



(1) JUST LOANS PLC

and

(2) WOODSIDE CORPORATE SERVICES LIMITED

TRUST DEED

**DWF LLP
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Leeds
LS11 5DY**

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THIS TRUST DEED is dated 19 November 2012

BETWEEN:

- (1) **JUST LOANS PLC** (Company No. 8062555) whose registered office is at 1 Charterhouse Mews, London EC1M 6BB (**Company**).
- (2) **WOODSIDE CORPORATE SERVICES LIMITED** (Company No 6171085 whose registered office is at 7th Floor, 52-54 Gracechurch Street, London, EC3V 0EH (**Trust Company**).

BACKGROUND:

By a resolution of the Directors passed 07 November 2012 the Company has created £4,000,000 7.5% secured debenture stock 2015 (the **Original Stock**) and has determined to constitute and secure such stock pursuant to this Deed.

TERMS AGREED

1. **Definitions and Interpretation**

1.1 In this Deed where the context so admits

Auditors	means the auditors for the time being of the Company (or in the case of joint auditors any one of them) or in the event of their being unable or unwilling to carry out any action requested of them under this Deed such other firm of accountants as may be nominated or approved by the Trustees for that purpose;
CREST	mean the central securities depository system for Guernsey, Ireland, the Isle of Man, Jersey and the United Kingdom operated by Crestco Limited;
Directors	means the directors for the time being of the Company;
Special Resolution	means a special resolution as defined in schedule 2 paragraph 13;
Events of Default	means the events of default referred to in clause 10;
Further Stock	means any further Stock which may be created and issued by the Company pursuant to clause 3 or (as the case may be) the amount of such stock for the time being issued and outstanding;
Charged Assets	means all those assets and undertaking of the Company including land, assets, goodwill and undertaking of the Company present or future being subject to the security of the first charge set out in clause 7 in favour of or held by the Trustees by way of first specific security for the payment of the principal and interest on the Stock;
Original Stock	has the meaning given to it in the recital or as the case may be the amount of such stock for the time being issued and

	outstanding;
Powers of Conversion	means the powers of the Trustees to sell, call in, collect and convert into money or otherwise deal with all or any part of the Charged Assets in such manner and for such consideration as the Trustees shall think fit;
Receiver	includes a receiver and manager;
Redemption	includes repayment and vice versa and redeemable and redeemed shall be construed accordingly;
Register	means the register of Stockholders referred to in clause 39;
Registrar	means the Registrar for the time being of the Company responsible for maintaining the Register;
Registered Office	means the registered office for the time being of the Company;
Security	means the security constituted by this Deed under clauses 7 and 8;
Stock	includes the Original Stock and any Further Stock or as the case may be the amount of such stock for the time being issued and outstanding;
Stockholders	means the persons for the time being entered in the Register as holders of the Stock;
Subsidiary	means a subsidiary for the time being of the Company;
Deed	means this trust deed any deed constituting or securing any Further Stock and any other deed or instrument conferring rights on the Trustees or to which they may be a party executed or entered into pursuant to this trust deed or any deed supplemental to this trust deed;
Trustees	means the Trust Company or the trustee or trustees for the time being of this Deed.

1.2 In this Deed unless the context requires otherwise:

- (a) terms defined in the Companies Act 2006 have the same meanings;
- (b) reference to any statute or statutory provision includes a reference to:
- (c) that statute or statutory provision as from time to time amended extended or re-enacted or consolidated, and
- (d) all statutory instruments or orders made pursuant to it;

- (e) references to costs, charges and expenses shall unless otherwise provided include any VAT or similar tax charged or chargeable in respect of such costs charges and expenses;
- (f) any register, index, minute book of account or accounting record required to be kept by this Deed shall be kept and inspection of such documents shall be allowed and copies shall be supplied in such form and manner and subject to such precautions as would from time to time be permissible or required if it were a register index minute book of account or accounting record required to be kept by the Companies Act 2006 and references to such records in this Deed shall be construed accordingly;
- (g) words denoting the singular shall include the plural and vice versa;
- (h) words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa.

1.3 References in this Deed to 'clauses' are to the clauses of this Deed and references to 'schedules' are to the schedules to this Deed.

1.4 Clause headings do not form part of this Deed and are for convenience only and shall not be taken into account in its construction or interpretation.

2. Restriction on amount of Original Stock

The Original Stock is limited to £4,000,000. The Original Stock shall be designated 7.5% debenture stock 2015.

3. Creation of Further Stock

3.1 Subject to clauses 3.2 to 3.4 the Company has the power to create and issue Further Stock ranking pari passu in point of security with the Original Stock and carrying such rights and on such terms (without limitation) as the Directors may determine including Further Stock carrying the same rights in all respects as the Original Stock and forming one class with the Original Stock.

3.2 No Further Stock shall be paid up in whole or in part by a capitalisation of reserves or undistributed profits of the Company or be issued by way of collateral security.

3.3 Any Further Stock shall be constituted by a deed in favour of the Trustees and such deed shall be expressed to be supplemental to this Deed and in such form as the Trustees shall approve and the Company shall cause the deed to be executed and particulars of the deed to be registered with the registrar of companies.

3.4 Upon any issue of Further Stock under this clause the Further Stock so constituted and the Original Stock and premiums (if any) and the interest on all the Stock shall from the date of issue rank pari passu in point of security and shall be equally and rateably secured by and upon the Charged Assets.

4. Issue of Original Stock

The Original Stock may be issued to such persons and on such terms and for such consideration and either at par or at a discount or at a premium as the Directors shall from time to time determine and the proceeds of issue of such Original Stock shall be receivable by the Company and shall be applicable as the Directors in their absolute discretion shall determine.

