



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

Before: The Honourable Mr Justice Trower

Date: 23 May 2022

CR-2022-000612

**IN THE MATTER OF ALL SCHEME LTD
AND
IN THE MATTER OF THE COMPANIES ACT 2006**

MINUTE OF ORDER

UPON THE APPLICATION of ALL Scheme Ltd by Part 8 Claim Form dated 3 March 2022 (the *Claim Form*), a company incorporated in England and Wales with registered number 13116075, whose registered office is at Nova, 118-128 Commercial Road, Bournemouth, England BH2 5LT (the *Company*) to sanction of the scheme of arrangement (the *New Business Scheme*) between the Company and its creditors as set out in the Schedule hereto (the *Scheme Creditors*)

AND UPON HEARING Barry Isaacs QC and Adam Al-Attar, Counsel for the Company, William Day, Counsel for the Customer Advocate and Mr Majid for the Amigo Shareholders Action Group

AND UPON READING the Claim Form and the evidence filed in these proceedings

THIS COURT HEREBY SANCTIONS the New Business Scheme as set out in the Schedule hereto

AND IT IS ORDERED that the Company or its solicitors do deliver, as soon as reasonably practicable, a copy of this Order to the Registrar of Companies for England and Wales.

Service of this Order

The Court has provided a sealed copy of this order to the serving party:

Freshfields Bruckhaus Deringer LLP at 100 Bishopsgate, London EC2P 2SR.

Reference: CHWR/RPT:174668-0001

Telephone: 020 7936 4000

SCHEDULE
THE SCHEME

NEW BUSINESS SCHEME



CR-2022-000612

SCHEME OF ARRANGEMENT

under 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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*W.S.
23/5/22*

TABLE OF CONTENTS

PART 1 – PRELIMINARY.....	5
1.1 Definitions.....	5
1.2 Interpretation.....	14
1.3 Other parties.....	14
1.4 The Scheme Effective Date	15
PART 2 – GENERAL APPLICATION, SET-OFF AND RELEASES	16
2.1 Scope of the Scheme.....	16
2.2 Proceedings relating to Scheme Liabilities.....	16
2.3 The Scheme Fund	16
2.4 Prohibition on Enforcing Scheme Claims.....	17
2.5 Set-Off.....	17
2.6 Payments made after the Scheme Effective Date	17
2.7 Release of liabilities owed to Scheme Creditors.....	18
2.8 Release of liabilities owed to Scheme Creditors by ALL, AMSL and Holdings PLC	18
2.9 Representatives	19
2.10 The Board.....	19
PART 3 – ALTERNATE OUTCOMES	20
3.1 The Preferred Solution and the Fallback Solution.....	20
3.2 The Preferred Solution	20
3.3 The Fallback Solution	21
PART 4 – DETERMINATION OF SCHEME CLAIMS.....	23
4.1 Notice of Scheme Effective Date and invitation to submit details of Scheme Claim	23
4.2 Submission of Scheme Claims.....	23
4.3 Requirement to submit Scheme Portal information.....	24
4.4 Outstanding Redress Claims	25

4.5	Determination of Scheme Claims	25
4.6	Adjudication of Disputed Scheme Claims	28
4.7	Variation of time limits	31
4.8	Mutual assistance	32
PART 5 – PAYMENT TO SCHEME CREDITORS		33
5.1	Payments under the Preferred Solution and the Fallback Solution.....	33
5.2	If the Preferred Solution is implemented	33
5.3	If the Fallback Solution is implemented	35
5.4	Scheme Payments to Scheme Creditors.....	37
5.5	Unsuccessful payments	37
5.6	Variation of time limits	38
PART 6 – THE SCHEME ADJUDICATOR		39
6.1	The Scheme Adjudicator.....	39
6.2	Powers, role and duties of Scheme Adjudicator	39
6.3	Responsibility of Scheme Adjudicator	39
6.4	Liability of Scheme Adjudicator.....	39
6.5	Vacation of office	40
PART 7 – THE SCHEME SUPERVISORS.....		41
7.1	The Scheme Supervisors.....	41
7.2	Role of the Scheme Supervisors	41
7.3	Powers of the Scheme Supervisors	41
7.4	Responsibility of the Scheme Supervisors.....	42
7.5	Liability of the Scheme Supervisors	42
7.6	Vacation of office	43
PART 8 – COMPLETION AND TERMINATION OF THE SCHEME		44
8.1	Scheme Completion.....	44

8.2	Scheme Termination	44
8.3	Scheme Termination upon the occurrence of a Trigger Event	44
PART 9 – GENERAL PROVISIONS RELATING TO THE SCHEME		47
9.1	Modification of the Scheme	47
9.2	Notices	47
9.3	Electronic communications.....	48
9.4	Governing law and jurisdiction.....	48
SCHEDULE 1 – EXCLUDED LIABILITIES		49
SCHEDULE 2 – TURNOVER AMOUNT		50
SCHEDULE 3 – RELEASE AGREEMENT.....		53
1.	Definitions.....	53
2.	Releases and Waivers	53
3.	Execution, Counterparts and Amendment	54
4.	Invalidity	55
5.	Third Party Enforcement Rights	55
6.	Governing Law and Jurisdiction.....	55

PART 1 – PRELIMINARY**1.1 Definitions**

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

Additional Scheme Payments	Payments made to Scheme Creditors in accordance with Clause 5.2.7 or Clause 5.3.7.
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.
ALL Bank Accounts	<p>All bank accounts held by ALL from time to time, but excluding:</p> <ul style="list-style-type: none"> (a) the bank account held with NatWest (account number 35564490, sort code 56-00-35) where ALL holds certain funds on trust for the beneficiaries of the Excluded Liabilities; and (b) the bank account held with NatWest (account number 35576324, sort code 56-00-35) where ALL holds certain funds on trust for those beneficiaries who become entitled to such funds in accordance with the Escrow Agreement.
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 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 4.5 or adjudicated by the Scheme Adjudicator in accordance with Clause 4.6.
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; (b) less any amounts due to the Scheme Creditor under the Escrow Agreement; plus (c) any Redress Interest, <p>after both the Scheme Claim and Cross-Claim have been determined by SchemeCo in accordance with Clause 4.5 or</p>

	adjudicated by the Scheme Adjudicator in accordance with Clause 4.6.
Ascertained Scheme Claim	An Ascertained Redress Scheme Claim or an Ascertained FOS Fee Scheme Claim.
Ascertained Scheme Creditor	A Scheme Creditor who has an Ascertained Scheme Claim.
Board	The board of directors of SchemeCo from time to time or any duly constituted committee thereof.
Bonds	The high yield bonds issued by Amigo Luxembourg S.A. pursuant to an indenture dated 20 January 2017, entered into between Amigo Luxembourg S.A. as issuer, ALL and AMSL as guarantors, among others, as amended from time to time.
Business Day	A day, other than a Saturday or a Sunday, on which banks are open for general business in London.
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 3 March 2022 and as amended and restated on 14 March 2022, pursuant to which, amongst other things, ALL agrees to pay:</p> <ul style="list-style-type: none"> (a) the First Funding Payment; (b) the Second Funding Payment; (c) the Turnover Amount; (d) the Top-up Amount; (e) the Excess Cash Amount; and (f) the Scheme Costs.
Court	The High Court of Justice of England and Wales.
Creditors' Meeting	The meeting of the Scheme Creditors convened under Section 896 of the Companies Act 2006 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) would have been owing in a liquidation of SchemeCo, ALL, AMSL or Holdings PLC (as applicable) had the

relevant company entered liquidation immediately before the Scheme Effective Date; and

- (b) 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 before the Scheme Effective Date.

Cut-off Date	Has the meaning given to it in Schedule 2.
Deed Poll	The deed poll dated 9 December 2021 as amended pursuant to a deed of amendment dated 14 March 2022 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 in respect of which a Scheme Claimant has indicated disagreement in accordance with Clause 4.5.8.
Escrow Agreement	The trust agreement dated 24 December 2021 entered into by ALL as trustee pursuant to which ALL has agreed to hold certain amounts on trust for certain Redress Creditors who become beneficiaries thereof.
Excess Cash Amount	An amount in excess of the Top-up Amount, to be determined by ALL, acting reasonably by its directors having regard to Scheme Creditors' interests and the aim to maximise returns to them, that investors will tolerate being paid to Scheme Creditors from the equity raise to be undertaken as part of the New Business Conditions.
Excluded Liability	Any Liability listed in Schedule 1.
Fallback Date	<p>The earlier to occur of:</p> <ul style="list-style-type: none"> (a) the date that is 12 months and one day after the Scheme Effective Date, but only where the New Business Conditions have not been satisfied prior to such date; (b) the date on which ALL's directors certify to the Scheme Supervisors that they do not expect the New Business Conditions to be satisfied; (c) the date that is 15 Business Days after the Scheme Effective Date, but if (and only if): (i) ALL has failed to pay the First Funding Payment to SchemeCo within 5 Business Days of the Scheme Effective Date in accordance with Clause 3.2.1; and (ii) where such

payment default has not been remedied on or before this date;

- (d) the date that is 9 months and 10 Business Days after the Scheme Effective Date, but if (and only if): (i) ALL has failed to pay the Second Funding Payment to SchemeCo within 9 months of the Scheme Effective Date in accordance with Clause 3.2.2; and (ii) where such payment default has not been remedied on or before this date; or
- (e) the date that is 10 Business Days after the New Business Conditions have been satisfied, but if (and only if) ALL has failed to pay the Top-up Amount and any Excess Cash Amount to SchemeCo in accordance with Clause 3.2.3.

