Redress Creditor; or
 - ii. had been rejected by or on behalf of such Redress Creditor.

Post-SED Payment

A payment made by a Redress Creditor to: (i) ALL; or (ii) where applicable, to Intrum in relation to a Sold Loan, after the Scheme Effective Date in relation to an Outstanding Balance.

Potential Redress Creditor

Any person who borrowed or guaranteed a Loan.

Proceedings

Any process, action, step, or other legal proceeding including, without limitation, any demand, arbitration, alternative dispute resolution, judicial review, adjudication, execution, diligence, seizure, distraint, forfeiture, re-entry, lien, enforcement of judgment or enforcement of any security interest, but excluding any referral to the FOS.

Property

All forms of property, tangible and intangible, including money, goods, things in action, rights in action, land and every description of property wherever situated and also obligations and every description of interest, whether present

	or future, vested or contingent arising out of, or incidental to, property.
Receivables Assignment and Servicing Agreement	The agreement dated 13 November 2018, as amended from time to time, and entered into between: (1) ALL; (2) AMSL; (3) the SPV; (4) CSC Capital Markets UK Limited; (5) CSC Capital Markets (Ireland) Limited; and (6) CSC Trustees Limited.
Receivables Sale Agreements	The agreement dated 28 June 2019 entered into between: (1) ALL; and (2) Intrum, and every other agreement between ALL and Intrum dated between 2016 and 2020, entered into in connection with the purchase by Intrum of a Loan.
Redress Creditor	A person who is owed a Redress Liability (including persons who have made an Outstanding Redress Claim).
Redress Scheme Claim	The information submitted through the Scheme Portal by a Redress Creditor in accordance with Clause 3.2 or an Outstanding Redress Claim.
Redress Scheme Claimant	A Potential Redress Creditor who has submitted a Redress Scheme Claim.
Redress Interest	Interest calculated at the Redress Interest Rate from the date of each relevant payment made by the Redress Creditor to the Scheme Effective Date.
Redress Interest Rate	A simple rate of 8% per annum.
Redress Liability	<p>A Liability owed by SchemeCo (pursuant to the Deed Poll) to a person whether resident in the United Kingdom or any other jurisdiction (including, for the avoidance of doubt, borrowers, former borrowers, guarantors and former guarantors) arising out of or in relation to the provision or administration of a Loan, but excluding:</p> <ul style="list-style-type: none"> (a) any amounts owed between any of ALL, AMSL, Holdings PLC and/or SchemeCo; and (b) the Excluded Liabilities.
Release Agreement	The agreement to be entered into substantially in the form set out in Schedule 2.
Representative	A person determined to be a representative of a Scheme Creditor in accordance with Clause 2.9.
Scheme	This scheme of arrangement, made in accordance with Part 26 of the Companies Act 2006, in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by SchemeCo in

	accordance with Clause 8.1.
Scheme Adjudicator	The person to be appointed under Part 5 and any person who is employed by that person and to whom functions under the Scheme are delegated.
Scheme Claim	A Redress Scheme Claim or a FOS Fee Claim.
Scheme Claimant	A Redress Scheme Claimant or the FOS in relation to a FOS Fee Claim.
SchemeCo	ALL Scheme Ltd, a company incorporated in England and Wales with the company number 13116075, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.
Scheme Completion Notice	Has the meaning given to it in Clause 7.1.
Scheme Costs	Those costs which, in SchemeCo's reasonable view, represent: <ul style="list-style-type: none"> (a) the costs of designing, implementing and administering the Scheme, including the remuneration and expenses of: <ul style="list-style-type: none"> i. the Scheme Adjudicator agreed with SchemeCo pursuant to Clause 5.1.2; and ii. the Scheme Supervisors separately agreed with ALL; and (b) the SchemeCo Wind-Down Costs.
Scheme Costs Reserve	Has the meaning given to it in Clause 4.1.1(b).
SchemeCo Wind-Down Costs	The costs of winding down SchemeCo (including running SchemeCo) following completion of the Scheme.
Scheme Creditor	A person who is or claims to be a creditor of SchemeCo in respect of a Scheme Liability.
Scheme Effective Date	The date on which the Order is delivered to the Registrar of Companies in England and Wales for registration.
Scheme Fund	The fund established in accordance with Clause 2.3.
Scheme Liability	A Redress Liability or a FOS Fee Liability.
Scheme Payment	An Initial Scheme Payment or an Upside Payment.
Scheme Portal	The Website or such other website which is notified by

SchemeCo to the Scheme Creditors, through which:

- (a) Scheme Creditors may vote on the Scheme;
- (b) Scheme Creditors may submit a Scheme Claim; and
- (c) SchemeCo will send information relating to the Scheme to Scheme Creditors.

Scheme Supervisors	The persons appointed under Part 6 and any person who is employed by those persons and to whom functions under the Scheme are delegated.
Securitised Loan	A Loan, where ALL has assigned its rights and interests in respect of such Loan to the SPV pursuant to the Receivables Assignment and Servicing Agreement.
Sold Loan	A Loan, where ALL has sold and transferred its rights, interests and obligations under such Loan to Intrum (including, for the avoidance of doubt, pursuant to the Receivables Sale Agreements).
SPV	AMGO Funding (No. 1) Ltd.
Stop Date	21 December 2020.
Trust Account	The account in the name of SchemeCo with account number 35564113 and sort code 56-00-35, the contents of which will be held on trust for the Scheme Creditors.
Upside Payment	Has the meaning given to it in Clause 4.1.2.
Website	www.amigoscheme.co.uk .

1.2 Interpretation

- 1.2.1 Clause and schedule headings in this document are included for convenience only and shall be ignored in its interpretation.
- 1.2.2 In this document, unless the context otherwise requires:
 - (a) references to parts and clauses are references to the parts and clauses respectively of the Scheme;
 - (b) references to a 'person' include references to an individual, firm, partnership, company, corporation, unincorporated body of persons or any state or state agency;
 - (c) references to a statute or a statutory provision include the same as subsequently modified, amended or re-enacted from time to time;

- (d) the singular includes the plural and vice versa and words importing one gender shall include all genders;
- (e) the word 'including' shall be deemed to mean 'including, without limitation';
- (f) headings to parts and clauses are for ease of reference only and shall not affect the interpretation of the Scheme;
- (g) references to a period of days shall include Saturdays, Sundays and public holidays and where the final day falls on a Saturday, Sunday or public holiday, the next Business Day after such date; and
- (h) references to time shall be to London time (GMT/BST, as appropriate).

1.3 SchemeCo

- 1.3.1 SchemeCo was incorporated in England and Wales as a private limited company on 6 January 2021.
- 1.3.2 The entire issued share capital of SchemeCo is held by Holdings PLC.

1.4 Other parties

- 1.4.1 Dan Schwarzmann and Nigel Rackham of PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH have given and not withdrawn their consent to act as the Scheme Supervisors from the Scheme Effective Date in accordance with the terms of the Scheme.
- 1.4.2 The Scheme Adjudicator shall enter into an agreement with SchemeCo with respect to their appointment, and shall have the powers, rights, duties and responsibilities conferred and imposed upon them by the Scheme.
- 1.4.3 Without prejudice to any contractual agreements, no other person shall be a party to the Scheme or be deemed to have entered into it.

1.5 The purpose of the Scheme

- 1.5.1 The purpose of the Scheme is to secure a better return for Scheme Creditors than they would receive if an Insolvency Event were to occur in relation to ALL, AMSL or Holdings PLC.
- 1.5.2 The Scheme will achieve this by compromising the Scheme Liabilities, distributing the Scheme Fund and making Upside Payments to Scheme Creditors in accordance with Part 4.

1.6 The Scheme Effective Date

- 1.6.1 The Scheme shall become effective, and bind SchemeCo and the Scheme Creditors, from the Scheme Effective Date.

PART 2 – THE SCHEME

2.1 Application of the Scheme

- 2.1.1 The Scheme shall apply to all Scheme Liabilities and bind all Scheme Creditors.
- 2.1.2 The Scheme shall not affect the rights of creditors in relation to any Excluded Liabilities.