5. Covenant for Payment

5.1 Subject to clause 5.3, the Company covenants with the Trustees that as and when the Original Stock is due to be redeemed on 31st December 2015 the Company will pay to the Trustee the principal amount of the Original Stock due to be redeemed together with any premium payable on the Original Stock. Payment to the Trustee shall be by payment of funds into the Trustees' client account with the Registrar.

5.2 Subject to clause 5.5, the Company covenants with the Trustees that as and when the Security becomes enforceable and the Trustees become bound to enforce the Security the Company shall pay to the Trustees at the Registered Office or at such other place as the Trustees shall approve in writing the principal amount of the Original Stock or (as the case may be) the part of the Original Stock due to be redeemed together with any premium payable on the Original Stock.

5.3 Subject to clause 5.5, until the whole of the Original Stock has been redeemed the Company shall pay to the Trustee interest (both before and after any judgment) at the rate of 7.5% per year (less any tax required to be deducted by law) on the nominal amount of the Original Stock for the time being outstanding by equal half-yearly instalments on 31st December and 30 June in each year, except that the first of such payments shall be made on 31st December 2012 in respect of the period to that date. Payment to the Trustee shall be by payment of funds into the Trustees' client account with the Registrar.

5.4 In addition to the sums payable under clause 5.3, the Company shall pay to the Trustees a sum equal to 20% of the Companies profit (if any) before tax and any dividends or distributions but after charging any sums payable under clause 5.3, in respect of each financial year of the Company ending during a period when any Stock is outstanding (the **supplemental coupon**). The supplemental coupon shall be verified by the Company's auditors from time to time acting as expert and whose decision shall be binding in the absence of manifest error. The supplemental coupon shall be paid 14 days after the filing of the audited accounts of the Company for the relevant year. The amount of the supplemental coupon shall be distributed to the Stockholders pro rata the amount of their stock and taking into account the length of time such stock was outstanding during the relevant year. Payment to the Trustee shall be by payment of funds into the Trustees' client account with the Registrar.

5.5 Every payment to the Stockholders on account of principal premium or interest in respect of the Original Stock held by them respectively shall be a satisfaction pro tanto of the principal or interest payable to the Trustees under the covenant by the Company contained in this clause 5.

6. **Stock Certificates**

The Company shall not issue certificates for the Original Stock which shall be recorded within CREST. The date of issue of the Original Stock and any Further Stock shall in the absence of manifest error be the date of first entry into CREST. The Company shall comply with the conditions and the provisions set out in schedule 1 and in this Deed which shall be binding on the Company the Trustees and the Stockholders and all persons claiming through or under them respectively.

7. **Specific Legal Charge and Crystallisation**

7.1 The Company with full title guarantee charges by way of first floating charge all of the Charged Assets with the payment to the Trustees of the principal of and any premium and interest on the Original Stock and all other money secured by this Deed.

7.2 The floating charge created by clause 7.1 will crystallise into a fixed charge:

- (a) by notice in writing given by the Trustee to the Company at any time after the security constituted by this Debenture becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower; or
- (b) automatically and instantly without notice if the Company resolves, without the Trustees prior written consent, to take or takes any step to:
 - (i) create an Encumbrance over any or all of the Charged Assets;
 - (ii) create a trust over any or all of the Charged Assets;
 - (iii) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business; or
- (c) automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or
- (d) automatically and instantly without notice if an Event of Default occurs.

8. **Enjoyment of Charged Assets**

Notwithstanding the charges upon the Charged Assets contained in this Deed and any further mortgages or charges upon, or assurance of, all or part of such premises which may be executed by the Company in pursuance of any covenant on its part contained or implied in this Deed, the Trustees shall subject to the provisions of this Deed permit the Company to hold and enjoy the Charged Assets owned by it and to receive and apply as it thinks fit all rents and income arising from such property and to carry on in and with such property any of the businesses for the time being authorised by its constitution including the sale or disposal of any such asset in the ordinary course of business until the Security becomes enforceable and the Trustees determine or become bound to enforce the Security, provided that neither the Company shall create or permit to subsist any mortgage or charge on the whole or any

part of the Charged Assets ranking in priority to or pari passu with the charge securing the Stock.

9. Covenants by the Company

9.1 The Company covenants with the Trustees that (subject to clause 8) at all times during the continuance of the Security it will:

- (a) (not without the previous written consent of the Trustees) dispose of any part of the Charged Assets;
- (b) carry on and conduct in a proper and efficient manner and at all times keep proper books of account relating to the Charged Assets and allow any such person as shall be appointed by the Trustees upon giving 7 days' notice in writing free access to the Charged Assets at all reasonable times during normal business hours;
- (c) give to the Trustees or to such person as shall be appointed by the Trustees such information as may be necessary for the purposes of this Deed and furnish to the Trustees (or to such person) 2 copies of every report, balance sheet, profit and loss account circular or notice issued to its shareholders or stockholders at the time of issue;
- (d) pay or cause to be paid all rents, rates, taxes and levies, governmental, municipal or otherwise imposed upon or payable in respect of all or any part of the Charged Assets owned by it as and when such money shall become payable and also punctually pay and discharge all debts and obligations which by law may have priority over the Security;
- (e) observe and perform in the proper manner all obligations imposed by law and all covenants, obligations, agreements and stipulations, conditions and terms of all conveyances, grants, leases, assignments, contracts, agreements and other deeds and documents affecting all or any part of the Charged Assets owned by it and any undertakings given by it to the Trustees;
- (f) keep or cause to be kept all property forming part of any of the Charged Assets owned by it and all buildings and fixtures in or upon all or any part of such Charged Assets in a good state of repair and in good condition and where necessary will renew and replace such property, buildings and fixtures when and as they shall be worn out or destroyed;
- (g) procure the Auditors or any Valuer to furnish the Trustees annually with such certificates or other information as they may reasonably require in connection with any calculations or matter arising under this Deed;
- (h) so long as any part of the Original Stock remains outstanding, give notice in writing to the Trustees forthwith upon becoming aware of the happening of any of the Events of Default.