Fallback Solution	The method of implementing this Scheme which is the secondary and alternate objective of the Scheme, to be implemented only if the Fallback Date occurs, as described in this Scheme particularly in Clause 3.3 and Clause 5.3.
Final Scheme Payment	The final Scheme Payment that SchemeCo makes to a Scheme Creditor.
First Funding Payment	A payment of £60,000,000.00.
FOS	The Financial Ombudsman Service.
FOS Fee Claim	The information submitted to SchemeCo by the FOS in relation to the FOS Fee Liability in accordance with Clause 4.2, including any supporting evidence.
FOS Fee Liability	Any liability owed by SchemeCo (pursuant to the Deed Poll) 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.
Group Adjudication	Adjudication by the Scheme Adjudicator of multiple Disputed Scheme Claims in accordance with SchemeCo's discretion under Clause 4.5.9(e)(ii).
Group Adjudication Claims	A group of Disputed Scheme Claims referred to the Scheme Adjudicator for adjudication in accordance with Clause 4.5.9(e)(ii).
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	Adjudication by the Scheme Adjudicator of a single Disputed Scheme Claim in accordance with SchemeCo's discretion under Clause 4.5.9(e)(i).
Initial Scheme Payment	A payment made by SchemeCo to a Scheme Creditor pursuant to Clause 5.2.4 or Clause 5.3.4.
Insolvency Event	In respect of a company, any of the following events: <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 1986; (b) the passing of a resolution under s.84 of the Insolvency Act 1986 to wind up the company; (c) the appointment of an administrator of the company pursuant to the Insolvency Act 1986; (d) the appointment of a provisional liquidator of the company pursuant to the Insolvency Act 1986; 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 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 and Wales, 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 elsewhere) after 28 January 2005 and before 21 December 2020, which was administered by ALL or AMSL.
Minimum Liquidity Reserve	The minimum amount of liquidity which ALL is required to maintain to satisfy applicable regulatory requirements.
New Business Conditions	The conditions set out in Clause 3.2.4.
Order	The order of the Court sanctioning the Scheme.
Outstanding Balance	Any Liability owed by a Redress Creditor:

- (a) to SchemeCo, ALL, AMSL or Holdings PLC; and/or
- (b) in respect of a Sold Loan.

Outstanding Redress Claim

A claim made against ALL, in respect of a Redress Liability, where:

- (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.

Potential Redress Creditor

Any person who borrowed or guaranteed a Loan.

Preferred Solution

The method of implementing this Scheme which is the primary objective of the Scheme, as described in this Scheme particularly in Clause 3.2 and Clause 5.2.

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.
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 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 year.
Redress Liability	<p>A Liability owed by SchemeCo (pursuant to the Deed Poll) 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:</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.
Redress Reserve Fund	Such amounts as are necessary to be held in reserve to meet potential future redress claims (if any) that may arise in connection with the provision of a loan made by ALL between the Scheme Effective Date and the Fallback Date.
Redress Scheme Claim	The information submitted through the Scheme Portal by a Redress Creditor indicating that they believe they are owed a Redress Liability in accordance with Clause 4.2 or an Outstanding Redress Claim, including in either case, any evidence submitted in support thereof.
Redress Scheme Claimant	A Potential Redress Creditor who has submitted a Redress Scheme Claim.
Release Agreement	The agreement to be entered into substantially in the form set out in Schedule 3.
Representative	<p>A person whom a Scheme Creditor has authorised to act on the Scheme Creditor's behalf and:</p> <ul style="list-style-type: none"> (a) the Scheme Creditor has notified SchemeCo in writing of that authorisation; or

	(b) the person so authorised has notified SchemeCo in writing of their authority to act on the Scheme Creditor's behalf and provided evidence of that authority to SchemeCo's reasonable satisfaction.
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 9.1.
Scheme Adjudicator	The person to be appointed under Part 6 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 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 as agreed with SchemeCo pursuant to Clause 6.1.2; and ii. the Scheme Supervisors as agreed with ALL; and (b) the SchemeCo Wind-Down Costs.
Scheme Costs Reserve	An amount that the Scheme Supervisors shall estimate if an Insolvency Event has occurred in respect of ALL, representing a reasonable reserve for Scheme Costs.
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 balance from time to time standing to the credit of the Trust Account, held on trust by SchemeCo in accordance with Clause 2.3.
Scheme Liability	A Redress Liability or a FOS Fee Liability.
Scheme Payment	An Initial Scheme Payment or an Additional Scheme Payment.
Scheme Payment Percentage	The percentage of each Ascertained Scheme Claim payable by SchemeCo to each Ascertained Scheme Creditor, as determined in accordance with Part 5.
Scheme Portal	<p>The Website or such other website which is notified by SchemeCo to the Scheme Creditors, through which:</p> <ul style="list-style-type: none"> (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 7 and any person who is employed by those persons and to whom functions under the Scheme are delegated.
Second Funding Payment	A payment of £37,000,000.00.
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).
Stop Date	21 December 2020.
Top-up Amount	£15,000,000.00.
Trigger Event	The occurrence of any event, including the receipt by ALL of a material fine from the Financial Conduct Authority, which the Scheme Supervisors determine would probably result in a worse outcome for Scheme Creditors under the Scheme than in an administration or insolvent liquidation of ALL.
Trust Account	The account in the name of SchemeCo with account number 35564113 and sort code 56-00-35, the balance of which is held on trust by SchemeCo for the Scheme Creditors.
Turnover Amount	The amount that is calculated in accordance with Schedule 2.
Website	The website at 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 Other parties

1.3.1 ALL, AMSL and Holdings PLC are not a party to the Scheme nor are they deemed to have entered into the Scheme. SchemeCo undertakes to the Court to procure that ALL, AMSL and Holdings PLC comply with the terms of this Scheme as they apply to them. SchemeCo further undertakes, where necessary, to take steps to enforce compliance with the terms of this Scheme and the Contribution and Co-operation Agreement by ALL, AMSL and Holdings PLC.

1.3.2 The Scheme Supervisors have given an undertaking to the Court to be bound by the terms of this Scheme as they apply to the Scheme Supervisors, and they shall have the powers, rights, duties and responsibilities conferred and imposed upon them by the Scheme.

- 1.3.3 The Scheme Adjudicator: (i) has given an undertaking to the Court to be bound by the terms of this Scheme as they apply to the Scheme Adjudicator; (ii) shall enter into an agreement with SchemeCo with respect to their appointment; and (iii) shall have the powers, rights, duties and responsibilities conferred and imposed upon them by the Scheme.

1.4 The Scheme Effective Date

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

PART 2 – GENERAL APPLICATION, SET-OFF AND RELEASES

2.1 Scope of the Scheme

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

2.2 Proceedings relating to Scheme Liabilities

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

2.3 The Scheme Fund

- 2.3.1 Subject to: (i) SchemeCo's obligations pursuant to Clause 3.3.4; and (ii) the occurrence of a Trigger Event pursuant to Clause 8.3 and the provisions of that clause, the Scheme Fund shall:
 - (a) be held on trust by SchemeCo for the benefit of Scheme Creditors;
 - (b) be ring-fenced and kept separate from other monies (if any) of SchemeCo;
 - (c) only be used for the purposes set out in the Scheme in accordance with Clause 2.3.2; and
 - (d) not be subject to any set-off, netting arrangements or security rights with any party.
- 2.3.2 The Scheme Fund shall be applied only to pay Ascertained Scheme Claims in accordance with Part 5, unless an Insolvency Event occurs in respect of ALL after the Scheme Effective Date, in which case the Scheme Fund shall be applied in the following order:
 - (a) to pay outstanding Scheme Costs and/or establish an appropriate reserve (as determined by the Scheme Supervisors) in respect of future Scheme Costs; and
 - (b) to pay Ascertained Scheme Claims in accordance with Part 5.

2.4 Prohibition on Enforcing Scheme Claims

Scheme Creditors must not commence or continue any Proceedings against SchemeCo, the Scheme Adjudicator, the Scheme Supervisors, or any directors of SchemeCo, in any jurisdiction, to enforce payment of a Scheme Payment or other Scheme Liability or any part of it, except that a Scheme Creditor may commence and continue Proceedings against SchemeCo if SchemeCo has failed to make a Scheme Payment in breach of Part 5 or otherwise to enforce compliance with the terms of the Scheme.

2.5 Set-Off

- 2.5.1 Where SchemeCo, ALL, AMSL or Holdings PLC has a Cross-Claim, the Cross-Claim, as at the Scheme Effective Date, shall be deducted from the value of the relevant Scheme Claimant's Scheme Claim where such Scheme Claim is determined and/or adjudicated to be valid in whole or in part pursuant to Clause 4.5 or Clause 4.6 (as applicable), to determine that Scheme Claimant's Ascertained Scheme Claim.
- 2.5.2 Only the balance (if any) due from SchemeCo, ALL, AMSL or Holdings PLC to a Scheme Claimant following the deduction of any Cross-Claim shall be taken into account when determining that Scheme Claimant's Ascertained Scheme Claim. Any balance of the Cross-Claim owed by the Scheme Claimant to any of SchemeCo, ALL, AMSL or Holdings PLC (as applicable) shall remain due and payable on its terms.
- 2.5.3 Where a Redress Scheme Claimant has a Scheme Claim determined and/or adjudicated as a valid Scheme Claim pursuant to Clause 4.5 or Clause 4.6 (as applicable) in respect of a balance outstanding under a Sold Loan owed by such Redress Scheme Claimant to Intrum as at the Scheme Effective Date, such balance 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

- 2.6.1 Where a Redress Scheme Claimant has made one or more payments to ALL or Intrum after the Scheme Effective Date in relation to an Outstanding Balance, Clause 2.6.2 and Clause 2.6.3 shall apply.
- 2.6.2 SchemeCo shall procure that, as soon as practicable after the date on which the relevant Redress Scheme Claimant's Redress Scheme Claim:
 - (a) is determined to be an Ascertained Scheme Claim pursuant to Clause 4.5 or Clause 4.6; or
 - (b) would have been determined as an Ascertained Scheme Claim but for the operation of the set-off described in Clause 2.5,

ALL pays the Redress Scheme Claimant any amount necessary to return them to the position they would have been in had the set-off described in Clause 2.5 occurred on the Scheme Effective Date.

- 2.6.3 Interest shall accrue on the amount of any payment to be made by ALL under Clause 2.6.2 at the Redress Interest Rate, calculated from the date of the relevant payments to ALL or Intrum described in Clause 2.6.1 until the date of the payment by ALL under Clause 2.6.2.

2.7 Release of liabilities owed to Scheme Creditors

- 2.7.1 Subject to Clause 2.7.3, on the later of: (i) the Scheme Effective Date; and (ii) the date of the First Funding Payment, all Scheme Liabilities shall be forever released and discharged against SchemeCo, ALL, AMSL or Holdings PLC, except as against SchemeCo 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 5 shall be in full and final settlement of all and any Scheme Claims of that Scheme Creditor and the Scheme Creditor shall forever release and discharge SchemeCo from any further claims in respect of such Ascertained Scheme Claims.
- 2.7.3 If the Scheme terminates in accordance with Clause 8.2, 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 5.2 or Clause 5.3; and
 - (ii) the Scheme Adjudicator's determination of a Disputed Scheme Claim pursuant to Clause 4.6.5, if such a determination has been made, less any payment made in accordance with Clause 5.2 or Clause 5.3.