2.2 Proceedings relating to Scheme Liabilities

- 2.2.1 Scheme Creditors are not permitted to commence or continue any Proceedings against SchemeCo, in any jurisdiction, to establish the existence or amount of a Scheme Liability.
- 2.2.2 No order, judgment, decision or award obtained by a Scheme Creditor in breach of Clause 2.2.1 shall give rise to an Ascertained Scheme Claim. The Scheme Creditor shall not seek to rely on such an order, judgment, decision or award to evidence a Scheme Claim and shall have no right to enforce the order, judgment, decision or award.

2.3 Contribution held for the purposes of the Scheme

- 2.3.1 SchemeCo shall establish the Trust Account for the purposes of the Scheme, the balance of which from time to time is the *Scheme Fund*.
- 2.3.2 The Scheme Fund shall:
 - (a) be ring-fenced and kept separate from other monies (if any) of SchemeCo;
 - (b) only be used for the purposes set out in the Scheme in accordance with Clause 2.3.3; and
 - (c) not be subject to any set-off or netting arrangements with any party.
- 2.3.3 The funds in the Scheme Fund are to be applied only to make payments in respect of Ascertained Scheme Claims in accordance with Part 4, except where an Insolvency Event occurs in respect of ALL after the Scheme Effective Date, in which case the funds in the Scheme Fund are to be applied in the following order:
 - (a) to pay the outstanding Scheme Costs incurred from time to time and/or establish an appropriate reserve (as determined by the Scheme Supervisors) in respect of any anticipated future Scheme Costs; and

- (b) to make payments in respect of Ascertained Scheme Claims in accordance with Part 4.

2.3.4 If an Insolvency Event occurs in relation to ALL after the Scheme Effective Date, SchemeCo shall have the right to make a claim in the insolvency procedure in respect of ALL for the Scheme Costs paid or to be paid by SchemeCo, including from the Scheme Fund, pursuant to the Contribution and Co-operation Agreement.

2.4 Enforcement of Scheme Claims

Scheme Creditors are not permitted to commence or continue any Proceedings against: SchemeCo; the Scheme Adjudicator; the Scheme Supervisors; ALL or AMSL or Holdings PLC; or any directors of SchemeCo or ALL or AMSL or Holdings PLC, in any jurisdiction, to enforce payment of a Scheme Payment or other Scheme Liability or any part of it, except that a Scheme Claimant may commence and continue Proceedings against SchemeCo where SchemeCo has failed to make a Scheme Payment in breach of Part 4 or otherwise to enforce compliance with the terms of the Scheme.

2.5 Set-Off of Cross-Claims

2.5.1 Where there have been mutual credits, mutual debts or other mutual dealings between:

- (a) SchemeCo, ALL, AMSL or Holdings PLC; and
- (b) any Scheme Claimant,

such that there is a Cross-Claim (including for the avoidance of doubt a Cross-Claim in respect of a Securitised Loan), then the value of the Scheme Liability owed by SchemeCo shall have deducted from it the value (as at the Scheme Effective Date) of any such Cross-Claim in set-off (whether owed to SchemeCo, ALL, AMSL or Holdings PLC).

2.5.2 Only the balance (if any) due from SchemeCo, ALL, AMSL or Holdings PLC to the Scheme Claimant following the deduction of any such Cross-Claim shall constitute that Scheme Claimant's Ascertained Scheme Claim (any balance of the Cross-Claim shall remain due and payable on its terms by the Scheme Claimant to SchemeCo, ALL, AMSL or Holdings PLC as the case may be).

2.5.3 In respect of any Loans which are Sold Loans, any balance outstanding under the Loan and owed by a Redress Scheme Claimant to Intrum as at the Scheme Effective Date will be treated, for the purposes of this Clause 2.5 and Clause 2.6 below, as if the balance were owed to ALL.

2.6 Payments made after the Scheme Effective Date

Where a Redress Scheme Claimant has made one or more Post-SED Payments, SchemeCo shall, if and from the date on which the Redress Scheme Claimant's Redress Scheme Claim:

- (a) is determined to be an Ascertained Scheme Claim pursuant to Clause 3.5 or 3.6; or
- (b) would have been determined as an Ascertained Scheme Claim but for the operation of the set-off described in Clause 2.5,

procure that ALL repays to the Redress Scheme Claimant such amounts (if any) as are necessary to return the Redress Scheme Claimant to the position it would have been in had the set-off described in Clause 2.5 occurred on the Scheme Effective Date. Interest shall accrue on the amount of any such repayment obligation at the Redress Interest Rate, calculated from the date of the Post-SED Payment(s) until the date of the repayment by ALL.

2.7 Release of liabilities owed to Scheme Creditors by SchemeCo

- 2.7.1 Subject to Clause 2.7.3, all Scheme Liabilities shall be forever released and discharged on the Scheme Effective Date, except to the extent that they become Ascertained Scheme Claims in accordance with the terms of the Scheme.
- 2.7.2 Payment of the Ascertained Scheme Claims (or part thereof) in accordance with Part 4 shall be in full and final settlement of all and any Scheme Claims of that Scheme Creditor.
- 2.7.3 If the Scheme terminates in accordance with Clause 6.3.2(h), Clause 7.2 or otherwise, and this occurs:
 - (a) before the Claims Submission Deadline, SchemeCo shall owe a Liability to each Scheme Creditor that is equivalent in value to the value of their Scheme Liability immediately before the operation of Clause 2.7.1;
 - (b) after the Claims Submission Deadline, SchemeCo shall owe a Liability to each Scheme Claimant that is equivalent in value to the lower of:
 - (i) the value of their Scheme Liability immediately before the operation of Clause 2.7.1 less any payment made in accordance with Clause 4.1.1; and
 - (ii) the Scheme Adjudicator's determination of a Disputed Scheme Claim pursuant to Clause 3.6.5, if such a determination has been made, less any payment made in accordance with Clause 4.1.1.

2.8 Release of liabilities owed to Scheme Creditors by ALL, AMSL and Holdings PLC

- 2.8.1 Each of the Scheme Creditors shall enter into the Release Agreement with ALL, AMSL and Holdings PLC as set out in Schedule 2 on the Scheme Effective Date and hereby irrevocably authorises the Scheme Supervisors to be its lawful agents to enter into the Release Agreement on his or her behalf.
- 2.8.2 Subject to the operation of Clause 3.2.3 (which for the avoidance of doubt, expressly binds all Scheme Creditors), the Scheme Creditors do not waive their rights to raise any defences which they had a right to raise against ALL, AMSL or Holdings PLC in respect of an Outstanding Balance prior to the Release Agreement taking effect. Such defences shall apply to any claim brought by SchemeCo, ALL, AMSL or Holdings PLC in respect of an Outstanding Balance in the same way they would have applied to claims brought by ALL, AMSL or Holdings PLC prior to the Release Agreement taking effect.
- 2.8.3 SchemeCo shall have the same rights to raise any defences in respect of a Scheme Liability that ALL, AMSL or Holdings PLC had in respect of the Scheme Liabilities prior to the Release Agreement taking effect. Such defences shall apply to the Scheme Liabilities in the same way they would have applied to claims brought by Scheme Creditors against ALL, AMSL or Holdings PLC prior to the Release Agreement taking effect.

2.9 Representatives of Scheme Creditors

- 2.9.1 Where a Scheme Creditor has notified SchemeCo in writing that it has appointed a representative to act on its behalf, or the representative has notified SchemeCo that it is duly authorised to act on behalf of a Scheme Creditor and supplied satisfactory evidence to support this (the *Representative*), SchemeCo will treat the Representative as fully authorised to represent the Scheme Creditor concerned for all purposes in connection with the Scheme. Where the Representative submits on the relevant Scheme Creditor's behalf any information required to be submitted to the Scheme Portal pursuant to the Scheme, the Representative shall be required to do so through such Scheme Creditor's Scheme Portal account.
- 2.9.2 SchemeCo shall address any notifications or other communications under the Scheme to the Representative. SchemeCo shall not have any liability to a Scheme Creditor arising from the operation of this clause.