10. Events of Default

10.1 The Security shall (subject as provided in the rest of this Deed) become enforceable in any of the following Events of Default:

- (a) if default shall be made for a period of 14 days in the payment of any principal due in respect of any of the Stock or in the payment of any interest which ought to be paid in accordance with this Deed;
- (b) if an order shall be made or a resolution passed for the winding up of the Company or if the Company shall go into administration or if any person shall give notice (to the Company or any other person) of an intention to appoint an administrator, or if any meeting of the members or directors of the Company is called with a view to its going into administration and such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;
- (c) if an encumbrancer shall take possession or a Receiver is appointed of all or any part of the Charged Assets and such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;
- (d) if any distress, execution or other process shall be levied or enforced or sued upon or against any part of the Charged Assets and such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;
- (e) if any distress, execution or other process shall be levied or enforced or sued upon or against any of the assets of the Company other than the Charged Assets and shall not be discharged within 14 days, or if an encumbrancer shall take possession, or a Receiver shall be appointed of any of the assets of the Company other than the Charged Assets, and such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;
- (f) if the Company shall stop or threaten to stop payment of its debts, or shall make any composition or arrangement with its creditors, or if any of its debts shall become subject to any moratorium, or (except with the prior consent in writing of the Trustees) if it shall cease or threaten to cease to carry on its business or any material part of its business and such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;
- (g) if default shall be made by the Company in the performance or observance of any covenant condition or provision (other than any covenant for the payment of the principal or interest owing on any part of the Stock) binding on it under this Deed and the Company shall fail to perform fully or make good the breach of such covenant, condition or provision within 14 days from receipt of notice in writing from the Trustees requiring it to do so, and such failure shall be certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Stockholders;

- (h) if the Company shall for the purposes of the Insolvency Act 1986 Section 123 be deemed to be unable to pay its debts;
- (i) if the security for any other debenture or any mortgage or charge of the Company shall become enforceable and any step shall be taken to enforce such security, or if any loan capital or borrowings of the Company shall become repayable by reason of default by the Company or shall not be repaid when due and any step shall be taken to enforce repayment of such loan capital or borrowings and if such event shall be certified in writing by the Trustees to be in their opinion materially prejudicial of the interests of the Stockholders;
- (j) if the Company shall create or purport to create or permit to subsist any mortgage charge or lien ranking or purporting to rank on all or any part of the Charged Assets in priority to or pari passu with the Security without the prior written consent of the Trustees.

11. Powers of the Trustees to deal with the Charged Assets

- 11.1 At any time after the Security shall have become enforceable the Trustees may at their discretion (without any request) and shall (subject to the provisions of clause 12) upon the request in writing of the registered holder or holders of not less than one-third part in nominal amount of the Stock for the time being outstanding (but in any case without any further consent of or demand upon the Company) enter upon or take possession of all or any part of the Charged Assets; or
- 11.2 All the powers incidents and provisions contained or referred to in the Law of Property Act 1925 Section 104 shall apply and have effect on the basis that this Deed constitutes a mortgage within the meaning of that Act and that the Trustees are mortgagees exercising the powers of sale conferred upon mortgagees by that Act and the Trustees shall have all such powers as are contained in Section 101 of that Act incident to the estate and interest of mortgagees as if those powers were fully set out and incorporated in this Deed.
- 11.3 The powers of the Trustees under this Deed extend to a sale of any of the Charged Assets either together or in parcels; and either by public auction or private contract, and either for a lump sum or for a sum payable by instalments, or for a sum on account and a mortgage or charge for the balance, and with or without any special stipulations as to title or evidence of commencement of title or otherwise which the Trustees shall deem proper. Any such sale may be to a company formed or promoted by the Trustees or in which they have an interest and may be in consideration of shares, securities or obligations of such a company or of any other person.
- 11.4 The Trustees shall also have power (without being responsible for any loss occasioned in exercising such powers):
 - (a) to rescind or vary any such contract for the sale of or to buy in all or any part of the Charged Assets; or
 - (b) to resell all or any part of the Charged Assets;

- (c) to compromise and effect compositions; and
- (d) for any of the purposes mentioned in this clause to execute and do all such assurances, deeds, acts and things as they shall think fit.

11.5 The Law of Property Act 1925 Section 103 shall not apply to this Deed but, before making any such entry or taking possession or making any sale, calling in, collection or conversion under the Powers of Conversion as referred to in this clause, the Trustees shall (except when they shall certify in writing that in their opinion delay would imperil the interests of the Stockholders if their powers arise upon the happening of one or more events referred to in clauses 10.1(g) or 10.1(j)):

- (a) give written notice of their intention to the Company; and
- (b) not enter upon or take possession of any of the Charged Assets or exercise the Powers of Conversion if the Company or (as the case may be) the Charging Subsidiary concerned shall immediately upon such notice being given fully perform or make good the breach of such covenant, condition or provision to the satisfaction of the Trustees, or remove or discharge such mortgage, charge or lien.