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

- 2.8.1 Each Scheme Creditor shall enter into the Release Agreement as set out in Schedule 3 on the Scheme Effective Date and hereby irrevocably authorises the Scheme Supervisors to sign the Release Agreement as their agents.

- 2.8.2 Subject to the operation of Clause 4.2 (which for the avoidance of doubt, expressly binds all Scheme Creditors) and the effect of the Release Agreement executed pursuant to Clause 2.8.1, the Scheme Creditors shall not because of this Scheme waive any defences (in particular, of equitable set-off) they may have against any person (other than SchemeCo, ALL, AMSL or Holdings PLC) in respect of an Outstanding Balance before the Release Agreement takes effect. Such defences shall apply to any claim brought by any person (other than SchemeCo, ALL, AMSL or Holdings PLC) in respect of an Outstanding Balance in the same way they would have applied to any such claim brought prior to the Release Agreement taking effect.
- 2.8.3 SchemeCo shall have any defences to claims in respect of a Scheme Liability that ALL, AMSL or Holdings PLC had in respect of the Scheme Liabilities before the Release Agreement took effect. Such defences shall apply to Scheme Liabilities in the same way they would have applied to claims against ALL, AMSL or Holdings PLC before the Release Agreement took effect.

2.9 Representatives

- 2.9.1 SchemeCo will recognise the Representatives' authority to represent relevant Scheme Creditors for all purposes in connection with the Scheme.
- 2.9.2 Where a Representative submits on a Scheme Creditor's behalf any information required to be submitted to the Scheme Portal, the Representative shall do so through that Scheme Creditor's Scheme Portal account.
- 2.9.3 Where a Scheme Creditor has a Representative, SchemeCo shall address any notifications or other communications under the Scheme to the Representative. SchemeCo shall not have any liability to a Scheme Creditor or Representative arising from the operation of this Clause 2.9.

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 be entitled to exercise all their statutory and managerial powers and rights in relation to SchemeCo in accordance with their duties and functions.

PART 3 – ALTERNATE OUTCOMES

3.1 The Preferred Solution and the Fallback Solution

- 3.1.1 After the Scheme Effective Date, SchemeCo shall take the steps in Clause 3.2 to implement the Preferred Solution.
- 3.1.2 If the New Business Conditions are not satisfied in accordance with Clause 3.2.3 then ALL and SchemeCo shall take the steps in Clause 3.3 to implement the Fallback Solution.

3.2 The Preferred Solution

- 3.2.1 SchemeCo shall procure that ALL pays the First Funding Payment into the Trust Account no later than 5 Business Days after the Scheme Effective Date.
- 3.2.2 SchemeCo shall procure that ALL pays the Second Funding Payment into the Trust Account no later than 9 months after the Scheme Effective Date.
- 3.2.3 If the New Business Conditions are all satisfied:
 - (a) SchemeCo shall procure that ALL pays the Top-up Amount and any Excess Cash Amount into the Trust Account no later than 10 Business Days after the New Business Conditions are satisfied; and
 - (b) immediately after receipt of the Top-up Amount and any Excess Cash Amount into the Trust Account, the Scheme Fund shall without any further formality, be released to SchemeCo to be paid in accordance with Clause 5.2.
- 3.2.4 The New Business Conditions are:
 - (a) ALL's directors certify to the Scheme Supervisors, no later than 9 months after the Scheme Effective Date, that ALL has started new lending; and
 - (b) ALL's directors certify to the Scheme Supervisors, no later than 12 months after the Scheme Effective Date, that an equity raise consisting of the issue of at least 19 ordinary shares in Holdings PLC for every 1 ordinary share in Holdings PLC in issue immediately prior to the relevant equity raise, has taken place.
- 3.2.5 An assessment to determine whether there is a Turnover Amount shall be carried out by the Scheme Supervisors in accordance with Schedule 2 at such time as the Scheme Supervisors consider appropriate, which shall be no later than 18 months after the Scheme Effective Date. If there is a Turnover Amount, the Scheme Supervisors shall select an appropriate expert to certify to SchemeCo

the value of the Turnover Amount. Upon receipt of such certification, SchemeCo shall provide a copy to ALL.

- 3.2.6 No later than 5 Business Days after the delivery of the certification specified in Clause 3.2.5 by SchemeCo to ALL, SchemeCo shall procure that ALL pays any Turnover Amount into the Trust Account.

3.3 The Fallback Solution

- 3.3.1 If the Fallback Date occurs, the following provisions of this Clause 3.3 shall apply.
- 3.3.2 If ALL has started new lending, SchemeCo shall procure that ALL shall cease all further lending as soon as possible after the Fallback Date.
- 3.3.3 In accordance with the Contribution and Co-operation Agreement, within 10 Business Days of the Fallback Date, ALL shall, in conjunction with the Scheme Supervisors, certify to SchemeCo the amount(s) that it estimates are necessary to:
- (a) repay all amounts outstanding in connection with the Bonds within 1 month;
 - (b) discharge all accrued costs, liabilities and expenses of ALL to date;
 - (c) provide for the Minimum Liquidity Reserve and Redress Reserve Fund;
 - (d) meet all future costs, liabilities and expenses which ALL, in conjunction with the Scheme Supervisors, reasonably estimates it will incur in connection with winding down ALL's business on a solvent basis; and
 - (e) meet all Scheme Costs which SchemeCo, in conjunction with the Scheme Supervisors, reasonably estimates will be incurred in connection with this Scheme.
- 3.3.4 Within 10 Business Days of receipt of the certificate referred to in Clause 3.3.3, SchemeCo shall pay to ALL the amount(s) specified in the certificate.
- 3.3.5 In accordance with the Contribution and Co-operation Agreement, SchemeCo shall further procure that, beginning from the date on which ALL has received the payment referred to in Clause 3.3.4, ALL shall make a payment every month thereafter into the Trust Account in an amount equal to any additional collections made from its existing loan book during that period, less any additional amounts required (if any) to provide for any further costs, liabilities and expenses set out in Clause 3.3.3.

- 3.3.6 Immediately after the respective payments required under Clause 3.3.3 and Clause 3.3.5 have been made, the funds received shall form part of the Scheme Fund and shall immediately without any further formality be released to SchemeCo for use in accordance with Clause 5.3.
- 3.3.7 Prior to ALL being wound up and formally dissolved and having: (i) made the payments specified in Clause 3.3.3 and Clause 3.3.5; and (ii) determined that the provisions made for the Minimum Liquidity Reserve and the Redress Reserve Fund have been either applied in full or are otherwise no longer required to be retained, SchemeCo shall procure that ALL pays into the Trust Account any residual funds standing to the credit of the ALL Bank Accounts. SchemeCo shall apply any such funds in accordance with Clause 2.3.
- 3.3.8 Within two months of receipt by SchemeCo of the residual funds standing to the credit of the ALL Bank Accounts from ALL pursuant to Clause 3.3.7, SchemeCo shall procure, including by enforcing the commitment given by ALL pursuant to the Contribution and Co-operation Agreement, that ALL takes all steps reasonably possible to place itself into a members' voluntary liquidation. If it is not possible for ALL to place itself into a members' voluntary liquidation within this timeframe, SchemeCo shall procure, including by enforcing the commitment given by ALL pursuant to the Contribution and Co-operation Agreement, that ALL take steps to initiate an insolvent liquidation or administration.

PART 4 – DETERMINATION OF SCHEME CLAIMS

4.1 Notice of Scheme Effective Date and invitation to submit details of Scheme Claim

4.1.1 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 Scheme Claim 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 and for whom SchemeCo has an email address and/or phone number;
- (b) by notice on the Website; and
- (c) by advertisement in the Daily Mirror and the Daily Mail.

4.1.2 Three months before the Claims Submission Deadline, and again one month before that date, SchemeCo shall by: (a) email and/or SMS; (b) posting a notice on the Website; and (c) advertisement in the Daily Mirror and the Daily Mail, invite Potential Redress Creditors who have not yet done so to submit details of their Redress Scheme Claim through the Scheme Portal.

4.2 Submission of Scheme Claims

4.2.1 Subject to Clause 4.2.4, Clause 4.3 and Clause 4.4, Scheme Creditors shall not be entitled to any payment in respect of a Scheme Liability unless they indicate that they believe they are owed a Scheme Liability by submitting a Scheme Claim and provide details of their bank account through the Scheme Portal, in accordance with the instructions on the Website, on or before the Claims Submission Deadline.

4.2.2 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.

4.2.3 After the Claims Submission Deadline, Scheme Creditors may not:

- (a) make new Scheme Claims, even if they were not aware that they had a Scheme Claim before the Claims Submission Deadline;
- (b) revise Scheme Claims that they have already made, even to reflect information they were not aware of before the Claims Submission Deadline; or

- (c) provide additional information about Scheme Claims that they have already made,

unless requested or required to do so by SchemeCo, the Scheme Supervisors or the Scheme Adjudicator.

4.2.4 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.

4.2.5 A Scheme Claim which has not been submitted to SchemeCo through the Scheme Portal in accordance with the relevant instructions (or in the case of the FOS, by email) by the Claims Submission Deadline shall be deemed to have been satisfied in full and released and the Scheme Creditor shall have no further rights in respect of the same.

4.3 Requirement to submit Scheme Portal information

4.3.1 Subject to Clause 4.4, Redress Creditors will not be entitled to any payment in respect of a Redress Liability unless they have submitted the required details in relation to their Redress Liability through the Scheme Portal on or before the Claims Submission Deadline.

4.3.2 No payments will be made in relation to Scheme Liabilities that are not submitted as Scheme Claims on or before the Claims Submission Deadline, and Scheme Creditors shall have no recourse against SchemeCo except in accordance with the Scheme.