2.10 The Board

Save that the Scheme Supervisors and the Scheme Adjudicator shall have the powers, rights and duties conferred upon them by the Scheme, the powers of the Board shall

remain as before the Scheme Effective Date and the Board shall exercise all their statutory and managerial powers, rights, duties and functions in relation to SchemeCo.

PART 3 – DETERMINATION OF SCHEME CLAIMS

3.1 Notice of Scheme Effective Date and invitation to submit details of Scheme Liability

3.1.1 Not more than 10 Business Days after the Scheme Effective Date, SchemeCo shall give notice (including an invitation to Scheme Creditors to consult the Scheme Portal and, if appropriate, to submit details of their Redress Liability there) in the following ways that the Scheme has become effective and of the Claims Submission Deadline:

- (a) by email and/or SMS to each person who SchemeCo believes may be a Scheme Creditor;
- (b) by notice on the Website; and
- (c) by advertisement in the Daily Mirror and the Daily Mail.

3.1.2 Three months before the Claims Submission Deadline, and again one month before that date, SchemeCo shall, by email and/or SMS and by posting a notice on the Website and through media channels, invite Potential Redress Creditors who have not yet done so to submit details of their Redress Liability through the Scheme Portal.

3.2 Submission of Scheme Claims

3.2.1 Subject to Clauses 3.2.4, 3.3 and 3.4, Scheme Creditors must indicate that they believe they are owed a Scheme Liability and provide details of their bank account through the Scheme Portal, in accordance with the instructions on that website, on or before the Claims Submission Deadline.

3.2.2 Without prejudice to the power of SchemeCo to request further information, all Redress Creditors must provide to SchemeCo the information and documents indicated on the Scheme Portal.

3.2.3 After the Claims Submission Deadline, Scheme Creditors are not entitled to make or revise a Scheme Claim (even where they were not aware they had a Scheme Claim before the Claims Submission Deadline had passed) or provide further information (unless requested or required to do so by SchemeCo, the Scheme Supervisors or the Scheme Adjudicator).

3.2.4 The FOS shall submit its FOS Fee Claims, including:

- (a) details of such FOS Fee Claims; and
- (b) supporting evidence,

by email to SchemeCo, and shall do so on or before the Claims Submission Deadline.

3.3 Obligation to submit Scheme Portal information

- 3.3.1 Subject to Clause 3.4, Redress Creditors must submit the required details in relation to their Redress Liability through the Scheme Portal or they will not be entitled to any payment in respect of a Redress Liability.
- 3.3.2 Scheme Liabilities that are not submitted as Scheme Claims will not be paid and Scheme Creditors will not have any recourse against SchemeCo except in accordance with the Scheme.
- 3.3.3 Details of Scheme Liabilities provided to SchemeCo for the purposes of the Creditors' Meeting, the amount in respect of which the Scheme Creditor votes at the Creditors' Meeting, and any adjudication, notification or decision relating to the value of the Scheme Creditor's claim for those purposes shall not be binding on anyone other than for the purposes of voting at the Creditors' Meeting. Scheme Creditors are still required to submit details of and documents relating to their Scheme Liability through the Scheme Portal.

3.4 Outstanding Redress Claims

Nothing in Clauses 3.2 or 3.3 shall require Scheme Creditors who have an Outstanding Redress Claim to submit details of their Scheme Liability through the Scheme Portal.

3.5 Determination of Scheme Claims

- 3.5.1 Within eight weeks of submission by a Redress Creditor of a Redress Liability through the Scheme Portal, unless the Redress Creditor has already been sent notice under Clause 3.5.5, SchemeCo shall contact the Redress Creditor notifying him or her of receipt of their Redress Scheme Claim and informing him or her of any rights he or she may have to refer their Redress Scheme Claim to the FOS.
- 3.5.2 SchemeCo shall examine each Scheme Claim of which it is notified in accordance with Clause 3.2. Such examination shall include (without limitation) consideration of whether:
 - (a) Scheme Claims are adequately supported by any documentation submitted through the Scheme Portal;
 - (b) in the case of FOS Fee Claims, details of estimates of FOS Fee Claims are accurate and reasonable; and
 - (c) any Cross-Claim exists in respect of the Scheme Claim;

- 3.5.3 SchemeCo may give notice to the Scheme Claimant specifying further information or evidence it reasonably requires to assist it in determining the Scheme Claim.
- 3.5.4 The Scheme Claimant shall provide that further information or evidence within 30 days of the request being received (failing which SchemeCo shall determine the Scheme Claim on the basis of the information available to it). In the case of Redress Creditors, that information or evidence shall be submitted through the Scheme Portal in accordance with instructions given by SchemeCo.
- 3.5.5 SchemeCo shall notify the Scheme Claimant through the Scheme Portal (in respect of the Redress Scheme Claimants) or by email (in respect of the FOS) of the amount of the Scheme Liability or of the fact that it does not agree that the Scheme Claim is a Scheme Liability.
- 3.5.6 If SchemeCo agrees that the Scheme Claim is a Scheme Liability in whole or in part, the Scheme Claim will become an Ascertained Scheme Claim upon the expiry of the time limit set out in Clause 3.5.7 and no action having been taken thereunder.
- 3.5.7 Clause 3.5.6 shall not apply and a Scheme Claim will become a Disputed Scheme Claim if, within 30 days of the notice given in accordance with Clause 3.5.5, a Scheme Creditor indicates on the Scheme Portal (in respect of the Redress Scheme Claimants) or by email (in respect of the FOS) that it does not agree with SchemeCo's assessment of its Scheme Liability and sets out reasons for this disagreement.
- 3.5.8 In respect of a Disputed Scheme Claim:
- (a) SchemeCo and the Scheme Creditor will attempt to reach an agreement within 30 days of a Disputed Scheme Claim arising. If an agreement is reached and the amount of the Disputed Scheme Claim is greater than zero, the Disputed Scheme Claim will become an Ascertained Scheme Claim; and
 - (b) if no agreement is reached between SchemeCo and the Scheme Creditor within the period set out in Clause 3.5.8(a) above, SchemeCo shall refer the Disputed Scheme Claim to the Scheme Adjudicator. Subject to Clause 3.5.10, SchemeCo may, in its sole discretion, refer Disputed Scheme Claims to the Scheme Adjudicator on an individual basis (*Individual Adjudication*) or in groups (*Group Adjudication*) once SchemeCo determines, in its sole discretion, that a sufficient number of Disputed Scheme Claims exist to form a group capable of being referred to the Scheme Adjudicator.

- 3.5.9 If a Disputed Scheme Claim is referred to the Scheme Adjudicator in accordance with Clause 3.5.8(b), the dispute between SchemeCo and the Scheme Claimant regarding the Scheme Claim or Cross-Claim will be determined by the Scheme Adjudicator in accordance with the adjudication procedure in Clause 3.6.
- 3.5.10 SchemeCo may only refer a Disputed Scheme Claim for Group Adjudication where the relevant Scheme Claimant has not provided in its communication to SchemeCo pursuant to Clause 3.5.7 sufficient explanation or evidence for its disagreement with SchemeCo's assessment of its Scheme Liability such that any further assessment of the Disputed Scheme Claim by the Scheme Adjudicator would be carried out without any new information and/or evidence to that which had previously been considered by SchemeCo in connection with the Disputed Scheme Claim.

