

**ALL SCHEME LTD**  
*(SchemeCo)*

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**AMENDMENT DEED**

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 **Freshfields Bruckhaus Deringer**

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**THIS DEED IS DATED** 14 March **2022 AND MADE BY:**

**ALL SCHEME LTD**, a company registered in England and Wales with company number 13116075 whose registered office is at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT (*SchemeCo*).

**WHEREAS:**

(A) Capitalised terms used but not defined in this Deed have the meanings given to them in the Deed Poll dated 9 December 2021 (the *Deed Poll*), scheduled here at Schedule 1.

(B) Pursuant to the Deed Poll, SchemeCo assumed joint liability for the Companies' Redress Liabilities and FOS Fee Liabilities.

(C) SchemeCo enters into this Deed in order to amend the definition of the FOS Fee Liability and to insert certain other consequential defined terms.

(D) Accordingly, SchemeCo enters into this Deed to give effect to the Amendments and intends this document to take effect as a Deed.

**IT IS AGREED** as follows:

**1. AMENDMENTS**

1.1 The following amendments shall be made to the Deed Poll:

(a) The definition of 'FOS Fee Liability' shall be amended as follows:

**FOS Fee Liability** means any liability owed to the FOS incurred on or before the Claims Submission Deadline and which relates to a complaint referred to the FOS arising out of or in relation to the provision or administration of a Loan.

(b) The following definitions shall be inserted:

**Claims Submission Deadline** means the date which is six months after the Scheme Effective Date.

**Scheme Effective Date** means the date on which an order sanctioning either of the Schemes is delivered to the Registrar of Companies in England and Wales for registration.

(together, the *Amendments*).

**2. COUNTERPARTS**

This Deed may be executed on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by email attachment or telecopy shall be an effective mode of delivery.

**3. EFFECTIVENESS**

This Deed is delivered and takes effect upon the date of its execution.

**4. ENTIRE AGREEMENT**

This Deed and the documents referred to in this Deed contain the whole agreement relating to the subject matter of this Deed at the date hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written agreement in relation to matters dealt with in this Deed.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This Deed and all matters (including any contractual or non-contractual obligation) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with English law.

5.2 All disputes arising out of or in connection with this Deed, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed, shall be submitted to the exclusive jurisdiction of the English courts.

**IN WITNESS** whereof SchemeCo has caused this Deed to be duly executed on the date first written above.

**SIGNATORIES**

**EXECUTED** as a **DEED** by **ALL**  
**SCHEME LTD** acting by two  
directors

Signed: *Gary Jennison* .....

Print name: Gary Jennison .....

Director

Signed: *Nicholas Beal* .....

Print name: Nicholas Beal .....

Director

**Schedule 1**  
**The Deed Poll**

## DEED POLL

This deed poll (this “**Deed**”) is made on 9 December 2021

by

**ALL Scheme Ltd**, a company incorporated in England and Wales with company number 13116075, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT (“**SchemeCo**”)

in favour of

the **Scheme Creditors**, as defined in this Deed

## DEFINITIONS

**ALL** means Amigo Loans Ltd, a company incorporated in England and Wales with company number 04841153, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.

**AMSL** means Amigo Management Services Ltd, a company incorporated in England and Wales with company number 05391984, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.

**Companies** means ALL, AMSL and Holdings PLC, each being a Company.

**Effective Date** means the date that this Deed is executed.

**Excluded Liability** means any Liability arising out of or in relation to the provision or administration of a Loan, in respect of which: (i) a complaint has been made to any of the Companies by or on behalf of a customer (including, for the avoidance of doubt, borrowers, former borrowers, guarantors and former guarantors); and (ii) before 21 December 2020:

- a) ALL had accepted the complaint, or had made a settlement offer which had been accepted by the customer;
- b) ALL had made a settlement offer dated on or after 21 June 2020, which had not been accepted or rejected by the customer;
- c) ALL had accepted an opinion issued by an adjudicator at the FOS in respect of the complaint; or
- d) ALL had received a final decision from the FOS in respect of the complaint and had not notified that

customer that it intended to ask the court to review that decision

(and SchemeCo will list the relevant unique identifier relating to such Liabilities in Schedule 1 of each of the Schemes).