4.3.3 The following items have no effect for any purpose other than for the purposes of voting at the Creditors' Meeting, and shall not entitle any Scheme Creditor to any payment:

- (a) details of Scheme Liabilities provided to SchemeCo for the purposes of the Creditors' Meeting;
- (b) the amount in respect of which any Scheme Creditor votes at the Creditors' Meeting; and
- (c) any adjudication, notification or decision relating to the value of any Scheme Creditor's claim for the purposes of the Creditors' Meeting.

4.4 Outstanding Redress Claims

Nothing in Clause 4.2 or Clause 4.3 shall require Redress Creditors who have an Outstanding Redress Claim to submit details of that Outstanding Redress Claim through the Scheme Portal. Outstanding Redress Claims shall automatically be deemed to have been submitted prior to the Claims Submission Deadline and shall be determined in accordance with Clause 4.5.

4.5 Determination of Scheme Claims

- 4.5.1 No later than 8 weeks after a Scheme Claimant submits a Scheme Claim through the Scheme Portal, and unless the Scheme Claimant has already been sent notice under Clause 4.5.6, SchemeCo shall contact that Scheme Claimant notifying them of receipt of their Scheme Claim.
- 4.5.2 SchemeCo shall examine each Scheme Claim submitted under Clause 4.2 and shall consider and determine, acting fairly and reasonably, whether:
 - (a) each Scheme Claim is valid in whole or in part; or
 - (b) it does not agree that the Scheme Claim is valid.
- 4.5.3 The examination referred to in Clause 4.5.2 shall include (without limitation) considering:
 - (a) any documentation submitted through the Scheme Portal;
 - (b) in the case of FOS Fee Claims, details of the FOS Fee Claims; and
 - (c) any relevant Cross-Claim.
- 4.5.4 SchemeCo may inform any Scheme Claimant of further information or evidence it reasonably requires in order to determine their Scheme Claim.
- 4.5.5 Scheme Claimants shall provide information or evidence required under Clause 4.5.4 within 30 days of receiving the request, failing which SchemeCo shall determine the Scheme Claim based on the information available to it. Redress Scheme Claimants shall submit any such information or evidence through the Scheme Portal in accordance with instructions given by SchemeCo.
- 4.5.6 SchemeCo shall notify Redress Scheme Claimants through the Scheme Portal and the FOS by email of the outcome of SchemeCo's determination of their Scheme Claim under this Clause 4.5, including the amounts (if any) due to them in respect of their Scheme Claims.
- 4.5.7 If SchemeCo determines that a Scheme Claim is valid in whole or in part, the Scheme Claim will become an Ascertained Scheme Claim 30 days after

SchemeCo has given the notice required under Clause 4.5.6, unless before that time the relevant Scheme Claimant indicates disagreement with SchemeCo's assessment in accordance with Clause 4.5.8.

- 4.5.8 A Scheme Claim shall not become an Ascertained Scheme Claim under Clause 4.5.7 and instead shall become a Disputed Scheme Claim if, no later than 30 days after SchemeCo gives the notice required under Clause 4.5.6, a Scheme Claimant indicates that it does not agree with SchemeCo's assessment of its Scheme Claim and explains the reasons for that disagreement. Redress Scheme Claimants shall indicate any such disagreement on the Scheme Portal and the FOS shall indicate any such disagreement by email.
- 4.5.9 After a Scheme Claim becomes a Disputed Scheme Claim under Clause 4.5.8:
- (a) The Scheme Claimant shall have 30 days from the date on which the Scheme Claim became a Disputed Scheme Claim under Clause 4.5.8 to make representations to SchemeCo in respect of whether:
 - (i) the Scheme Claim is valid in whole or in part; and/or
 - (ii) the amount (if any) that they have been notified is due to them in respect of their Scheme Claim by SchemeCo in accordance with Clause 4.5.6, is correct.
 - (b) If an agreement is made under paragraph (a) above within 30 days after the date on which the Scheme Claim became a Disputed Scheme Claim, and the agreed amount is greater than zero, the Disputed Scheme Claim will become an Ascertained Scheme Claim.
 - (c) If an agreement is not made under paragraph (a) above within 30 days after the date on which the Scheme Claim became a Disputed Scheme Claim, SchemeCo or the Scheme Claimant shall have a further 30 days within which either of them may refer the Disputed Scheme Claim to the Scheme Adjudicator. Receipt of written confirmation by SchemeCo from a Scheme Claimant confirming that they wish to refer the Disputed Scheme Claim to the Scheme Adjudicator shall be sufficient for the purpose of a Scheme Claimant having been deemed to have referred the Disputed Scheme Claim to the Scheme Adjudicator within the 30 day period set out in this paragraph (c), following which, SchemeCo shall refer the Disputed Scheme Claim to the Scheme Adjudicator in accordance with paragraph (e) below and Clause 4.5.11.
 - (d) If a referral to the Scheme Adjudicator under (c) above is not made within 60 days after the date on which the Scheme Claim became a Disputed Scheme Claim:

- (i) the Disputed Scheme Claim shall become an Ascertained Scheme Claim if it would have become an Ascertained Scheme Claim in accordance with Clause 4.5.7 were it not for the receipt of notice of the Scheme Claimant's disagreement of SchemeCo's assessment of its Scheme Claim in accordance with Clause 4.5.8; or
 - (ii) for all other Disputed Scheme Claims which SchemeCo had determined were not valid Scheme Claims, such determination previously communicated pursuant to Clause 4.5.6 by SchemeCo shall be final and binding, and the Disputed Scheme Claim shall be deemed to have been satisfied in full and released pursuant to Clause 2.7.1 and the Scheme Creditor shall have no further rights in respect of the same.
- (e) Subject to Clause 4.5.11, SchemeCo may, in its sole discretion:
 - (i) refer any Disputed Scheme Claim to the Scheme Adjudicator on its own for Individual Adjudication, following which, it shall notify the Scheme Claimants of the referral by email; or
 - (ii) refer multiple Disputed Scheme Claims together to the Scheme Adjudicator for Group Adjudication, following which, it shall notify the relevant Scheme Claimants of the referral by email.
- 4.5.10 If a Disputed Scheme Claim is referred to the Scheme Adjudicator in accordance with Clause 4.5.9(c) and/or Clause 4.5.9(e), the dispute between SchemeCo and the Scheme Claimant will be determined by the Scheme Adjudicator in accordance with Clause 4.6.
- 4.5.11 SchemeCo may only refer a Disputed Scheme Claim for Group Adjudication if the Scheme Claimant has not provided sufficient explanation or evidence for its disagreement with SchemeCo's assessment of its Scheme Claim for the Scheme Adjudicator to be reasonably able to determine the Disputed Scheme Claim without additional information and/or evidence.
- 4.5.12 Where a Scheme Claim is determined to be valid by SchemeCo in accordance with Clause 4.5, ALL, AMSL and Holdings PLC (as applicable):
 - (a) shall not pursue any further claim for interest on the Loan or Loans to which the valid Scheme Claim relates;
 - (b) shall not be prevented from pursuing any person to the extent of any principal amounts remaining on any Outstanding Balance after the application of set-off in accordance with Clause 2.5; and

- (c) shall not enforce any guarantee under a Loan or Loans to which the valid Scheme Claim relates.

4.6 Adjudication of Disputed Scheme Claims

4.6.1 When referring any Disputed Scheme Claim to the Scheme Adjudicator, SchemeCo shall provide:

- (a) a copy of all communications sent and received by SchemeCo in connection with the Scheme Claim under this Part 4;
- (b) a copy of all information and documents provided by the Scheme Claimant through the Scheme Portal or by email (as applicable);
- (c) details of any amounts due to the Scheme Claimant under the Escrow Agreement; and
- (d) details of any Cross-Claim.

4.6.2 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 the Scheme Adjudicator reasonably considers it needs to determine the Disputed Scheme Claim, and SchemeCo shall procure that the Scheme Adjudicator has access to ALL's relevant records and information for the same purpose.

4.6.3 When a Disputed Scheme Claim is referred to the Scheme Adjudicator for Individual Adjudication:

- (a) the Scheme Adjudicator shall consider the documents and information provided to it under Clause 4.6.1 and (if applicable) Clause 4.6.2, within eight weeks of receipt of the information provided under Clause 4.6.1;
- (b) if practicable, the Scheme Adjudicator shall determine the Disputed Scheme Claim within eight weeks of receipt of the information provided under Clause 4.6.1. However, the Scheme Adjudicator may extend this period on one or more occasions by giving notices to each of SchemeCo and the Scheme Claimant if they determine (acting reasonably) that a longer period is required. Any such notices shall state the revised date by which the Scheme Adjudicator will determine the Disputed Scheme Claim;
- (c) if necessary, the Scheme Adjudicator shall, before expiry of the period set out in paragraph (b) above, notify the person concerned 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 reasonable period as specified in the notice; and/or

- (ii) SchemeCo and/or the Scheme Claimant (or its Representative) to address them on particular matters, in which case, the Scheme Adjudicator may prescribe such procedures or provisions as they consider appropriate in respect of such address;
- (d) if the Scheme Adjudicator has sent a notice under paragraph 4.6.3(c) above, they shall, if possible, determine the Disputed Scheme Claim within six weeks of: (i) receiving any further information pursuant to paragraph 4.6.3(c)(i) above; or (ii) having been addressed on particular matters pursuant to paragraph 4.6.3(c)(ii) above. The Scheme Adjudicator may extend this period on one or more occasions by giving notices to each of SchemeCo and the Scheme Claimant if they determine (acting reasonably) that a longer period is required;
- (e) if SchemeCo or the Scheme Claimant fails to comply with a notice under paragraph 4.6.3(c)(i) above or 4.6.3(c)(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 information available to them;
- (f) the Scheme Adjudicator shall act as an expert and not as an arbitrator; and
- (g) the Scheme Adjudicator shall be entitled to adjudicate the Disputed Scheme Claim by way of Group Adjudication in accordance with Clause 4.6.4 where, in the Scheme Adjudicator's reasonable opinion, Group Adjudication would be a fair, appropriate and efficient way of determining the Disputed Scheme Claim.