3.6 Adjudication of Disputed Scheme Claims

- 3.6.1 Where SchemeCo refers a Disputed Scheme Claim to the Scheme Adjudicator in accordance with Clause 3.5.8(b), SchemeCo shall provide to the Scheme Adjudicator:
- (a) a copy of any notice, statement or correspondence, under this Part 3, sent or received by SchemeCo in connection with the Scheme Claim;
 - (b) a copy of the details provided by the Scheme Creditor through the Scheme Portal (in respect of Redress Creditors) or by email (in respect of the FOS); and
 - (c) details of any Cross-Claim.
- 3.6.2 The Scheme Adjudicator shall have access to all of SchemeCo's relevant records and information in the possession or under the control of SchemeCo that it considers it needs to determine the Disputed Scheme Claim.
- 3.6.3 When a Disputed Scheme Claim is referred to the Scheme Adjudicator for Individual Adjudication:
- (a) the Scheme Adjudicator shall consider the papers and documents before them within eight weeks of receipt of the information referred to in Clause 3.6.1 and, if possible, determine the Disputed Scheme Claim before the end of that period. The Scheme Adjudicator may extend this time limit by giving individual notice to each of SchemeCo and the Scheme Claimant, if it determines (acting reasonably) that a longer time period is required;

- (b) if necessary, the Scheme Adjudicator shall, prior to the expiry of the time period set in accordance with Clause 3.6.3(a) above, send a notice to the person concerned stating that they require:
 - (i) further documents, data or information from the Scheme Claimant or SchemeCo, in which case the recipient shall comply within 30 days of receipt of the notice or other such period as specified therein; and/or
 - (ii) SchemeCo and/or the Scheme Claimant (or its duly authorised representative) to address them on particular matters by email, in which case they shall be entitled to prescribe such procedures or provisions as they deem appropriate to assist them to reach their decision;
- (c) if the Scheme Adjudicator has sent a notice under Clause 3.6.3(b), they shall, if possible, determine the Disputed Scheme Claim within six weeks of receiving any further information pursuant to Clause 3.6.3(b)(i) or having been addressed on particular matters pursuant to Clause 3.6.3(b)(ii). The Scheme Adjudicator may extend this time limit by giving individual notice to each of SchemeCo and the Scheme Claimant if it determines (acting reasonably) that a longer time period is required;
- (d) if SchemeCo or the Scheme Claimant fails to comply with a notice under Clause 3.6.3(b)(i) or 3.6.3(b)(ii) within 30 days or such other period as specified in the notice, the Scheme Adjudicator shall make their determination on the basis of the other information available to them;
- (e) in determining a Disputed Scheme Claim by Individual Adjudication, the Scheme Adjudicator may call for such evidence (including expert evidence), documents, data and information as they may require to assist them to reach their decision;
- (f) the Scheme Adjudicator shall act as an expert and not as an arbitrator; and
- (g) the Scheme Adjudicator shall be entitled to refer the Disputed Scheme Claim to instead be adjudicated by way of Group Adjudication in accordance with Clause 3.6.4 where, in the Scheme Adjudicator's reasonable opinion, Group Adjudication would be a fair, appropriate and efficient way of determining the Disputed Scheme Claim (notwithstanding that the Disputed Scheme Claim had initially been referred to the Scheme Adjudicator for Individual Adjudication).

3.6.4 When Disputed Scheme Claims are referred to the Scheme Adjudicator for Group Adjudication:

- (a) SchemeCo shall provide the Scheme Adjudicator with the information referred to in Clause 3.6.1 with respect to each Disputed Scheme Claim which it is referring for Group Adjudication (the *Group Adjudication Claims*), and shall give the Scheme Adjudicator and the relevant Scheme Claimants notice that such Disputed Scheme Claims are to be determined by way of Group Adjudication;
- (b) the Scheme Adjudicator shall consider an appropriate (in its reasonable determination) sample of the papers and documents provided to them within eight weeks of receipt of the notice referred to in Clause 3.6.4(a) above. The Scheme Adjudicator may extend this time limit by giving individual notice to SchemeCo and each of the relevant Scheme Claimants, if it determines (acting reasonably) that a longer time period is required;
- (c) the Scheme Adjudicator shall make a final and binding determination of all of the Group Adjudication Claims on the basis of the sample considered in accordance with this Clause 3.6.4;
- (d) if necessary, the Scheme Adjudicator shall, prior to the expiry of the time period set out in Clause 3.6.4(b) above, send a notice to the person concerned stating that they require:
 - (i) further documents, data or information from the Scheme Claimant or SchemeCo, in which case the recipient shall comply within 30 days of receipt of the notice or other such period as specified therein; and/or
 - (ii) SchemeCo and/or the Scheme Claimant (or its duly authorised representative) to address them on particular matters by email, in which case they shall be entitled to prescribe such procedures or provisions as they deem appropriate to assist them to reach their decision;
- (e) if SchemeCo or the Scheme Claimant fails to comply with a notice under Clause 3.6.4(d)(i) or 3.6.4(d)(ii) above within 30 days or such other period as specified in the notice, the Scheme Adjudicator shall make their determination on the basis of the other information available to them;
- (f) in determining a Disputed Scheme Claim by Group Adjudication, the Scheme Adjudicator may call for such evidence (including expert evidence), documents, data and information as they may require to assist them to reach their decision;

- (g) the Scheme Adjudicator shall act as an expert and not as an arbitrator; and
 - (h) the Scheme Adjudicator shall be entitled to refer any Group Adjudication Claim to instead be adjudicated by way of Individual Adjudication in accordance with Clause 3.6.3 where, in the Scheme Adjudicator's reasonable opinion, Individual Adjudication would be a fair, appropriate and efficient way of determining the Group Adjudication Claim (notwithstanding that the Group Adjudication Claim had initially been referred to the Scheme Adjudicator for Group Adjudication).
- 3.6.5 The Scheme Adjudicator shall notify SchemeCo and the Scheme Claimant of their determination of the Disputed Scheme Claim through the Scheme Portal (in respect of the Redress Creditors) or by email (in respect of the FOS). If the amount of the Disputed Scheme Claim is greater than zero, this determination will become an Ascertained Scheme Claim on the date the notice is sent.
- 3.6.6 Any notice given by the Scheme Adjudicator under Clause 3.6.5 shall be a final and binding determination of the Disputed Scheme Claim, to the extent the law permits, and the Scheme Claimant and SchemeCo shall have no right of appeal or review, or any right to commence any Proceedings, in respect of either the Scheme Adjudicator's determination or the procedure they employed.
- 3.6.7 At the time they give notice under Clause 3.6.5, the Scheme Adjudicator may make whatever directions they think just for the payment of remuneration, costs, charges and expenses, incurred by them, SchemeCo and the Scheme Claimant, in accordance with the terms of the agreement by which they are appointed, including requiring the Scheme Claimant to pay the costs of dealing with their Disputed Scheme Claim in the event that the Scheme Adjudicator determines that the Scheme Claimant's Disputed Scheme Claim should not have been referred to the Scheme Adjudicator.
- 3.6.8 If, under Clause 3.6.7, the Scheme Adjudicator directs that ALL (or, if an Insolvency Event has occurred in respect of ALL, SchemeCo) shall make any payment, ALL (or, if applicable, SchemeCo) shall make that payment forthwith and that payment shall be a Scheme Cost.

3.7 Variation of time limits

- 3.7.1 Where it is in the interests of Scheme Creditors or the efficient operation of the Scheme, SchemeCo may, by publishing a notice on the Website or giving individual notice to the relevant party, extend any of the time limits in this Part 3 other than the Claims Submission Deadline.

- 3.7.2 Where SchemeCo is satisfied that, due to exceptional circumstances outside the control of a Scheme Creditor, that Scheme Creditor has failed to comply with any time limit, other than the Claims Submission Deadline, SchemeCo may, in its absolute discretion, extend that time limit for that Scheme Creditor, without notice. In relation to Clauses 3.6.3 and 3.6.4, the Scheme Adjudicator shall also have this discretion.

3.8 Scheme Creditors to assist SchemeCo

- 3.8.1 From the Scheme Effective Date until the date on which the Scheme ends in accordance with Clause 6.3.2(h) or Part 7, Scheme Creditors shall provide to SchemeCo, the Scheme Supervisors and the Scheme Adjudicator all assistance it or they reasonably require in connection with the Scheme and in connection with the recovery of any Property or the enforcement of obligations owed to SchemeCo.
- 3.8.2 In particular, SchemeCo may require the following information from a Scheme Claimant:
- (a) full details of how and when a Scheme Claim arose;
 - (b) legible copies of all contracts, orders, judgments, decisions and awards which are relevant to the Scheme Claim; and
 - (c) any other supporting information and documentation SchemeCo reasonably requires.
- 3.8.3 Scheme Creditors shall provide through the Scheme Portal updated bank account information if the bank account information provided by the Scheme Creditor pursuant to Clause 3.2.1 ceases to be correct or current.