12. Powers of Trustees after Security has become Enforceable

12.1 Without prejudice to the generality of clause 11, at any time after the Security shall have become enforceable and the Trustees shall have determined or become bound to enforce the Security, and until the whole of the Charged Assets shall be sold, called in, collected the Trustees shall have power at their discretion (and without being responsible for any loss or damage which may arise or be occasioned in exercising such power and without any consent by the Stockholders or the Company) to do each of the following things:

- (a) manage and carry on the business and affairs of the Company as they think fit, with power to appoint or dismiss managers, agents and employees on such terms as they shall think fit;
- (b) repair, insure, protect and improve the Charged Assets;
- (c) enlarge any property forming part of the Charged Assets or acquire by purchase or lease or otherwise any further property or rights;
- (d) do without the consent or concurrence of the Company any of the things listed in clause 11;
- (e) settle, adjust, refer to arbitration, compromise or arrange all accounts, questions, claims and demands whatsoever in relation to any of the Charged Assets;
- (f) execute and do contracts, deeds, documents and things and bring, defend or abandon actions, suits and proceedings in relation to the Charged Assets in the name of the Company;

- (g) exercise or permit any other person to exercise any powers or rights incidental to the ownership of the Charged Assets including (as regards shares and other securities) any voting rights or any rights of enforcing such voting rights;
- (h) sell, realise, exchange or otherwise deal with the Charged Assets in any way;
- (i) discharge all or any part of the Charged Assets from any charge securing the Stock or release the Company from any obligation where the Trustees consider such release or discharge to be expedient in the interests of Stockholders and on such terms and conditions as they think fit;
- (j) remove or discharge any Receiver without appointing another or otherwise discontinue enforcement of any of the Security where the Trustees consider the Stockholders are unlikely materially to benefit by further enforcement of the Security or that such step is otherwise expedient in the interests of the Stockholders;
- (k) generally to do anything in relation to all or any part of the Charged Assets as they could do if they were absolutely entitled to such Charged Assets; and
- (l) maintain the Register and register transfers of the Stock pursuant to the Register on behalf of the Company and so that the Trustees shall not be responsible for acting on any forged or unauthorised transfer or other document or in respect of any Stock certificate issued by them.

12.2 The Trustees may, out of the profits and income of the Charged Assets and the money to be received by them in the exercise of any of the powers referred to in this clause, pay and discharge the expenses incurred in the exercise of any such powers or otherwise in respect of the Charged Assets and all outgoings which they shall think fit to pay, and may apply the residue of those profits income and money in the manner provided by clause 18.

13. **Appointment of a Receiver**

13.1 At any time after the Security shall have become enforceable, or after a petition for winding up the Company shall have been presented or a notice shall have been given of a proposed resolution for winding up the Company (and so that no delay or waiver of the right to exercise the powers conferred by this clause shall prejudice the future exercise of such powers), the Trustees may in their discretion and shall (subject to clause 30) upon the request in writing of the registered holder or holders of at least one-third part in nominal amount of the Stock for the time being outstanding or upon the request of the Stockholders by a Special Resolution and without further notice appoint in writing a Receiver or Receivers of all or any part of the Charged Assets.

13.2 The Trustees shall have the power from time to time to remove any Receiver appointed under clause 13.1 and appoint one or more Receivers in his place.

13.3 If any such petition as referred to in clause 13.1 is dismissed or withdrawn or the resolution referred to in any such notice as referred to in clause 13 is not passed by the necessary majority then (without prejudice to any rights exercisable otherwise than in consequence of the presentation of such petition or the giving of such notice, and subject to the provisions

contained in this Deed as to costs, charges and expenses incurred and payments made) possession of the Charged Assets shall be restored to the Company.

13.4 In addition to the powers referred to in clauses 11 and 12 and this clause the Trustees may enter into possession of and hold or appoint a Receiver or Receivers to take possession of any part of the Charged Assets which may at any time appear to them in danger of being taken under any process of law by any creditor of the Company or to be otherwise in jeopardy. Whenever under this clause the Trustees enter into possession of the Charged Assets or a Receiver is appointed the provisions of clauses 11 and 12 shall apply mutatis mutandis and the Trustees may at any time give up possession or withdraw such receivership.

14. Powers of the Receiver

14.1 The following provisions as to the appointment powers rights and duties of a Receiver appointed under clause 13 shall have effect:

- (a) such appointment may be made either before or after the Trustees shall have entered into or taken possession of all or any part of the Charged Assets;
- (b) the Trustees may delegate to any such Receiver such of the powers, authorities and discretions exercisable by the Trustees under this Deed (including the Powers of Conversion) as the Trustees may think expedient;
- (c) such Receiver shall in the exercise of his powers, authorities and discretions conform to any regulations and directions from time to time made and given by the Trustees;
- (d) the Trustees may from time to time fix the remuneration of such Receiver (which shall not be subject to the limitation provided in the Law of Property Act 1925 Section 109(6)) and direct payment of such remuneration out of the Charged Assets, but the Company alone shall be liable for the payment of such remuneration;
- (e) the Trustees may at their discretion from time to time require any such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be so given but the Trustees shall not be under any obligation in any case to require any such security;
- (f) (save so far as otherwise directed by the Trustees) all money shall (after providing for the matters comprised in the Law of Property Act 1925 Section 109(8)(i), (ii) and (iii)) be paid over to the Trustees to be held by them on the trust declared in this Deed of and concerning money which arises from any sale calling in collection or conversion;
- (g) the Trustees may pay over to such Receiver or permit him to retain any money constituting part of the Charged Assets to the intent that such money may be applied for the purposes of this Deed by such Receiver and the Trustees may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;
- (h) subject as provided in the following clauses of this Deed, any such Receiver may, for the purpose of carrying on the business of the Company or of defraying any costs,

charges, losses and expenses (including his remuneration) which shall be incurred by him or which he anticipates may be incurred by him in the exercise of the powers, authorities and discretions vested in him or for all other purposes of this Deed, advance, raise or borrow money on the security of all or any part of the Charged Assets, either in priority to the Stock and the Security or otherwise, and at such rate or rates of interest and generally on such terms and conditions as he may think fit, and for those purposes may execute and do all such assurances, deeds, acts and things as he may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any money so raised or borrowed, provided that a Receiver shall not exercise this present power without first obtaining the written consent of the Trustees to such exercise, but the Trustees shall incur no responsibility or liability to the lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