4.6.4 When SchemeCo refers any Disputed Scheme Claims for Group Adjudication:

- (a) SchemeCo shall provide the information referred to in Clause 4.6.1 and (if applicable) Clause 4.6.2 for each Group Adjudication Claim, 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, if practicable, consider an appropriate (in its reasonable determination) sample of the papers and documents provided to it within eight weeks of receipt of the notice referred to in paragraph 4.6.4(a) above. However, the Scheme Adjudicator may extend this period on one or more occasions by giving notices to SchemeCo and each relevant Scheme Claimant if they determine (acting reasonably) that a longer period is required. Any such notices shall state the revised date

by which the Scheme Adjudicator will determine the relevant Group Adjudication Claims;

- (c) the Scheme Adjudicator shall make a final and binding determination of all of the Group Adjudication Claims on the basis of the sample of papers and documents considered in accordance with this Clause 4.6.4;
- (d) if necessary, the Scheme Adjudicator shall, before expiry of the period set out in paragraph (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 reasonable period as specified in the notice; and/or
 - (ii) SchemeCo and/or the Scheme Claimant (or its Representative) to address them on particular matters, in which case the Scheme Adjudicator may prescribe such procedures or provisions as they consider appropriate in respect of such address;
- (e) if the Scheme Adjudicator has sent a notice under paragraph (d) above, they shall, if possible, determine the Disputed Scheme Claim within six weeks of: (i) receiving any further information pursuant to paragraph (d)(i) above; or (ii) having been addressed on particular matters pursuant to paragraph (d)(ii) above. The Scheme Adjudicator may extend this period on one or more occasions by giving notices to SchemeCo and each relevant Scheme Claimant if it determines (acting reasonably) that a longer period is required;
- (f) if SchemeCo or the relevant Scheme Claimant fails to comply with a notice under paragraph (d)(i) above or (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;
- (g) the Scheme Adjudicator shall act as an expert and not as an arbitrator; and
- (h) the Scheme Adjudicator shall be entitled to adjudicate any Group Adjudication Claim by way of Individual Adjudication in accordance with Clause 4.6.3 where, in the Scheme Adjudicator's reasonable opinion, Individual Adjudication would be a fair, appropriate and efficient way of determining the Group Adjudication Claim.

4.6.5 The Scheme Adjudicator shall notify SchemeCo and each relevant Scheme Claimant of their determination of the Disputed Scheme Claim through the Scheme Portal (for Redress Scheme Claimants) or by email (for 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.

- 4.6.6 Any notice given under Clause 4.6.5 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.
- 4.6.7 At the time they give notice under Clause 4.6.5, 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, including requiring the Scheme Claimant to pay the costs of dealing with their Disputed Scheme Claim if the Scheme Adjudicator determines that the Scheme Claimant's request to refer the Disputed Scheme Claim to the Scheme Adjudicator was unreasonable.
- 4.6.8 If, under Clause 4.6.7, 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.
- 4.6.9 Where a Scheme Claim is determined to be valid by the Scheme Adjudicator in accordance with Clause 4.6, ALL, AMSL and Holdings PLC (as applicable):
 - (a) shall not pursue any further claim for interest on the Loan or Loans to which the valid Scheme Claim relates;
 - (b) shall not be prevented from pursuing any person to the extent of any principal amounts remaining on any Outstanding Balance after the application of set-off in accordance with Clause 2.5; and
 - (c) shall not enforce any guarantee under a Loan or Loans to which the valid Scheme Claim relates.

4.7 Variation of time limits

- 4.7.1 Where SchemeCo determines that 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 4 except for the Claims Submission Deadline. Any exercise by SchemeCo of the power in this Clause 4.7.1 shall be accompanied by a certification from SchemeCo that it considers any such extension to be in the interests of Scheme Creditors or the efficient operation of the Scheme (as applicable).

- 4.7.2 Other than the Claims Submission Deadline, where SchemeCo or the Scheme Adjudicator is satisfied that a Scheme Creditor has failed to comply with any time limit, because of exceptional circumstances outside the Scheme Creditor's control, SchemeCo or the Scheme Adjudicator (as applicable) may, in their absolute discretion, extend that time limit for that Scheme Creditor, without notice.

4.8 Mutual assistance

- 4.8.1 From the Scheme Effective Date until the date on which the Scheme ends in accordance with Part 8, 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.
- 4.8.2 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.
- 4.8.3 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 4.2.1 ceases to be correct or current.
- 4.8.4 From the Scheme Effective Date until the date on which the Scheme ends in accordance with Part 8, SchemeCo shall provide Scheme Creditors with such assistance as is reasonably practicable in connection with the processing of Scheme Claims and use their reasonable efforts to answer reasonable questions from Scheme Creditors relating to the Scheme process and that Scheme Creditor's Scheme Liabilities.
- 4.8.5 The assistance described at Clause 4.8.4 shall include the provision of a "questions and answers" page on the Website, as well as access to SchemeCo's customer service telephone helpline, until SchemeCo publishes a notice of completion on the Website in accordance with Clause 8.1.

PART 5 – PAYMENT TO SCHEME CREDITORS

5.1 Payments under the Preferred Solution and the Fallback Solution

- 5.1.1 If the Preferred Solution is implemented under Clause 3.2 then SchemeCo and the Scheme Supervisors shall proceed in accordance with Clause 5.2 immediately after the payments required under Clause 3.2.3(a) have been made.
- 5.1.2 If the Fallback Solution is implemented under Clause 3.3 then SchemeCo shall make payments in accordance with Clause 5.3.

5.2 If the Preferred Solution is implemented

- 5.2.1 Promptly after all or substantially all Scheme Claims have been determined and, if necessary, adjudicated, in accordance with Clause 4.5 and Clause 4.6, the Scheme Supervisors shall give notice of that circumstance to SchemeCo. The Scheme Supervisors shall determine whether, in their reasonable opinion, based on the information available at the time, all Ascertained Scheme Claims can be paid in full by SchemeCo from the amount of the Scheme Fund.
- 5.2.2 In the event that the Scheme Supervisors do not determine that, in their reasonable opinion, based on the information available at the time, all Ascertained Scheme Claims can be paid in full from the amount of the Scheme Fund, the Scheme Supervisors shall, as soon as reasonably practicable, set an initial Scheme Payment Percentage, the calculation of the Scheme Payment Percentage being:
 - (the amount of the Scheme Fund minus any applicable Scheme Costs Reserve)
 - as a percentage of
 - (the aggregate amount of all Ascertained Scheme Claims plus a reasonable reserve for any Scheme Claims not yet agreed).
- 5.2.3 In setting or revising a Scheme Payment Percentage, the Scheme Supervisors shall use reasonable endeavours to ensure that sufficient reserves as they consider to be prudent are maintained to enable SchemeCo to:
 - (a) pay the same Scheme Payment Percentage in respect of all Ascertained Scheme Claims; and
 - (b) make full provision for any applicable Scheme Costs Reserve.
- 5.2.4 No later than one month after the later of:
 - (a) SchemeCo's receipt of the calculations mentioned in Clause 5.2.2; and

(b) the date the New Business Conditions are satisfied,

SchemeCo shall make an Initial Scheme Payment from the Scheme Fund in respect of each Ascertained Scheme Claim. The Initial Scheme Payment shall be calculated as follows:

the amount of the Ascertained Scheme Claim

multiplied by

the Scheme Payment Percentage.

5.2.5 For each Scheme Claim which subsequently becomes an Ascertained Scheme Claim, SchemeCo will make an Initial Scheme Payment to that Scheme Creditor based on the existing Scheme Payment Percentage.

5.2.6 After the Scheme Payment Percentage has been set in accordance with Clause 5.2.2, the Scheme Supervisors may review the Scheme Payment Percentage and consider, in the light of Clause 5.2.3, whether it should be revised. The calculation for any revised Scheme Payment Percentage shall be carried out as follows:

(the amount of the Scheme Fund *minus* any applicable Scheme Costs Reserve *but adding back* any Scheme Payments made from the Scheme Fund)

as a percentage of

(the aggregate amount of all Ascertained Scheme Claims *plus* a reasonable reserve for any Scheme Claims not yet agreed).

5.2.7 Where the Scheme Supervisors set an increased Scheme Payment Percentage, SchemeCo shall, as soon as reasonably practicable thereafter, make Additional Scheme Payments, being, in relation to a Scheme Creditor:

(the amount of their Ascertained Scheme Claim *multiplied by* the increased Scheme Payment Percentage)

minus

the aggregate of all previous Scheme Payments made to that Scheme Creditor.

5.2.8 If SchemeCo makes an Initial Scheme Payment under Clause 5.2.4 before all Scheme Claims have been determined and/or adjudicated pursuant to Clause 4.5 or Clause 4.6 (as applicable), any further Scheme Payments shall first be applied towards those Scheme Creditors' Ascertained Scheme Claims which, at the time

of the Initial Scheme Payments, had not been determined and/or adjudicated as Ascertained Scheme Claims up until such time as they have received an equal proportion of their Ascertained Scheme Claim as those Scheme Creditors who received an Initial Scheme Payment.

5.3 If the Fallback Solution is implemented

5.3.1 Promptly after all or substantially all Scheme Claims have been determined and, if necessary, adjudicated, in accordance with Clause 4.5 and Clause 4.6, the Scheme Supervisors shall give notice of that circumstance to SchemeCo. The Scheme Supervisors shall determine whether, in their reasonable opinion, based on the information available at the time, all Ascertained Scheme Claims can be paid in full by SchemeCo from the amount of the Scheme Fund.

5.3.2 If the Scheme Supervisors do not determine that, in their reasonable opinion, based on the information available at the time, all Ascertained Scheme Claims can be paid in full from the amount of the Scheme Fund, the Scheme Supervisors shall, as soon as reasonably practicable, set an initial Scheme Payment Percentage, the calculation of the Scheme Payment Percentage being:

(the amount of the Scheme Fund *minus* any applicable Scheme Costs Reserve)

as a percentage of

(the aggregate amount of all Ascertained Scheme Claims *plus* a reasonable reserve for any Scheme Claims not yet agreed).

5.3.3 In setting or revising a Scheme Payment Percentage, the Scheme Supervisors shall use reasonable endeavours to ensure that sufficient reserves have been created as they consider to be prudent to enable SchemeCo to:

(a) pay the same Scheme Payment Percentage in respect of all Ascertained Scheme Claims; and

(b) pay any applicable Scheme Costs Reserve.