3.9 SchemeCo to assist Scheme Creditors

- 3.9.1 From the Scheme Effective Date until the date on which the Scheme ends in accordance with Clause 6.3.2(h) or Part 7, SchemeCo shall provide Scheme Creditors with such assistance as is reasonably practicable in connection with the processing of Scheme Claims and use their reasonable endeavours to answer reasonable questions from Scheme Creditors relating to the Scheme process and Scheme Liabilities.
- 3.9.2 Such assistance shall include the provision of a “frequently asked questions” section of the Website, as well as access to SchemeCo's customer service telephone helpline, until SchemeCo publishes a Scheme Completion Notice on the Website in accordance with Clause 7.1.

PART 4 – PAYMENT TO SCHEME CREDITORS

4.1 Payment of Ascertained Scheme Claims

4.1.1 Following determination and, if necessary, adjudication of all or substantially all of the Scheme Claims in accordance with Clauses 3.5 and 3.6:

- (a) ALL shall calculate the provisional amount, if any, of the Balance Adjustment Contribution, which will be paid by ALL once the Certificate is obtained; then
- (b) the Scheme Supervisors shall, if an Insolvency Event has occurred in respect of ALL, deduct from the Scheme Fund a reasonable reserve for Scheme Costs (the *Scheme Costs Reserve*); then
- (c) SchemeCo shall make an Initial Scheme Payment in one or more tranches from the Scheme Fund in respect of each Ascertained Scheme Claim of:
 - (i) the Ascertained Scheme Claim *divided by* the aggregate amount of all Ascertained Scheme Claims (plus a reserve for any claims not yet agreed);
 - (ii) *multiplied by* the funds available in the Scheme Fund (following, if applicable, deduction of the Scheme Costs Reserve).

4.1.2 Following the making of the payments pursuant to Clause 4.1.1, any further payments made to the Trust Account and added to the Scheme Fund in accordance with the Future Business Contribution shall be applied by the Scheme Supervisors and SchemeCo in the same manner set out in Clause 4.1.1 (the *Upside Payments*). Upside Payments shall only be made where the costs of making such payments, individually or in aggregate, are less than the individual or aggregate (as applicable) amounts of such payments, provided that all Upside Payments shall be made prior to the termination of the Scheme in accordance with Part 7.

4.1.3 Where SchemeCo makes an Initial Scheme Payment under Clause 4.1.1 prior to the determination (and, if necessary, adjudication) of all of the Scheme Claims in accordance with Clauses 3.5 and 3.6:

- (a) the Scheme Supervisors shall only be entitled to carry out the calculation referred to in Clause 4.1.1(c)(i) where they are reasonably certain of the final aggregate amount of all Ascertained Scheme Claims; and
- (b) any further Scheme Payments shall first be applied towards those Scheme Claimants' Ascertained Scheme Claims which, at the time of the

Initial Scheme Payment, had not been determined and/or adjudicated in accordance with Clauses 3.5 and 3.6 (as applicable) until such time as they have received an equal proportion of their Ascertained Scheme Claim as those Scheme Claimants who received an Initial Scheme Payment in accordance with Clause 4.1.1.

4.2 Scheme Payments to Scheme Creditors

- 4.2.1 All Scheme Payments by SchemeCo to a Scheme Claimant shall be made by electronic transfer to the bank account, details of which were provided by the Scheme Claimant in accordance with Clause 3.2.1 or, if applicable, 3.8.3.
- 4.2.2 The Scheme Claimant shall bear all risk of payment under Clause 4.2.1 and, at the discretion of SchemeCo, may be required to bear any costs incurred in relation to the payment as a deduction from the Scheme Payments.
- 4.2.3 An Ascertained Scheme Claim shall be deemed paid on the date that the electronic transfer instruction is given for, or payment is made by another appropriate method of, the Final Scheme Payment. The credit of the amount of the electronic transfer into the designated bank account, shall be good discharge and satisfaction of the Ascertained Scheme Claim and SchemeCo will have no further Liability for such Ascertained Scheme Claim.
- 4.2.4 Subject to Clause 4.2.5 below, any payments received by any Redress Creditor from SchemeCo pursuant to Clause 4.1 will be treated as being applied first towards:
- (a) in the case of a Redress Scheme Claimant who is a borrower in respect of the relevant Redress Scheme Claim, interest and costs paid by the borrower under the original Loan (after the application of set-off pursuant to Clauses 2.5 and 2.6 above), before being applied towards Redress Interest on those amounts; and
 - (b) in the case of a Redress Scheme Claimant who is a guarantor in respect of the relevant Redress Scheme Claim, all principal and interest paid by the guarantor under the original Loan, before being applied towards Redress Interest on those amounts.
- 4.2.5 Any Redress Interest paid to Redress Scheme Claimants pursuant to this Part 4 shall:
- (a) be calculated up to the Scheme Effective Date only; and
 - (b) where the Redress Scheme Claimant is a borrower in respect of the relevant Redress Scheme Claim, shall only be applied to the extent that

the repayments made by the borrower under the original Loan exceed the amount of the principal.

4.3 Unsuccessful payments

- 4.3.1 If an electronic transfer made pursuant to Clause 4.2.1 is unsuccessful through no fault of SchemeCo or SchemeCo's bank, it will re-attempt the electronic transfer or payment within 14 days.
- 4.3.2 If, on a second attempt, the electronic transfer or payment is again unsuccessful, SchemeCo shall again re-attempt the electronic transfer or payment within a further 14 days.
- 4.3.3 If, on the third attempt, the electronic transfer or payment is unsuccessful, SchemeCo will be deemed to have discharged its obligations to the Scheme Claimant in respect of that payment.
- 4.3.4 Unless the Scheme Supervisors decide otherwise, the relevant sum shall be returned to the Scheme Fund to be applied:
 - (a) as a further payment to Scheme Creditors pursuant to Clause 4.1 if the costs of making such a payment are less than the aggregate amount of such sums; or
 - (b) against the SchemeCo Wind-Down Costs if the costs of making a further payment to Scheme Creditors pursuant to Clause 4.1 would be equal to or greater than the aggregate amount of such sums.

4.4 Variation of time limits

Where it is in the interests of Scheme Creditors or the efficient operation of the Scheme, SchemeCo may, by publishing a notice on the Website, extend any of the time limits in this Part 4.

PART 5 – THE SCHEME ADJUDICATOR

5.1 The Scheme Adjudicator

- 5.1.1 The Scheme Adjudicator shall have the powers, rights and duties conferred upon them by the Scheme and shall discharge the duties and responsibilities imposed upon them by the Scheme.
- 5.1.2 SchemeCo shall enter into an agreement with the Scheme Adjudicator with respect to their remuneration and expenses.

5.2 Powers, role and duties of Scheme Adjudicator

- 5.2.1 The Scheme Adjudicator shall be responsible for the independent adjudication and the final determination of Disputed Scheme Claims.
- 5.2.2 The Scheme Adjudicator shall be entitled to engage legal and/or financial advisers from time to time as reasonably required, in order to advise and assist the Scheme Adjudicator in connection with the conduct of their functions and powers under the Scheme. Any costs so incurred (in addition to the Scheme Adjudicator's remuneration and expenses referred to in Clause 5.1.2 above) will be paid by ALL pursuant to the Contribution and Co-operation Agreement or, if an Insolvency Event occurs in respect of ALL, by SchemeCo and treated as Scheme Costs.

5.3 Responsibility of Scheme Adjudicator

- 5.3.1 The Scheme Adjudicator shall act in good faith with reasonable skill and care and shall exercise their powers, duties and functions under the Scheme with a view to ensuring that the Scheme is implemented in accordance with its terms and that Disputed Scheme Claims are adjudicated fairly and as cost-effectively as possible, in the interests of all Scheme Claimants.
- 5.3.2 In determining Disputed Scheme Claims pursuant to Clause 3.6, the Scheme Adjudicator shall act promptly, proportionately and in a cost-efficient manner relative to the value of the Scheme Claims under consideration.