- (i) every such Receiver shall be the agent of the Company for all purposes, and the Company alone shall be responsible for his acts and defaults and for his remuneration and the Trustees and the Stockholders shall not incur any liability by reason of their making or consenting to his appointment as such Receiver; and
- (j) every Receiver so appointed shall have all the powers conferred on receivers appointed under the Law of Property Act 1925 and on administrative receivers by the Insolvency Act 1986 Section 42 (whether or not he is an administrative receiver as defined in the Insolvency Act 1986 Section 29).

15. Mortgagee in Possession

The Trustees shall not, nor shall any Receiver appointed by them or their agents, be liable by reason of any entry into possession of all or any part of the Charged Assets to account as mortgagees in possession or for anything except actual receipts or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

16. Protection of Third Parties

No purchaser, mortgagor, mortgagee, lender, debtor or other person dealing with the Trustees or any Receiver appointed by them or with their or his attorney or agent shall be concerned to inquire whether the Security has become enforceable, or whether any power exercised or purported to be exercised under this Deed has become exercisable, or as to the propriety regularity or purpose of the exercise of any power under this Deed, or whether any money remains due on the Security, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or to see to the application or any money paid to the Trustees or to any such Receiver, attorney or agent, and, in the absence of bad faith on the part of such purchaser, mortgagor, mortgagee, lender, debtor or other person, such dealing shall be deemed, so far as regards his safety and protection, to be within the powers conferred by this Deed and to be valid and effectual accordingly, and the remedy of the Company and its respective assigns in respect of any impropriety or irregularity whatsoever in the exercise of such powers shall be in damages only.

17. Receipt of Trustees or Receiver Good Discharge

Upon any such sale, calling in, collection or conversion under the Powers of Conversion as referred to in clauses 11 and 12 and upon any other dealing or transaction under the provisions contained in this Deed, the receipt of the Trustees or of any Receiver appointed under this Deed for the purchase money of the Charged Assets sold and for any other money paid to them shall effectually discharge the purchaser or other person paying such money from any liability in respect of such money and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

18. Trust of Proceeds of Realisation

18.1 The Trustees or any Receiver shall hold the money arising from any sale calling in collection or conversion under the Powers of Conversion and all money received under the covenants for payment to the Trustees of the Stock and the interest on such Stock contained in this Deed upon trust to apply the money:

- (a) in payment or retention of all costs, charges, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this Deed, and payments made by the Trustees or any Receiver under the provisions contained in this Deed and of all remuneration payable to the Trustees or any Receiver under this Deed with interest on such sums as provided in clause 29;
- (b) in or towards payment to the Stockholders (without any preference or priority whatsoever) of all interest remaining unpaid on the Stock held by them respectively *pari passu* in proportion to the amounts of such interest due to them respectively;
- (c) in or towards payment to the Stockholders (without any preference or priority whatsoever) of all principal due in respect of the Stock held by them respectively *pari passu* in proportion to the amounts of such principal due to them respectively;
- (d) and the surplus (if any) shall be paid to the Company (without prejudice to any question as to how such surplus shall be dealt with as between the Company and any Charging Subsidiary) or to the person or persons entitled to such surplus, provided that, if the Trustees shall be of the opinion that it is expedient so to do, payment may be made on account of principal and premium before the interest on the Stock has been paid, but such alteration in the order of payment of principal premium and interest shall not prejudice the right of the Stockholders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed or any less amount which the sum ultimately realised from the Security may be sufficient to pay.

19. Power to Retain Temporarily Money Available for Distribution

If the amount of the money at any time available under clause 18 above shall be less than 7.5% of the nominal amount of the Stock for the time being outstanding the Trustees may at their discretion invest such money as the Trustees think fit with power from time to time at their discretion to vary such investments. Such investments with the resulting income may be accumulated until the accumulations together with any other funds for the time being under

the control of the Trustees and applicable for the purpose shall amount to a sum sufficient to pay 7.5% of the nominal amount of the Stock for the time being outstanding and then such accumulations and funds shall be applied in the manner provided in clause 18 above.

20. Notice of Distribution

The Trustees or any Receiver appointed by them shall give not less than 7 days' notice in accordance with clause 42 below to the Stockholders of the day place and time fixed for any payment to the Stockholders under either of clauses 18 or 19 and after the day so notified to Stockholders the Stockholders shall (subject to the proviso in clause 18) be entitled to interest on the balance only (if any) of the principal due on the Stock after deducting the amount (if any) payable in respect of such principal on the day so fixed.

21. Receipt of Stockholders a Good Discharge

The receipt of each Stockholder or in the case of joint Stockholders, of any one of such joint holders for any principal or interest payable in respect of the Stock held by such Stockholder or joint Stockholders shall be a good discharge to the Trustees or any Receiver appointed by them and to the Company.