5.3.4 No later than one month after the later of:

(a) SchemeCo's receipt of the calculations mentioned in Clause 5.3.2; and

(b) the Fallback Date,

SchemeCo shall make an Initial Scheme Payment from the Scheme Fund in respect of each Ascertained Scheme Claim. The Initial Scheme Payment shall be calculated as follows:

the amount of the Ascertained Scheme Claim

multiplied by

the Scheme Payment Percentage.

5.3.5 For each Scheme Claim which subsequently becomes an Ascertained Scheme Claim, SchemeCo will make an Initial Scheme Payment to that Scheme Creditor based on the existing Scheme Payment Percentage.

5.3.6 After the Scheme Payment Percentage has been set in accordance with Clause 5.3.2, the Scheme Supervisors may review the Scheme Payment Percentage and consider, in the light of Clause 5.3.3, whether it should be revised. The calculation for any revised Scheme Payment Percentage shall be carried out as follows:

(the amount of the Scheme Fund *minus* any applicable Scheme Costs Reserve *but adding back* any Scheme Payments made from the Scheme Fund)

as a percentage of

(the aggregate amount of all Ascertained Scheme Claims *plus* a reasonable reserve for any claims not yet agreed).

5.3.7 If the Scheme Supervisors set an increased Scheme Payment Percentage, SchemeCo shall, as soon as reasonably practicable thereafter, make Additional Scheme Payments, being, in relation to a Scheme Creditor:

(the amount of their Ascertained Scheme Claim *multiplied by* the increased Scheme Payment Percentage)

minus

the aggregate of all previous Scheme Payments made to that Scheme Creditor.

5.3.8 If SchemeCo makes an Initial Scheme Payment under Clause 5.3.4 before all Scheme Claims have been determined and/or adjudicated pursuant to Clause 4.5 or Clause 4.6, any further Scheme Payments shall first be applied towards those Scheme Creditors' Ascertained Scheme Claims which, at the time of the Initial Scheme Payments, had not been determined and/or adjudicated as Ascertained Scheme Claims until such time as they have received an equal proportion of their Ascertained Scheme Claim as those Scheme Creditors who received an Initial Scheme Payment.

5.4 Scheme Payments to Scheme Creditors

- 5.4.1 All Scheme Payments shall be made by electronic transfer to the relevant Scheme Creditor's bank account, details of which were provided by the Scheme Creditor in accordance with Clause 4.2.1 or, if applicable, Clause 4.8.3.
- 5.4.2 The Scheme Creditor shall bear all risk of payment under Clause 5.4.1 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.
- 5.4.3 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 satisfy the Ascertained Scheme Claim in full and SchemeCo shall have no further Liability for such Ascertained Scheme Claim.
- 5.4.4 Subject to Clause 5.4.5 below, any payments received by any Redress Creditor from SchemeCo pursuant to Clause 5.2 or Clause 5.3 will be applied first towards:
 - (a) for 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 under Clause 2.5 and Clause 2.6), before being applied towards Redress Interest on those amounts; and
 - (b) for 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.
- 5.4.5 Any Redress Interest paid to Redress Creditors under this Part 5 shall:
 - (a) be calculated up to the Scheme Effective Date only; and
 - (b) where the Redress Creditor 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.

5.5 Unsuccessful payments

- 5.5.1 If an electronic transfer made under Clause 5.4.1 is unsuccessful through no fault of SchemeCo or SchemeCo's bank, SchemeCo will re-attempt the electronic transfer or payment within 14 days.

- 5.5.2 If, on a second attempt, the electronic transfer or payment is again unsuccessful through no fault of SchemeCo or SchemeCo's bank, SchemeCo shall again re-attempt the electronic transfer or payment within a further 14 days.
- 5.5.3 If, on the third attempt, the electronic transfer or payment is unsuccessful through no fault of SchemeCo or SchemeCo's bank, SchemeCo will be deemed to have discharged its obligations to the Scheme Claimant in respect of that payment.
- 5.5.4 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 under Clause 5.2 or Clause 5.3 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 5.2 or Clause 5.3 would be equal to or greater than the aggregate amount of such sums.

5.6 Variation of time limits

Where the Scheme Supervisors certify that 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 5.

PART 6 – THE SCHEME ADJUDICATOR

6.1 The Scheme Adjudicator

- 6.1.1 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.
- 6.1.2 SchemeCo shall enter into an agreement with the Scheme Adjudicator with respect to their remuneration and expenses.

6.2 Powers, role and duties of Scheme Adjudicator

- 6.2.1 The Scheme Adjudicator shall be responsible for the independent adjudication and the final determination of Disputed Scheme Claims.
- 6.2.2 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 6.1.2) 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 as Scheme Costs.

6.3 Responsibility of Scheme Adjudicator

- 6.3.1 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: (i) the Scheme is implemented in accordance with its terms; and (ii) Disputed Scheme Claims are adjudicated fairly and as cost-effectively as possible, in the interests of all Scheme Claimants.
- 6.3.2 In determining Disputed Scheme Claims pursuant to Clause 4.6, the Scheme Adjudicator shall act promptly, proportionately and in a cost-efficient manner relative to the value of the Scheme Claims under consideration.

6.4 Liability of Scheme Adjudicator

- 6.4.1 Subject to Clause 6.4.3, Scheme Creditors shall not be entitled to challenge: (i) 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 (ii) the exercise or performance by the Scheme Adjudicator in good faith and with reasonable skill and care of any power, duty or function conferred upon them for the purpose of the Scheme.

6.4.2 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.

6.4.3 Nothing in this Clause 6.4 shall prevent the liability of the Scheme Adjudicator for negligence.

6.5 Vacation of office

6.5.1 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 6.5.2 or otherwise));
- (b) become bankrupt (where the Scheme Adjudicator is an individual (whether appointed pursuant to Clause 6.5.2 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 6.5.2 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.

6.5.2 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 7 – THE SCHEME SUPERVISORS

7.1 The Scheme Supervisors

- 7.1.1 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 with the ability to act severally). SchemeCo shall have the power to appoint any successor of either or both of the Scheme Supervisors.
- 7.1.2 In exercising their powers and carrying out their duties under the Scheme, the Scheme Supervisors shall act as agents of SchemeCo.

7.2 Role of the Scheme Supervisors

- 7.2.1 The Scheme Supervisors shall discharge the duties and responsibilities imposed upon them by the Scheme.
- 7.2.2 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.
- 7.2.3 Without prejudice to the generality of Clause 7.2.1, 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 Scheme Creditors providing an update on the progress of the Scheme and to be published on the Website, which 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 8.1.

7.3 Powers of the Scheme Supervisors

- 7.3.1 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).

7.3.2 Without prejudice to the generality of Clause 7.3.1, 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; and
- (h) to engage with the Financial Conduct Authority regarding the operation and progress of the Scheme.

7.4 Responsibility of the Scheme Supervisors

7.4.1 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.

7.4.2 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.

7.5 Liability of the Scheme Supervisors

7.5.1 Subject to Clause 7.5.3, Scheme Creditors shall not be entitled to challenge: (i) 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; (ii) 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.

7.5.2 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.

7.5.3 Nothing in this Clause 7.5 shall prevent the liability of the Scheme Supervisors for negligence.

7.6 Vacation of office

7.6.1 A Scheme Supervisor shall vacate office if they:

- (a) die or otherwise becomes unable to carry out their duties under the Scheme;
- (b) become bankrupt;
- (c) resign by giving 30 days' notice in writing to SchemeCo or such shorter period of time as may be agreed by SchemeCo; or
- (d) are removed by SchemeCo because, in the reasonable opinion of the Board, they are unable or have failed to carry out their duties under the Scheme.

7.6.2 Where both Scheme Supervisors vacate office, SchemeCo shall forthwith fill one or both of the vacancies with a person having the requisite qualifications, and who is duly qualified, in the reasonable opinion of SchemeCo, to discharge the functions of a Scheme Supervisor under the Scheme.

7.6.3 Pending appointment of a replacement Scheme Supervisor in accordance with Clause 7.6.2, SchemeCo shall discharge the functions of the Scheme Supervisors under the Scheme.

PART 8 – COMPLETION AND TERMINATION OF THE SCHEME

8.1 Scheme Completion

If the Scheme Supervisors resolve (and notify SchemeCo of that resolution) that:

- 8.1.1 they are satisfied that the Scheme has been properly implemented in accordance with its terms;
- 8.1.2 all Scheme Claims have been determined and/or adjudicated (as applicable) in accordance with Clause 4.5 and Clause 4.6 ; and
- 8.1.3 all Ascertained Scheme Claims have been paid in accordance with Clause 5.2 or Clause 5.3,

SchemeCo shall promptly publish a notice on the Website confirming that the Scheme has been fully implemented in accordance with its terms.

8.2 Scheme Termination

- 8.2.1 The Scheme shall not automatically terminate because of an Insolvency Event in respect of SchemeCo.
- 8.2.2 If there is 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) they 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.
- 8.2.3 Following a notice under Clause 8.1 or Clause 8.2.2(a), the provisions of the Scheme, other than those referred to in Clause 8.2.4, shall be of no further effect.
- 8.2.4 Clause 2.3, Clause 2.7.3, Clause 2.8, Clause 4.6.6, Clause 9.2, Clause 9.3, Clause 9.4 and Part 6 and Part 7 shall survive the termination of the Scheme.

8.3 Scheme Termination upon the occurrence of a Trigger Event

- 8.3.1 If a fine is imposed on ALL by the Financial Conduct Authority at any stage prior to the termination or completion of the Scheme in accordance with Part 8, the Scheme Supervisors shall consider and determine, within 10 Business Days of the imposition of the fine, whether it constitutes a Trigger Event.