5.4 Liability of Scheme Adjudicator

- 5.4.1 Subject to Clause 5.4.3, Scheme Creditors shall not be entitled to challenge the validity of any act done or omitted to be done in good faith and with due care by the Scheme Adjudicator in pursuance of the provisions of the Scheme or the exercise or performance by them in good faith and with reasonable skill and care of any power, duty or function conferred upon them for the purpose of the Scheme.

5.4.2 The Scheme Adjudicator shall not be liable for any loss resulting from any act they do or omit to do, unless any such loss is attributable to their own willful neglect, breach of statutory duty, breach of trust, fraud or dishonesty.

5.4.3 Nothing in this Clause 5.4 shall prevent the liability of the Scheme Adjudicator for negligence.

5.5 Vacation of office

5.5.1 The Scheme Adjudicator shall vacate office, if they:

- (a) die or otherwise become unable to carry out their duties under the Scheme (where the Scheme Adjudicator is an individual (whether appointed pursuant to Clause 5.5.2 or otherwise));
- (b) become bankrupt (where the Scheme Adjudicator is an individual (whether appointed pursuant to Clause 5.5.2 or otherwise));
- (c) are disqualified from acting as a director under the Company Directors Disqualification Act 1986 (where the Scheme Adjudicator is an individual (whether appointed pursuant to Clause 5.5.2 or otherwise));
- (d) resign by giving 30 days' notice in writing to SchemeCo or such shorter period of time as may be agreed by SchemeCo; or
- (e) are removed by SchemeCo because, in the reasonable opinion of SchemeCo and the Scheme Supervisors, they are unable or have failed to carry out their duties under the Scheme.

5.5.2 Where a vacancy arises in the office of Scheme Adjudicator, SchemeCo shall forthwith fill the vacancy with a person or firm having the requisite qualifications, resources and expertise (as applicable), that is duly qualified, in the reasonable opinion of SchemeCo, to discharge the functions of the Scheme Adjudicator under the Scheme.

PART 6 – THE SCHEME SUPERVISORS

6.1 The Scheme Supervisors

- 6.1.1 The Scheme Supervisors shall initially be Dan Schwarzmann and Nigel Rackham of PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH (each exercising the powers of the Scheme Supervisor individually). SchemeCo shall have the power to appoint any successor of either or both of the Scheme Supervisors.
- 6.1.2 In exercising their powers and carrying out their duties under the Scheme, the Scheme Supervisors shall act as agents of SchemeCo.

6.2 Role of the Scheme Supervisors

- 6.2.1 The Scheme Supervisors shall discharge the duties and responsibilities imposed upon them by the Scheme.
- 6.2.2 The Scheme Supervisors shall act in good faith with reasonable skill and care in the interests of the Scheme Creditors as a whole and shall exercise their powers, duties and functions under the Scheme with a view to ensuring that the Scheme is implemented in accordance with its terms.
- 6.2.3 Without prejudice to the generality of Clause 6.2.1, the Scheme Supervisors shall in addition:
- (a) monitor SchemeCo's compliance with the terms of the Scheme;
 - (b) confirm that costs incurred by SchemeCo as Scheme Costs have been properly incurred in accordance with the Scheme;
 - (c) prepare a quarterly report for creditors providing an update on the progress of the Scheme and to be published on the Website, which report shall (after the Claims Submission Deadline) include an updated estimated outcome for Scheme Claimants; and
 - (d) confirm the completion of the Scheme in accordance with Clause 7.1.

6.3 Powers of the Scheme Supervisors

- 6.3.1 The Scheme Supervisors shall have all of the powers necessary or desirable to enable them to discharge their duties and responsibilities under the Scheme (although it is acknowledged that the Scheme Supervisors cannot exercise any power that would result in their assuming control of SchemeCo's affairs so as to supplant the Board).

6.3.2 Without prejudice to the generality of Clause 6.3.1, each of the Scheme Supervisors shall be entitled:

- (a) to have access to, and the power to disclose to third parties, such company information, books, documents or personnel as may from time to time be necessary for the operation of the Scheme;
- (b) to delegate to or employ any person as they see fit for the carrying out of their powers, rights, duties and functions under the Scheme;
- (c) to do all acts and to execute in the name and on behalf of SchemeCo any deed, receipt or other document necessary for or incidental to their role under the Scheme;
- (d) to apply to the Court for directions in relation to any particular matter arising in the course of the Scheme;
- (e) to engage (or require SchemeCo to engage) legal and financial advisers from time to time as reasonably required, in order to advise and assist the Scheme Supervisors in connection with the conduct of their functions and powers under the Scheme;
- (f) to instruct SchemeCo to make payments pursuant to the terms of the Scheme, including payments that are necessary for or incidental to the performance of the Scheme Supervisors' or SchemeCo's functions under the Scheme;
- (g) to enforce, as SchemeCo's agents, ALL's obligations under the terms of the Contribution and Co-operation Agreement;
- (h) to terminate the Scheme if they consider that this is in the interests of all Scheme Creditors; and
- (i) to engage with the Financial Conduct Authority regarding the operation and progress of the Scheme.

6.4 Responsibility of the Scheme Supervisors

6.4.1 The Scheme Supervisors shall act in good faith with reasonable skill and care and shall exercise their powers, duties and functions under the Scheme with a view to ensuring that the Scheme is implemented in accordance with its terms.

6.4.2 In exercising their powers, duties and functions under the Scheme, the Scheme Supervisors shall act promptly, proportionately and in a cost-efficient manner relative to the value of the Scheme Claims under consideration.

6.5 Liability of the Scheme Supervisors

- 6.5.1 Subject to Clause 6.5.3, Scheme Creditors shall not be entitled to challenge the validity of any act done or omitted to be done in good faith and with due care by the Scheme Supervisors in pursuance of the provisions of the Scheme or the exercise or performance by them in good faith and with reasonable skill and care of any power, duty or function conferred upon them for the purpose of the Scheme.
- 6.5.2 The Scheme Supervisors shall not be liable for any loss resulting from any act which they do or omit to do, unless any such loss is attributable to their own willful neglect, breach of statutory duty, breach of trust, fraud or dishonesty.
- 6.5.3 Nothing in this Clause 6.5 shall prevent the liability of the Scheme Supervisors for negligence.

6.6 Vacation of office

- 6.6.1 A Scheme Supervisor shall vacate office if he:
- (a) dies or otherwise becomes unable to carry out his duties under the Scheme;
 - (b) becomes bankrupt;
 - (c) resigns by giving 30 days' notice in writing to SchemeCo or such shorter period of time as may be agreed by SchemeCo; or
 - (d) is removed by SchemeCo because, in the reasonable opinion of the Board, he is unable or has failed to carry out his duties under the Scheme.
- 6.6.2 Where both Scheme Supervisors vacate office, SchemeCo shall forthwith fill one or both of the vacancies with a person having the requisite qualifications, who is duly qualified, in the reasonable opinion of SchemeCo, to discharge the functions of a Scheme Supervisor under the Scheme.
- 6.6.3 Pending appointment of a replacement Scheme Supervisor in accordance with Clause 6.6.2, SchemeCo shall discharge the functions of the Scheme Supervisors under the Scheme.

PART 7 – COMPLETION AND TERMINATION OF THE SCHEME

7.1 Scheme Completion

If the Scheme Supervisors resolve that:

- 7.1.1 they are satisfied that the Scheme has been properly implemented in accordance with its terms;
- 7.1.2 all Scheme Claims have been determined in accordance with Clause 3.5.6 or 3.5.8 and Clause 3.6.4; and
- 7.1.3 all Ascertained Scheme Claims have been paid in accordance with Clauses 4.1 and 4.2.

SchemeCo shall cause a notice (the *Scheme Completion Notice*) to be published on the Website.

7.2 Scheme Termination

- 7.2.1 The Scheme shall not automatically terminate by reason of the occurrence of an Insolvency Event in respect of SchemeCo.
- 7.2.2 On the occurrence of an Insolvency Event in respect of SchemeCo, any liquidator, administrator or provisional liquidator of SchemeCo may resolve that the Scheme be terminated, in which case:
 - (a) he or she shall cause a notice to be published on the Website that the Scheme has been terminated at the date of the notice; and
 - (b) payments already made to Scheme Creditors under the Scheme shall be unaffected by the termination of the Scheme insofar as this is permitted by the law.
- 7.2.3 Following a notice under Clause 7.1 or Clause 7.2.2(a), the provisions of the Scheme, other than those referred to in Clause 7.2.4, shall be of no further effect.
- 7.2.4 Clauses 2.3, 2.7.3, 2.8, 3.6.6, 8.2, 8.3, 8.4 and Part 5 and 6 shall survive the termination of the Scheme.