22. Production of Stock Certificates

Upon any payment to the Stockholders by the Trustees or any Receiver appointed by them on account of any principal or interest owing upon the Stock, the Registrar shall cause a memorandum of the amount and date of payment to be endorsed on the Register,

23. Money Due to Stockholders

23.1 If any money should remain due to any Stockholder in respect of any Stock after the due date for redemption of that Stock because it has not been claimed or because any cheque or warrant in respect of it has not been presented, then, after the expiry of 6 months from the due date for redemption of the Stock concerned the Trustees may place such money in the name of the Trustees in such bank as they shall think fit, but shall not be obliged to earn any interest with such money or pay any interest on such money.

23.2 After deposit of such money in a bank under clause 23.1, neither the Trustees nor the Company shall be responsible for the safe custody of such money or interest on such money except (in the case of the Trustees) such interest (if any) as such money may earn on deposit less any expenses incurred and charges made by the Trustees.

23.3 All such money (and any interest on such money) referred to in clause 23.2 shall revert to the Company after the expiry of 3 years from the date on which the Stock was due to be redeemed.

24. Advancing Money to Cover Expenses of the Trustees

24.1 The Trustees may advance, raise or borrow money on the security of all or any part of the Charged Assets for the purpose of defraying any costs, charges, losses and expenses which shall be paid or incurred by the Trustees in relation to this Deed (including remuneration of the

Trustees and of any Receiver) or which the Trustees anticipate may be paid or incurred in the exercise of the powers authorities and discretions vested in them under this Deed.

- 24.2 The Trustees may advance, raise and borrow such money at such rates of interest and generally on such terms and conditions as the Trustees shall think fit, and may secure the repayment of the money so advanced, raised or borrowed with interest on such money by mortgaging or otherwise charging all or any part of the Charged Assets and either in priority to the Security or otherwise and generally in such manner and form as the Trustees shall think fit.
- 24.3 For the purposes referred to in clauses 24.1 and 24.2 the Trustees may execute and do all such assurances, deeds, acts and things as they shall think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of this power or to see to the application of any money so raised or borrowed.

25. **Power of Attorney**

- 25.1 The Company irrevocably and by way of security appoints the Trustees and any Receiver appointed under this Deed severally to be its attorney in its name and on its behalf to execute and do all assurances, deeds, acts and things which it ought to execute and do under the covenants and provisions contained in this Deed, and generally to use its name in the exercise of all or any of the powers conferred by this Deed on the Trustees or any Receiver appointed by them.
- 25.2 The Company ratifies and confirms and agrees to ratify and confirm whatever the Trustees and any such Receiver referred to in clause 25.1 shall do in the exercise of all or any of the powers referred to in clause 25.1.

26. **Remuneration to Trustees**

- 26.1 The Company shall pay to the Trustees remuneration which shall accrue from day to day for their services as Trustees an annual payment of £2,000 payable quarterly in advance (the first of such payments to be made on the first date of subscription of any of the Stock and to be calculated from and including the first date of subscription of any of the Stock to the next date due for payment) such remuneration to be payable until the trusts of this Deed shall be finally wound up and whether or not a Receiver shall have been appointed and whether or not such trusts shall be administered by or under the order of any court.
- 26.2 The Trustees shall be entitled to be remunerated for coupon payments and other services.
- 26.3 Subject to clause 26.4, the rate of remuneration payable under this clause shall be agreed between the Trustees and the Company from time to time. Upon the issue of any Further Stock such rate of remuneration shall be increased by such amount as may be agreed between the Company and the Trustees. The Company and the Trustees may at any time agree any increase in the rate of remuneration payable to the Trustees under this clause.
- 26.4 In the event that the Security shall become enforceable the rate of remuneration payable to the Trustees under this clause shall (with effect from the date of such event) be increased by such an amount per year as shall be necessary to ensure that the Trustees are reasonably

remunerated in respect of such additional work as may fall upon them as a result (being work additional to the work falling upon them from year to year in the ordinary course of the conduct of the trusts of this Deed) including without limitation enforcing the Security or any of the obligations of the Company or any other person and applying money received in respect of such Stock.

26.5 The Company shall in addition pay to the Trustees on demand an amount equal to the amount of any VAT or any similar tax chargeable in respect of their remuneration under this Deed.

26.6 The Company shall also pay on demand all costs, charges and expenses of external advisers and an amount equal to all stamp, documentary and other taxes and duties and other expenses which the Trustees may properly and reasonably incur in relation to this Deed, and to the preparation and execution of this Deed, and to the carrying out of the trusts of this Deed and the exercise by the Trustees of the powers, authorities and discretions vested in them under this Deed, together with any VAT or similar tax thereon, if not recoverable by the Trustees.

27. Powers Reliefs and Indemnities of Trustees

27.1 By way of supplement to the Trustee Act 1925 it is expressly declared that (subject to clause 27.2 below):

- (a) the Trustees may, in relation to any of the provisions of this Deed, act on the opinion or advice of or any information obtained from any lawyer, Valuer, surveyor, broker, auctioneer, accountant or other expert, whether obtained by the Company or by the Trustees or otherwise, and shall not be responsible for any loss occasioned by so acting;
- (b) any such opinion, advice or information referred to in clause 27.1(a) above may be sent or obtained by letter, fax, telephone or other means, and the Trustees shall not be liable for acting on any opinion, advice or information purporting to be so conveyed, although such opinion, advice or information shall contain some error or shall not be authentic;
- (c) the Trustees shall be at liberty to accept:
 - (i) a certificate signed by any 2 Directors as to any fact or matter on which the Trustees may need or wish to be satisfied as sufficient evidence of such fact or matter; and
 - (ii) a certificate signed by any 2 Directors that any properties or assets in the opinion of the persons so certifying have a particular value or produce a particular income or are suitable for such company's purposes as sufficient evidence that they have that value or produce a particular income or are so suitable; and