- 8.3.2 Upon the occurrence of a Trigger Event, the Scheme Supervisors shall terminate the Scheme.
- 8.3.3 If the termination referred to in Clause 8.3.1 occurs, then with effect from that date:
- (a) the release granted in the Release Agreement in Schedule 3 by the Scheme Creditors shall be unwound, and each party to the Scheme and each of ALL, AMSL and Holdings PLC shall, to the extent legally and practically possible, be put back into the position it was in prior to the date on which the Release Agreement took effect; and
 - (b) all provisions of the Scheme shall terminate, save that the provisions of this Clause 8.3 shall remain in full force and effect, including the following:
 - (i) SchemeCo shall pay all amounts standing to the credit of the Trust Account constituting the Scheme Fund to ALL;
 - (ii) a Scheme Creditor's Scheme Claim that has become an Ascertained Scheme Claim pursuant to Clause 4.5 or Clause 4.6.5 shall constitute that Scheme Creditor's admitted claim in any administration or insolvent liquidation of ALL;
 - (iii) where a Scheme Creditor has received a Scheme Payment in respect of an Ascertained Scheme Claim, the amount of the Scheme Payment shall be deducted from that Scheme Creditor's admitted claim in any administration or insolvent liquidation of ALL;
 - (iv) all final determinations made by the Scheme Adjudicator in accordance with Clause 4.6.5 and Clause 4.6.6 shall survive the termination of the Scheme and shall remain binding on all Scheme Creditors in their capacity as creditors of ALL in any administration or insolvent liquidation of ALL; and
 - (v) upon the determination of the value of any Scheme Creditor's claim by judgment, agreement or otherwise in any administration or insolvent liquidation of ALL, that Scheme Creditor shall be entitled, to the extent of the funds available in such administration or insolvent liquidation, to receive distributions(s) in priority to any other Scheme Creditors who received a Scheme Payment pursuant to the terms of the Scheme until such time as they have each been paid an equal proportion of the value of their claims.

- 8.3.4 ALL and any administrator or liquidator or insolvency practitioner appointed shall be entitled to rely on, enforce and enjoy the benefit of Clause 8.3 of this Scheme as if it were a party.

PART 9 – GENERAL PROVISIONS RELATING TO THE SCHEME

9.1 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.

9.2 Notices

9.2.1 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 9.2;
- (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 9.2; and
- (c) in the case of a Scheme Creditor or Potential Redress Creditor, through the Scheme Portal, by email or by SMS.

9.2.2 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 received by the recipient.

9.2.3 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.

- 9.2.4 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 9.2 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of those parts.

9.3 Electronic communications

- 9.3.1 Notwithstanding anything to the contrary in the Scheme, 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 9.2.1, including by way of a notification to such address that the relevant information has been posted on the Website.
- 9.3.2 Notwithstanding anything contrary in the Scheme, notices given in accordance with the terms of the Scheme may be given in electronic form.
- 9.3.3 Proof that a notice contained in electronic form was sent to the address specified in accordance with Clause 9.3.1 shall be conclusive evidence that the notice was given.

9.4 Governing law and jurisdiction

- 9.4.1 This Scheme shall be governed by, construed and take effect in accordance with, English law.
- 9.4.2 Subject to Clause 2.2 and Clause 4.6.6, 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.
- 9.4.3 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-D46B-E311-9615-0050568E0113
22791	EE928B62-2311-E611-8960-0050568E0113
23024	B92CC98E-352E-E311-8BC7-0050568E0113
24127	9F48FCB9-9EAE-E311-9017-0050568E0113
24194	67F03674-B7F6-E711-80EF-005056850C3A
24418	DDF4D01B-4C2E-E311-8BC7-0050568E0113
25721	C265923E-F268-E411-9539-0050568E0114
25748	4DB3222A-58EC-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	0D31F86D-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
31971	062774FC-DD2E-E311-8BC7-0050568E0113
32123	A708E1AC-352E-E311-8BC7-0050568E0113
32357	75C68EB1-A9B1-E311-9017-0050568E0113
32451	0684AE2E-CB89-E611-A5D8-0050568E0114
32501	E00BA918-6466-E611-A5D8-0050568E0114
33552	C14CF2C4-F0EB-E811-80F6-005056850C3A
34899	57C2EAOA-982E-E311-8BC7-0050568E0113
37029	9EDC9E8E-D035-E511-BA7E-0050568E0113
40889	A4340C53-3201-E811-80F1-005056850C3A
42167	D58D1A89-CECA-E711-80EF-005056850C3A
42209	161ECAD0-34B2-E311-9017-0050568E0113
42844	1606B995-362E-E311-8BC7-0050568E0113
42912	1E2A3645-833D-E311-8BC7-0050568E0113
43113	1CDB485E-8338-E311-8BC7-0050568E0113
43295	528197F3-529D-E811-80F6-005056850C3A
43354	D50772CB-6A2E-E311-8BC7-0050568E0113
43364	A1174EA6-2A85-E911-8115-005056853B1A
43704	7AD9A6A6-4A34-E911-8112-005056853B1A
43723	71EDD530-15A4-E511-8960-0050568E0113
43957	319672FB-D5A3-E811-80F6-005056850C3A
43998	DB8D7A99-8CAF-E311-9017-0050568E0113
44006	02774056-4868-E611-A5D8-0050568E0114
44098	3C084397-B162-E311-8BC7-0050568E0113
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44323	C7545FEB-C6F4-E711-80EF-005056850C3A
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44532	EEC172D1-8AE1-E611-80EA-005056850C3A
44698	FEA41674-CA90-E311-9615-0050568E0113
44825	F07B2949-6A53-E611-8960-0050568E0113
44860	88274965-28E7-E711-80EF-005056850C3A
44867	A7AF23CD-CF2F-E911-80F7-005056850C3A
44908	6B49E748-026F-E811-80F4-005056850C3A
44917	5A842023-C5EF-E711-80EF-005056850C3A
44951	19CADA2C-3B2D-E811-80F4-005056850C3A
44993	CAFF3AB1-A783-E311-9615-0050568E0113
45141	36A8C7B1-5F1A-E411-A580-0050568E0114
45161	72C202C2-03F0-E711-80EF-005056850C3A
45236	EE9F0D42-9B5C-E711-80EF-005056850C3A
45428	A9C42668-0A3B-E311-8BC7-0050568E0113
45467	585D1511-E42C-E711-80EA-005056850C3A
45536	FDCF41C3-0331-E911-8112-005056853B1A
45576	6557BD66-AC3C-E311-8BC7-0050568E0113
45661	337FC29F-F70A-E611-8960-0050568E0113
45771	9FB4B6C6-A62F-E911-80F7-005056850C3A
45818	B373B868-24F0-E511-8960-0050568E0113
46063	591255D3-E6C3-E711-80EF-005056850C3A
46068	3A504009-7F37-E311-8BC7-0050568E0113

complaintid	PersonId
137271	02F281CF-2579-E811-80F4-005056850C3A
137277	3E11C5E4-E092-E511-8960-0050568E0113
137293	C5D886DB-F9FC-E311-B8D2-0050568E0113
137311	561F8D2-B6CB-E811-80F6-005056850C3A
137327	15E57FCA-2AA4-E711-80EF-005056850C3A
137328	0873DE5B-7EAE-E711-80EF-005056850C3A
137363	D5DEB823-EE7E-E311-9615-0050568E0113
137372	64D9DA6D-75A4-E811-80F6-005056850C3A
137387	7CD9C96A-EB28-E711-80EA-005056850C3A
137420	10E9FF24-F22D-E411-A4B5-0050568E0113
137477	82B8E108-8858-E811-80F4-005056850C3A
137544	B3AC0000-CFD4-E911-8117-005056853B1A
137589	FD687EBB-4841-E811-80F4-005056850C3A
137644	35984B08-693E-E311-8BC7-0050568E0113
137705	9BFC77A3-51DC-E911-8117-005056853B1A
137720	24D11118-0B19-E911-80F7-005056850C3A
137761	BA9DD610-B31A-EA11-8118-005056853B1A
137773	D485E61A-4B71-E311-9615-0050568E0113
137787	0C4613CC-480D-E711-80EA-005056850C3A
137821	B999568F-CDC0-E711-80EF-005056850C3A
137856	CA6A08EA-664D-E811-80F4-005056850C3A
137871	332C0B5E-71CA-E311-B8D2-0050568E0113
137872	6053719D-B67F-E311-9615-0050568E0113
137887	E3725E12-CFCB-E911-8117-005056853B1A
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133709	2F043954-46A7-E311-B933-0050568E0114	155301	EE5412B9-1CEE-E511-8960-0050568E0113
133711	EBE7D019-C2F7-E711-80EF-005056850C3A	155313	2B8E47A1-E797-E911-8115-005056853B1A
133735	D56FA039-A362-E511-8960-0050568E0113	155320	8D1FA03D-B8AC-E311-9017-0050568E0113
133759	0DED8CE5-3441-E311-8BC7-0050568E0113	155393	3B695C72-CD2E-E311-8BC7-0050568E0113
133785	8528B8F6-DA8C-E611-A5D8-0050568E0114	155402	D0D04EED-50A7-E711-80EF-005056850C3A
133787	7AF33446-422E-E311-8BC7-0050568E0113	155410	E84297E4-9A2E-E311-8BC7-0050568E0113
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133912	75CAF608-8D3B-E311-8BC7-0050568E0113	155571	E3D69535-5739-E311-8BC7-0050568E0113
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133944	85C70DC41-FC39-E311-8BC7-0050568E0113	155630	1F6660BD-94FC-E411-9539-0050568E0114
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134120	8A472B5C-6336-E611-8960-0050568E0113	155786	A5DE4851-B344-E411-A4B5-0050568E0113
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134194	CA2F429B-7DF2-E511-8960-0050568E0113	155870	66841DF6-DE9C-E411-9539-0050568E0114
134212	4E1C5E8D-F95B-E711-80ED-005056850C3A	155911	9E47EA58-8EAB-E411-9539-0050568E0114
134271	234EBA88-90B7-E611-80EA-005056850C3A	155939	524A9321-F834-E311-8BC7-0050568E0113
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134361	C8711C06-9ED9-E711-80EF-005056850C3A	156064	74B3F3B8-4AAC-E311-9017-0050568E0113
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134486	4E83E311-80D1-E611-80EA-005056850C3A	156103	585FC769-874E-E611-8960-0050568E0113
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134739	91767845-2294-E311-9615-0050568E0113	156380	D2BF703B-D1BA-E311-BDD4-0050568E0114
134778	8633A91D-9634-E311-8BC7-0050568E0113	156430	1B1E5909-DE80-E311-9615-0050568E0113
134789	60935B82-7F2E-E311-8BC7-0050568E0113	156431	A06A89B8-742E-E311-8BC7-0050568E0113
134804	A074A56C-794F-E711-80ED-005056850C3A	156466	BAA0C720-722E-E311-8BC7-0050568E0113
134832	4ACB8AC1-FEB9-E311-BDD4-0050568E0114	156515	23ECDCE5-CD5A-E311-8BC7-0050568E0113
134846	6A527CEC-118B-E511-8960-0050568E0113	156621	E86F2B9D-88CF-E711-80EF-005056850C3A
134887	37781826-570D-E711-80EA-005056850C3A	156698	57FEF145-C1A5-E311-A07B-0050568E0113
134890	68AEFAB8-BA4D-E711-80ED-005056850C3A	156742	68B3692C-B756-E811-80F4-005056850C3A
134906	520B7F55-2788-E311-9615-0050568E0113	156916	FBA93ABB-0148-E311-8BC7-0050568E0113
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135072	2B85FDD0-DE90-E911-8115-005056853B1A	157023	27C525FB-7067-E411-A4B5-0050568E0113
135089	07B3E803-9734-E311-8BC7-0050568E0113	157039	3038A22A-0245-E311-8BC7-0050568E0113
135098	84D17EB2-827C-E311-9615-0050568E0113	157057	8D616029-2C54-E611-8960-0050568E0113
135099	C2024E25-4FE2-E311-B8D2-0050568E0113	157093	7AF44B47-1041-E311-8BC7-0050568E0113
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135115	8231FA39-09F3-E911-8118-005056853B1A	157258	CEC1E39C-CE2E-E311-8BC7-0050568E0113
135122	3808AFB3-EE75-E711-80EF-005056850C3A	157265	48D2E356-0D48-E311-8BC7-0050568E0113