PART 8 – GENERAL PROVISIONS RELATING TO THE SCHEME

8.1 Modification of the Scheme

SchemeCo may, at any Court hearing to sanction the Scheme, consent on behalf of the Scheme Creditors to any modification of or addition to the Scheme or any terms or conditions that would not directly or indirectly have a materially adverse effect on the interests of any Scheme Creditor under the Scheme.

8.2 Notices

8.2.1 Any notice or other written communication to be given under or in relation to this Scheme may be given by email and shall be deemed to have been duly given if it is delivered:

- (a) in the case of SchemeCo, for the attention of Nick Beal, by email to companysecretary@amigoloans.me or by letter to Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT or at such other address as SchemeCo may notify to Scheme Creditors for the purpose of this Clause 8.2;
- (b) in the case of the Scheme Supervisors, for the attention of Dan Schwarzmann and Nigel Rackham, by email to uk_amigoschemesupervisor@pwc.com or by letter to Pricewaterhouse Coopers LLP, 1 Embankment Place, London, WC2N 6RH or at such other address as the Scheme Supervisors may notify to Scheme Creditors for the purpose of this Clause 8.2; and
- (c) in the case of a Scheme Creditor or Potential Redress Creditor, through the Scheme Portal, by email or by SMS.

8.2.2 Any notice or other written communication to be given under the Scheme shall be deemed to have been served on the earliest of:

- (a) if sent by email or SMS, on that day;
- (b) if sent through the Scheme Portal, on that day;
- (c) if delivered by hand, the first Business Day following delivery;
- (d) if sent by post, the second Business Day after posting; or
- (e) the Business Day on which the notice or communication is actually received by the recipient.

8.2.3 In proving receipt of a notice sent by post, it shall be sufficient proof that the envelope was properly stamped, addressed and placed in the post.

- 8.2.4 For the purposes of Part 3 and Part 8, the accidental omission to send any notice, written communication or other document in accordance with this Clause 8.2 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of those parts.

8.3 Electronic communications

- 8.3.1 Notwithstanding anything to the contrary in the Scheme (including any requirement that notices or information be sent by post), information concerning Scheme Claims (not including copies of any relevant supporting documentation which was not originally produced in electronic form) and any other communication required to be or capable of being given or sent hereunder may, at the option of the Scheme Creditor, be given or sent by SchemeCo, the Scheme Adjudicator or the relevant Scheme Creditor in electronic form to the address specified in Clause 8.2.1, including by way of a notification to such address that the relevant information has been posted on the Website.
- 8.3.2 Notwithstanding anything contrary in the Scheme, notices given in accordance with the terms of the Scheme may be given in electronic form.
- 8.3.3 Proof that a notice contained in electronic form was sent to the address specified in accordance with Clause 8.3.1 shall be conclusive evidence that the notice was given.

8.4 Governing law and jurisdiction

- 8.4.1 This Scheme shall be governed by, construed and take effect in accordance with, English law.
- 8.4.2 Subject to Clauses 2.2 and 3.6.6, SchemeCo, the Scheme Adjudicator, and the Scheme Creditors hereby submit to the exclusive jurisdiction of the Court and agree that the Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any claim, dispute or matter of difference which may arise out of the provisions of this Scheme, or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme.
- 8.4.3 Nothing in this Scheme shall limit or otherwise affect any other rights which any Scheme Creditor may have to refer any complaint (including in relation to the Scheme) to the FOS or any jurisdiction which the FOS may have to consider and determine any such complaint.

SCHEDULE 1 – EXCLUDED LIABILITIES

complaintid	PersonId
20122	B4AD3D86-402E-E311-8BC7-0050568E0113
20374	00B721E4-7C13-E611-8960-0050568E0113
20582	2261024C-D468-E311-9615-0050568E0113
22791	EE928B62-2311-E611-8960-0050568E0113
23024	B92CC98E-352E-E311-8BC7-0050568E0113
24127	9F48FC89-9EAE-E311-9017-0050568E0113
24194	67F03674-B7F6-E711-80EF-005056850C3A
24418	DF4D01B-4C2E-E311-8BC7-0050568E0113
25721	C265923E-F26B-E411-9539-0050568E0114
25748	4DB3222A-5BEC-E611-80EA-005056850C3A
27150	E344EADC-2D55-E311-8BC7-0050568E0113
27225	877765FD-D736-E711-80EA-005056850C3A
27629	3840A8AB-EC0C-E811-80F1-005056850C3A
28547	9DF86525-4823-E811-811E-005056853B1A
28587	4CCC48ED-E68F-E811-80F6-005056850C3A
28913	E05F4D0E-0A03-E611-8960-0050568E0113
29092	0D31F860-6E96-E811-80F6-005056850C3A
29339	8B99B6DE-DA2E-E311-8BC7-0050568E0113
29517	078DD4F6-BC34-E711-80EA-005056850C3A
30285	1A4C7D1C-5020-E711-80EA-005056850C3A
31947	414630FE-98C7-E311-BDD4-0050568E0114
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32123	A708E1AC-352E-E311-8BC7-0050568E0113
32357	75C68E81-A9B1-E311-9017-0050568E0113
32451	0684AE2E-CB89-E611-A5D8-0050568E0114
32501	E00BA918-6466-E611-A5D8-0050568E0114
33552	C14CF2C4-F0EB-E811-80F6-005056850C3A
34899	57C2EA0A-982E-E311-8BC7-0050568E0113
37029	9EDC9E8E-D035-E511-BA7E-0050568E0113
40889	A4340C53-3201-E811-80F1-005056850C3A
42167	D58D1A89-CECA-E711-80EF-005056850C3A
42209	161ECADO-34B2-E311-9017-0050568E0113
42844	1606B995-362E-E311-8BC7-0050568E0113
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45467	585D1511-E42C-E711-80EA-005056850C3A
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45576	6557BD66-AC3C-E311-8BC7-0050568E0113
45661	337FC29F-F70A-E611-8960-0050568E0113
45771	9FB486C6-A62F-E911-80F7-005056850C3A
45818	B3738868-24F0-E511-8960-0050568E0113
46063	591255D3-E6C3-E711-80EF-005056850C3A
46068	3A504009-7F37-E311-8BC7-0050568E0113