- (iii) a certificate signed by any 2 Directors to the effect that any particular dealing or transaction or step or thing is in the opinion of the persons so certifying expedient as sufficient evidence that it is expedient,

and the Trustees shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so or by their acting on any such certificate;

- (d) the Trustees shall not be bound to give notice to any person of the execution of this Deed nor shall they be liable for any failure omission or defect in perfecting the Security for the Stock including (without prejudice to the generality of the foregoing) failure to obtain any licence, consent or other authority for the execution of this Deed; and
- (e) failure to register the Security in accordance with the provisions of any of the documents of title of the Company to any of the Charged Assets;
- (f) with a view to facilitating sales, leases and other dealings under any provisions of this Deed, the Trustees shall have full power prospectively to consent to any specified transaction conditionally on the transaction conforming to any specified conditions laid down or approved by the Trustees;
- (g) the Trustees shall, as regards all the trusts, powers, authorities and discretions vested in them by this Deed, be entitled to use their discretion as to the manner and time of exercise of such trusts, powers, authorities and discretions and, provided they shall not have acted fraudulently or without the care and diligence required of them as Trustees, they shall be in no way responsible for any loss, costs, damages, expenses or inconveniences that may result from the exercise or non-exercise of such trusts, powers, authorities and discretions;
- (h) the Trustees shall be at liberty to place all title deeds and other documents certifying, representing or constituting the title to any of the Charged Assets for the time being in their hands in any safe deposit box, safe or receptacle selected by the Trustees; or with any bank or company whose business includes undertaking the safe custody of documents; or with any solicitor, and may, at their discretion, make any such arrangements as they think fit for allowing the Company or its solicitors or auditors access to or possession of such title deeds or other documents when necessary or convenient, and the Company shall pay all sums required to be paid on account of or in respect of any such deposit;
- (i) the Trustees shall have full power to determine as between themselves and the Stockholders all questions and doubts arising in relation to any of the provisions of this Deed, and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustees, shall be conclusive and shall bind all persons interested under this Deed;
- (j) the Trustees may (except in the conduct of the internal management of the trusts of this Deed) instead of acting personally employ and pay an agent to transact or concur

in transacting any business and to do or concur in doing any acts required to be done by the Trustees including the receipt and payment of money, and any trustee being a solicitor, broker or other person engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner of his in connection with the trusts of this Deed, including matters which ought to or should have been attended to in person by a trustee not being engaged in any profession or business;

- (k) the Trustees shall not be bound to take any steps to ascertain whether any Event of Default has happened upon the happening of which the Security becomes enforceable;
- (l) the Trustees shall not be responsible for acting upon any resolution purporting to have been passed at a meeting of the Stockholders or signed by Stockholders which the Trustees believe to have been properly passed or signed, even should it afterwards be found that such resolution is not binding or valid by reason of a defect in the convening of the meeting or the proceedings at such meeting or by reason of the requisite number of Stockholders not having signed the resolution or any other error;
- (m) the Trustees shall not incur any liability in respect of the money subscribed by applicants for the Stock or be bound to see to the application of such money;
- (n) the Company shall on demand (subject to clause 27.2) indemnify the Trustees against any claim, demand, loss, damage, proceeding or other liability whatsoever (including without limitation in respect of any tax or duty) arising in any manner from the preparation and execution of this Deed, or from the exercise of its powers and the performance of its duties under this Deed, or from considering or taking any action, or enforcing, or determining any question in relation to, any provision of this Deed.

27.2 Nothing in clause 27.1 or elsewhere in this Deed shall exempt the Trustees from, or indemnify them against, any liability for breach of trust in any case in which the Trustees have failed to show the degree of diligence and care required of them as Trustees having regard to the provisions of this Deed conferring on them any powers authorities or discretions.

28. Power to Recoup Money Owing to the Trustees

28.1 Without prejudice to the rights of indemnity given to trustees by law and by this Deed, and subject to the provisions of the Companies Act 2006 Section 750, the Trustees and every Receiver, attorney, agent or other person appointed by the Trustees under the provisions of this Deed shall be entitled to be indemnified out of the Charged Assets in respect of:

- (a) all liabilities, costs, charges and expenses incurred by them or him in relation to this Deed or to the preparation and execution or purported execution of this Deed; or
- (b) the carrying out of the trusts of this Deed; or
- (c) the exercise of any trusts, powers or discretions vested in them or him pursuant to this Deed; and

- (d) all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anywise relating to this Deed; and
- (e) any remuneration or other amount payable by the Company under this Deed, in priority to any payments to the Stockholders and the Trustees, and any Receiver appointed under this Deed may retain and pay out of any money in their or his hands arising from the trusts of this Deed all sums necessary to effect such indemnity.

29. Interest on Payments

The Company shall, on demand by the Trustees or any Receiver, attorney, agent or other person appointed by the Trustees pursuant to this Deed, pay every sum of money (other than the principal amount of the Stock and the interest on such amount) which shall from time to time be payable to any such person under any provisions of this Deed, together with interest at the rate of 2% per year above the base rate from time to time of HSBC Bank plc or such other clearing bank in London as the Trustees may from time to time stipulate (or if there is at any time no such base rate such other rate as in the reasonable opinion of the Trustees is the nearest equivalent to such base rate) calculated on a daily basis and on the basis of a 365 day year from the date when the money shall have been advanced or paid or become payable or due to the date of payment by the Company, and compounded on the last days of March, June, September and December in each year, and until such payment such money and interest shall be a charge upon the Charged Assets ranking in priority to the Stock and interest on the Stock.