135156	EC87810A-E339-E411-A485-0050568E0113	157282	BA817F99-8EBA-E911-8117-005056853B1A
135206	2F0B988B-8273-E811-80F4-005056850C3A	157283	17E0D488-6E6F-E611-A5D8-0050568E0114
135223	2964C0C8-3347-E311-8BC7-0050568E0113	157341	0C80DACB-1643-E311-8BC7-0050568E0113
135305	AD198F4C-2A06-EA11-8118-005056853B1A	157382	E75D1ED8-D63F-E311-8BC7-0050568E0113
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135440	18B4C6C2-F888-E311-9615-0050568E0113	157492	CBA69640-342E-E311-8BC7-0050568E0113
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135625	97E2CCBD-243E-E611-8960-0050568E0113	157903	0FC98509-3901-EA11-8118-005056853B1A
135631	9B2FD8D0-B4C1-E811-80F6-005056850C3A	158028	6841C44E-F196-E711-80EF-005056850C3A
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135848	F2B4CB3B-67C0-E311-BDD4-0050568E0114	158385	C4AA23D8-F212-E611-8960-0050568E0113
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135983	E78FFC2D-72FE-E511-8960-0050568E0113	158752	44F2AE85-6163-E911-8112-005056853B1A
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136209	107E35D3-FE66-E711-80ED-005056850C3A	158830	925C4AFF-A8D9-E711-80EF-005056850C3A
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136234	8EFF9319-FD45-E911-8112-005056853B1A	158987	83D4C1EB-C0AA-E411-9539-0050568E0114
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136307	C9564A37-10BF-E711-80EF-005056850C3A	159197	F76EB985-71DB-E811-80F6-005056850C3A
136359	40F9D5A1-F4A7-E311-8933-0050568E0114	159331	FE062A53-863E-E311-8BC7-0050568E0113
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136502	1FA8E241-677F-E311-9615-0050568E0113	159715	D5D7F5B0-BA37-E311-8BC7-0050568E0113
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136633	44213A3B-A68C-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-E518-E411-A580-0050568E0114	160050	264EEBE1-54C4-E511-8960-0050568E0113
136787	88D8F107-67BD-E311-BDD4-0050568E0114	160234	1BFC1138-336F-E411-9539-0050568E0114
136862	6FD7DB83-FF2E-E911-80F7-005056850C3A	160583	78E4EBB0-C61C-E511-BC5F-0050568E0114
136911	6C1E7600-0315-E611-8960-0050568E0113	160919	35120C4C-D496-E311-9615-0050568E0113
136929	8EC17DD5-EF18-E611-8960-0050568E0113	160945	CA8FE39B-928E-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	93608F14-054A-E811-80F4-005056850C3A
137235	4B684B0B-87BB-E511-8960-0050568E0113	161905	30966830-5837-E311-8BC7-0050568E0113
137252	C6CB5EB3-C83B-E311-8BC7-0050568E0113		

SCHEDULE 2 – TURNOVER AMOUNT

1. The Scheme Supervisors will calculate the Turnover Amount on the following basis:
 - a) the value of ALL's existing cash as at the Scheme Effective Date; less £8.4m required to be maintained by ALL as a minimum regulatory liquidity reserve; less the amount due to the issuer of the Bonds, Amigo Luxembourg S.A. (which amount includes all sums outstanding under the Bonds); less amounts held by ALL to discharge the Excluded Liabilities and amounts held by ALL pursuant to the Escrow Agreement; *plus*
 - b) recoveries made by ALL from the Loans after the Scheme Effective Date (less any such recoveries to be returned to Scheme Creditors with valid Scheme Claims in accordance with Clause 2.6 of the Scheme) before 31 October 2023 (the ***Cut-off Date***) including the proceeds of sale of any remaining Loans before the Cut-off Date; *plus*
 - c) the value of any repayments to ALL in respect of amounts due to it from Amigo Loans Ireland Limited, Amigo Loans Holdings Ltd and AMSL before the Cut-off Date; *plus*
 - d) any surplus held under the Escrow Agreement when all required payments have been made thereunder; *less*
 - e) deductions for:
 - (i) any interest accruing on the Bonds from the Scheme Effective Date up to the earlier of: (a) 31 May 2022; or (b) the date of repayment of the Bonds if such repayment has been made before 31 May 2022;
 - (ii) 50% of any interest accruing on the Bonds (to the extent they are still outstanding) from the later of: (a) 1 June 2022; or (b) the Scheme Effective Date, to 31 May 2023;
 - (iii) all of Amigo Group's overheads and expenses of whatever nature incurred from the Scheme Effective Date up to (and including) 31 July 2023, except for the specific items referred to in Clause 6 of this Schedule 2 which shall not be taken into account for the purposes of calculating the Turnover Amount;
 - (iv) the Amigo Group's incremental expenses specific to recoveries of any Loans incurred after 31 July 2023; and
 - (v) any Scheme related expenses incurred after 31 July 2023.
2. For the purposes of calculating the recoveries made by ALL before the Cut-Off Date pursuant to clause 1(b) above, ALL will either have: (a) written off the outstanding Loans; (b) sold the outstanding Loans; or (c) retained the Loans having invited bids for them. In the case of (c) the best bid will be deemed to be the proceeds for the purposes of clause 1(b) above.
3. For the purposes of calculating the value of any repayments to ALL before the Cut-off Date pursuant to clause 1(c) above, it is agreed that:

- (i) if prior to the Cut-off Date, full recovery from Amigo Loans Ireland Limited or AMSL has not been made, bids will be obtained from third parties for the sale of any residual balances and if ALL chooses, it can retain the balances and the best bid will be deemed to be the proceeds for the purposes of clause 1(c) above; and
 - (ii) after accounting for the amount payable by ALL prior to the Cut-off Date, Amigo Luxembourg S.A. will, to the extent possible, make a dividend distribution to Amigo Loans Holdings Ltd (as its immediate parent). These amounts will then be paid by Amigo Loans Holdings Ltd to ALL in partial repayment of existing intercompany debt owed by Amigo Loans Holdings Ltd to ALL and will therefore be included within the calculation of the Turnover Amount.
- 4. The total sum arrived at from the above calculations (the ***Total Net Recoveries***) will be compared to the aggregate of: (i) the First Funding Payment; and (ii) the Second Funding Payment. Any amount by which the Total Net Recoveries exceeds the aggregate of: (i) the First Funding Payment; and (ii) the Second Funding Payment, shall constitute the Turnover Amount for the purposes of the New Business Scheme and the Contribution and Cooperation Agreement.
- 5. The Scheme Supervisors shall select an appropriate expert to verify the calculations who shall certify the Turnover Amount in accordance with Clause 3.2.5 of the Scheme.
- 6. For the avoidance of doubt, where the New Business Conditions are satisfied, the following items will be excluded when calculating the Turnover Amount and will instead be allocated to the new business of ALL:
 - (i) £8.4m of cash in respect of the minimum regulatory liquidity reserve;
 - (ii) the value of any fixed assets of ALL (both tangible and intangible);
 - (iii) all amounts received from a fund-raising exercise commenced after the Scheme Effective Date; *less* the deduction of any costs incurred in connection with it e.g. costs of implementing the equity raise and *less* the Top-up Amount to be paid to the Scheme Fund out of the proceeds;
 - (iv) cash, income or recoveries arising from any new lending commenced by ALL after the Scheme Effective Date, provided that, where any amounts used to make new loans arise from the Loans, these amounts will be included in paragraph 1(b) above for the purposes of calculating the Turnover Amount;
 - (v) incremental costs incurred prior to 31 July 2023 associated with any new lending;
 - (vi) 50% of any interest accruing on the Bonds (to the extent they are still outstanding) from the later of: (a) 1 June 2022; or (b) the Scheme Effective Date, to 31 May 2023;
 - (vii) any interest in respect of outstanding Bonds or financing arrangements after 31 May 2023; and

- (viii) any fine received from the Financial Conduct Authority in connection with any matter arising out of or in relation to ALL's past lending practices in connection with the Loans, including complaints handling.

SCHEDULE 3 – 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 9 December 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 Subject to the occurrence of a Trigger Event pursuant to Clause 8.3 and the provisions of that clause, in consideration of their right to submit a claim under the Scheme in respect of any Scheme Liability 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; and
- (b) payment of the First Funding Payment.

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 4.2 of the Scheme (which for the avoidance of doubt, expressly binds all Scheme Creditors) and the effect of this Release Agreement, the Scheme Creditors do not waive their rights to raise any defences (in particular, of equitable set-off) which they had a right to raise against any person (other than SchemeCo, ALL, AMSL or Holdings PLC) in respect of an Outstanding Balance before this Release Agreement took effect. Such defences shall apply to any claim brought by any person (other than SchemeCo, ALL, AMSL or Holdings PLC) in respect of an Outstanding Balance in the same way they would have applied to such claims before this Release Agreement took 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 If 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 Clause 6.2 and Clause 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

[•]