complaintid	PersonId
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137293	C5D886DB-F9FC-E311-B8D2-0050568E0113
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137363	D5DE8823-EE7E-E311-9615-0050568E0113
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137387	7CD9C96A-EB28-E711-80EA-005056850C3A
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46690	556FCB06-373C-E311-88C7-0050568E0113	139878	71FD5E0A-615F-E311-88C7-0050568E0113
46706	35982E28-E547-E311-88C7-0050568E0113	139935	07A3A8F8-A839-E311-88C7-0050568E0113
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104138	1F499DC9-AACB-E611-80EA-005056850C3A	142008	643023BD-3739-E311-88C7-0050568E0113
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136391	A3DF1318-E322-E711-80EA-005056850C3A	159482	E354089F-16C1-E511-8960-0050568E0113
136416	CAB0C889-362E-E311-8BC7-0050568E0113	159649	468A4D72-C144-E311-8BC7-0050568E0113
136486	398FAF0B-378C-E311-9615-0050568E0113	159672	BE489917-3C76-E911-8112-005056853B1A
136502	1FA8E241-677F-E311-9615-0050568E0113	159715	D5D7F580-BA37-E311-8BC7-0050568E0113
136527	7F03185A-435C-E911-8112-005056853B1A	159738	54468D55-0660-E711-80ED-005056850C3A
136566	61169EC3-557A-E911-8112-005056853B1A	159840	23742A2A-DF96-E311-9615-0050568E0113
136595	6E5902A9-5866-E311-8BC7-0050568E0113	159849	414CF829-1911-E611-8960-0050568E0113
136619	7DD2C439-B4D6-E811-80F6-005056850C3A	159873	046B7FF5-753A-E311-8BC7-0050568E0113
136633	44213A3B-A6BC-E311-BDD4-0050568E0114	159882	A8240297-999C-E411-9539-0050568E0114
136668	2DA54D67-712E-E311-8BC7-0050568E0113	159900	FD44EA3D-BD3D-E311-8BC7-0050568E0113
136742	134D0E01-ED5C-E811-80F4-005056850C3A	160009	5221BE1A-8091-E311-9615-0050568E0113
136743	09DEAE0D-E51B-E411-A580-0050568E0114	160050	264EEBE1-54C4-E511-8960-0050568E0113
136787	88D8F107-67BD-E311-BDD4-0050568E0114	160234	18FC113B-336F-E411-9539-0050568E0114
136862	6FD7DB83-FF2E-E911-80F7-005056850C3A	160583	78E4EBB0-C61C-E511-8C5F-0050568E0114
136911	6C1E7600-0315-E611-8960-0050568E0113	160919	35120C4C-D496-E311-9615-0050568E0113
136929	BEC17D05-EF1B-E611-8960-0050568E0113	160945	CA8FE39B-92BE-E511-8960-0050568E0113
136934	1B73E1CE-EB3F-E311-8BC7-0050568E0113	161045	0A43FCEB-4FD7-E611-80EA-005056850C3A
136935	3AD8BA98-048A-E311-9615-0050568E0113	161050	F2C97E62-3CA3-E311-A07B-0050568E0113
136959	B912184B-9C07-E411-A485-0050568E0113	161120	66C73E05-4067-E711-80ED-005056850C3A
137027	501CEB33-9A47-E311-8BC7-0050568E0113	161170	EAF21C72-35A6-E411-9539-0050568E0114
137085	6A386660-532C-E711-80EA-005056850C3A	161803	7A194801-3EC2-E311-BDD4-0050568E0114
137101	43423688-F72F-E611-8960-0050568E0113	161804	90A69806-D971-E611-A5D8-0050568E0114
137162	548C9E3D-879B-E511-8960-0050568E0113	161820	909B035E-671D-E411-A485-0050568E0113
137169	FF50173B-A9A8-E311-B933-0050568E0114	161864	93608F14-D54A-E811-80F4-005056850C3A
137235	4B68480B-878B-E511-8960-0050568E0113	161905	30966830-5837-E311-8BC7-0050568E0113
137252	C6CB5EB3-C83B-E311-8BC7-0050568E0113		

SCHEDULE 2 – RELEASE AGREEMENT

This Release Agreement is made on the Scheme Effective Date, and is made between:

- (1) **THE SCHEME CREDITORS**, as defined in the Scheme and each acting by its agents and attorneys as appointed pursuant to the Scheme;
- (2) **ALL**, as defined in the Scheme;
- (3) **AMSL**, as defined in the Scheme; and
- (4) **HOLDINGS PLC**, as defined in the Scheme,

together the *Parties*.

WHEREAS:

- (A) ALL Scheme Ltd (*SchemeCo*) has entered into a deed poll dated 24 January 2021 creating liabilities to the Scheme Creditors in respect of certain liabilities also owed to them by ALL, AMSL and/or Holdings PLC;
- (B) SchemeCo has proposed the Scheme which the Court has approved; and
- (C) The Scheme Creditors will therefore be able to submit a claim under the Scheme in respect of liabilities originally owed to them by ALL, AMSL and Holdings PLC.

IT IS AGREED as follows:

1. DEFINITIONS

All defined terms which are not otherwise defined in this Release Agreement have the same meaning they have in the scheme of arrangement between SchemeCo and the Scheme Creditors pursuant to Part 26 of the Companies Act 2006 (the *Scheme*).

2. RELEASES AND WAIVERS

- 2.1 In consideration of their right to submit a claim under the Scheme in respect of liabilities owed to them by ALL, AMSL and Holdings PLC (as well as SchemeCo), each Scheme Creditor (whether or not they have submitted a Scheme Claim or have an Ascertained Scheme Claim) hereby fully, irrevocably releases each of ALL, AMSL and Holdings PLC and their directors and employees to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against any and all of ALL, AMSL and Holdings PLC and their respective directors and employees under or in connection with or arising out of any Scheme Liability.
- 2.2 The release in Clause 2.1 will take effect on the later of:
 - (a) the Scheme Effective Date;

- (b) the Contribution and Co-operation Agreement being entered into and becoming effective on its terms; and
 - (c) payment of the Initial ALL Contribution.
- 2.3 The release in Clause 2.1 does not apply to:
- (a) the Excluded Liabilities;
 - (b) any obligations under the Contribution and Co-Operation Agreement; or
 - (c) any Liability incurred by ALL, AMSL or Holdings PLC after the Scheme Effective Date, but only to the extent that such Liability arises directly from the conduct of ALL, AMSL or Holdings PLC following the Scheme Effective Date.
- 2.4 From the date that the release in Clause 2.1 takes effect pursuant to Clause 2.2, Scheme Creditors are not permitted to commence or continue any Proceedings against ALL, AMSL or Holdings PLC, or the directors of ALL, AMSL or Holdings PLC, in any jurisdiction, in respect of a Scheme Liability, Scheme Claim, Scheme Payment, or otherwise in connection with the Scheme.
- 2.5 Subject to the operation of clause 3.2.3 of the Scheme (which for the avoidance of doubt, expressly binds all Scheme Creditors), the Scheme Creditors do not waive their rights to raise any defences which they had a right to raise against ALL, AMSL or Holdings PLC in respect of an Outstanding Balance prior to this Release Agreement taking effect. Such defences shall apply to any claim brought by SchemeCo, ALL, AMSL or Holdings PLC in respect of an Outstanding Balance in the same way they would have applied to claims brought by ALL, AMSL or Holdings PLC prior to this Release Agreement taking effect.

3. EXECUTION, COUNTERPARTS AND AMENDMENT

- 3.1 This Release Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.
- 3.2 This Release Agreement may not be amended, varied or modified nor any provision waived except with prior written consent of each party to this Release Agreement provided that any amendment which adversely affects the rights of a person who is a beneficiary of a release or waiver hereunder but is not a party hereto may not be made without that person's prior written consent.
- 3.3 In the event that any release or waiver given by a party hereto (the *Releasor*) in favour of another party hereto or other beneficiary hereunder (the *Releasee*) is found by a court of competent jurisdiction to be unenforceable (an *Unenforceable Release*), the Releasor agrees that it shall not (and shall not instruct, encourage or support any other person to) bring or join any action, claim or suit or other proceedings of any kind against the Releasee in relation to or arising out of any matter or thing which was the subject of such Unenforceable Release.

4. INVALIDITY

4.1 Each of the provisions of this Release Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

5. THIRD PARTY ENFORCEMENT RIGHTS

5.1 The specified third-party beneficiaries of the releases, waivers, undertakings and/or commitments referred to in Clause 2.1 shall, in each case, have the right to enforce the relevant terms by reason of the Contracts (Rights of Third Parties) Act 1999. The rights of any such third-party beneficiary are subject to the other terms and conditions of this Release Agreement.

5.2 Except as provided in Clause 5.1, any person who is not a party to this Release Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6. GOVERNING LAW AND JURISDICTION

6.1 This Release Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

6.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute including a dispute relating to the non-contractual obligations arising out of or in connection with this Release Agreement.

6.3 The courts of England and Wales are the most appropriate and convenient courts to settle any dispute in connection with this Release Agreement. Each of the Parties irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

6.4 References in Clauses 6.2 and 6.3 to a dispute in connection with this Release Agreement include any dispute as to the existence, validity or termination of this Release Agreement.

SIGNED by:

the Scheme Supervisors for and behalf of the **Scheme Creditors**

for and on behalf of the **Scheme Creditors**

Amigo Loans Ltd, acting by [•], a director

[•]

Amigo Management Services Ltd, acting by [•], a director

[•]

Amigo Holdings PLC, acting by [•], a director

[•]