<b>FOS</b>	means the Financial Ombudsman Service.
<b>FOS Fee Liability</b>	means any Liability owed to the FOS arising out of or in relation to the provision or administration of a Loan.
<b>Holdings PLC</b>	means Amigo Holdings PLC, a company incorporated in England and Wales with company number 10024479, having its registered office at Nova, 118-128 Commercial Road, Bournemouth, England, BH2 5LT.
<b>Insolvency Act</b>	means the Insolvency Act 1986.
<b>Insolvency Event</b>	means, in respect of a company, any of the following events: <ul style="list-style-type: none"><li>a) the making of an order by the court to wind up the company pursuant to the Insolvency Act;</li><li>b) the passing of a resolution under s.84 of the Insolvency Act to wind up the company;</li><li>c) the appointment of an administrator of the company pursuant to the Insolvency Act;</li><li>d) the appointment of a provisional liquidator of the company pursuant to the Insolvency Act;</li><li>e) the appointment of a receiver or an administrative receiver over the whole or substantially all of the company's business or assets; or</li><li>f) the equivalent or an analogous event in any jurisdiction.</li></ul>
<b>Liability</b>	means 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 and Wales, Scotland or Northern Ireland or in any other jurisdiction, or in any other manner whatsoever.
<b>Loan</b>	means a loan made by ALL to any person (whether resident in the United Kingdom or elsewhere) after 28 January 2005 and before 21 December 2020, which was administered by ALL or AMSL.
<b>Redress Creditor</b>	means a person who is owed a Redress Liability.



- Redress Liability** means a Liability owed to a person whether resident in the United Kingdom or elsewhere (including borrowers, former borrowers, guarantors and former guarantors) arising out of or in relation to the provision or administration of a Loan, but excluding:
- (a) any amounts owed between any of the Companies and/or SchemeCo; and
  - (b) the Excluded Liabilities.
- Schemes** means the two schemes of arrangement to be proposed by SchemeCo pursuant to Part 26 of the Companies Act 2006 around or soon after the date of this Deed.
- Scheme Creditor** means a Redress Creditor or the FOS.
- Scheme Liability** means a Redress Liability or a FOS Fee Liability.

**WHEREAS:**

- (1) ALL and/or AMSL provided and/or administered Loans to the Redress Creditors in circumstances which may: (i) entitle the Redress Creditors to seek a redress payment from any or all of the Companies in respect of a Redress Liability; and (ii) require a payment to be made to the FOS in respect of a FOS Fee Liability.
- (2) SchemeCo has been established for the purpose of proposing two schemes of arrangement under Part 26 of the Companies Act 2006 that will, amongst other matters, allow it to pay compensation to Redress Creditors who have a valid claim in respect of a Redress Liability and meet liabilities to the FOS in respect of FOS Fee Liabilities.
- (3) SchemeCo wishes to assume joint liability for the Companies': (i) Redress Liabilities; and (ii) FOS Fee Liabilities. The purpose of this Deed is to allow the Redress Creditors and the FOS to be bound by the Schemes and to benefit from them.
- (4) Pursuant to the Schemes, the Redress Creditors and the FOS respectively will release the Companies from all: (i) Redress Liabilities; and (ii) FOS Fee Liabilities, leaving only SchemeCo liable for the: (i) Redress Liabilities; and (ii) FOS Fee Liabilities, which will be addressed pursuant to the terms of the Schemes.

## **IT IS AGREED:**

### **Assumption of joint liability by SchemeCo to the Scheme Creditors**

1. SchemeCo hereby assumes joint liability (alongside the Companies) to each of the Scheme Creditors as follows:
  - 1.1 each of the Redress Creditors in an amount equal to the amount of any Redress Liability which is owed by each Company to that Redress Creditor; and
  - 1.2 the FOS in an amount equal to the amount of any FOS Fee Liability which is owed by each Company to the FOS.
2. The assumption of liability in Clause 1 above:
  - 2.1 will take effect on the Effective Date and is subject to Clause 3 below; and
  - 2.2 will be subject to SchemeCo having the same rights to raise any defences in respect of a Scheme Liability that any of the Companies had in respect of the Scheme Liabilities on the Effective Date. Such defences shall apply to the Scheme Liabilities in the same way they would have applied to claims brought by Scheme Creditors against any of the Companies on or prior to the Effective Date.

### **Termination**

3. If: (i) SchemeCo has not filed claim forms in relation to the Schemes on or before 31 March 2022; or (ii) neither of the Schemes have been sanctioned and become effective on or before 31 August 2022; or (iii) there is an Insolvency Event in respect of any Company before either of the Schemes have been sanctioned and become effective, then automatically and irrevocably:
  - 3.1 this Deed shall terminate and be treated as void ab initio; and
  - 3.2 without prejudice to Clause 3.1 above, any and all Liabilities arising from the assumption of liability in Clause 1 above shall be discharged and released.

### **Execution**

4. This Deed has been executed as a deed and is delivered and takes effect on the Effective Date.

### **Invalidity**

5. Each of the provisions of this Deed 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 SchemeCo 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.

**Counterparts**

- 6. This Deed may be executed on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

**Governing law and jurisdiction**

- 7. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 8. 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 Deed.
- 9. References in Clause 8 to a dispute in connection with this Deed include any dispute as to the existence, validity or termination of this Deed.

**EXECUTED** as a **DEED** by **ALL**  
**SCHEME LTD** acting by two  
directors

Signed:  .....

Print name: NICHOLAS BEAL

Director

Signed:  .....

Print name: MARY JENKINSON

Director