30. Trustees not Bound to Enforce Covenants

- 30.1 The Trustees are authorised and they are intended to assume without inquiry (in the absence of knowledge by or an express notice to them to the contrary) that the Company is properly performing and observing all the covenants and provisions contained in this Deed.
- 30.2 Notwithstanding knowledge by or notice to the Trustees of any breach of any such covenant, condition, provision or obligation in this Deed, it shall be in the discretion of the Trustees whether to take any action or proceedings or to enforce the performance of such covenant, condition, provision or obligation.
- 30.3 Notwithstanding that the Security shall have become enforceable and that it may be expedient to enforce the Security, the Trustees shall not be bound to enforce the Security or any of the covenants, conditions, provisions or obligations of this Deed unless and until in any of such cases the Trustees are requested to do so by a Special Resolution or in writing by the registered holder or holders of not less than one-third part in nominal amount of the Stock for the time being outstanding, and then only if they shall be indemnified to their satisfaction against all actions, proceedings, costs, claims and demands to which they may render themselves liable, and all costs, charges, damages and expenses which they may incur by so doing.

31. Delegation of Powers of Trustees

Any Trustee of this Deed being a corporation may in the execution and exercise of any of the trusts, powers and discretions vested in it by this Deed act by a duly authorised officer or

employee, and the Trustees may whenever they think it expedient in the interests of the Stockholders delegate by power of attorney or otherwise or in any other manner to any person or persons all or any of the trusts, powers and discretions vested in the Trustees by this Deed, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Trustees may in the interests of the Stockholders think fit.

32. Dealings with the Company and in its Shares and Securities

32.1 Notwithstanding their fiduciary position, the Trustees and any director or officer of any corporation being a Trustee or any company or person in any other way associated with a Trustee may enter into or be otherwise interested in any banking, financial, insurance or business contracts or any other transactions or arrangements with the Company or any subsidiary or in connection with any part of the Charged Assets or the Stock which they could have entered into had they not been a trustee of this Deed.

32.2 Without prejudice to the generality of clause 32.1 it is expressly declared that such contracts transactions or arrangements may include:

- (a) any contract for the purchase by, or leasing to, all or any of the Trustees of the whole or any part of the Charged Assets, or of any property or assets formerly included in such Charged Assets; or any contract for the sale, or leasing by the Trustees or any of the Trustees of any property or assets, on the basis that such property or assets will become part of the Charged Assets or will be paid for out of capital money or exchanged for all or part of the Charged Assets or otherwise; or any other dealing with or in relation to property or assets subject to the trusts of this Deed whether similar to those contracts or not;
- (b) any contract, transaction or arrangement for or in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending money upon the Stock or any other stock, shares, debenture stock, debentures or other securities of the Company or any subsidiary or any contract of insurance with the Company or any subsidiary; and
- (c) all or any of the Trustees acting as trustee of any other securities or obligations of the Company or subsidiary.

32.3 The Trustees shall not be accountable to the Company or any subsidiary or to the Stockholders for any profits or benefits resulting or arising from any contract, transaction or arrangement as is mentioned in this clause, and the Trustees shall also be at liberty to retain for their own benefit and shall be in no way accountable to the Company or any subsidiary or to the Stockholders for any benefits or profits or any fees, commissions, discounts or share of brokerage allowed to them by bankers, brokers or other parties in relation to or otherwise arising out of any contract, transaction or arrangement (including any dealing with the Stock or the Charged Assets) permitted by or effected under or in connection with this Deed.

33. Modification of Terms of the Deed

In addition and without prejudice to the powers of the Stockholders exercisable by Special Resolution, the Trustees may at any time without the sanction of a Special Resolution concur with the Company in making any modification to this Deed as may be agreed between the Company and the Trustees where the Trustees are of the opinion that such modification will not be materially prejudicial to the interests of the Stockholders or that the modification is intended to correct a manifest error or omission.

34. Waiver or Authorisation of Breaches

The Trustees may from time to time without the consent or sanction of the Stockholders (but only if and in so far as in their opinion the interests of the Stockholders will not be materially prejudiced by doing so) waive or authorise on such terms and conditions as the Trustees shall think fit any breach or proposed breach by the Company of any of the covenants, conditions, provisions or obligations contained in this Deed, or any act or omission which would or might otherwise on its own or together with any other act or omission constitute an Event of Default without prejudice to the rights of the Trustees in respect of any subsequent breach. No such waiver or authority shall be of any effect unless in writing.

35. Discretion of the Trustees

Where under this Deed provision is made for the giving of any consent or the exercise of any discretion by the Trustees, any such consent may be given and any such discretion may be exercised on such terms and conditions (if any) as the Trustees may think fit, and the Company shall observe and perform any such terms and conditions, and the Trustees may at any time waive or agree a variation in such terms and conditions. Any such consent may be given retrospectively.

36. Release of the Charged Assets

Upon proof being given to the satisfaction of the Trustees that all the Stock has been paid off or satisfied or that provision for its payment off or satisfaction has been made to the satisfaction of the Trustees, and upon such payment of or provision for the payment of all costs, charges and expenses incurred by and remuneration due to the Trustees or any Receiver in relation to this Deed, and any other money intended to be secured by or payable under this Deed, the Trustees shall at the request and cost of the Company execute and do all such deeds, acts and things as may be necessary to release all or such part of the Charged Assets as may remain vested in the Trustees or subject to the charges securing the Stock from the trusts contained in this Deed and from the Security.

37. Retirement of Trustees

Any of the Trustees may at any time retire from the trusts of this Deed without giving any reason and without being responsible for any expenses in doing so.

38. Powers to Appoint New Trustees and Powers of the Majority of Trustees

The statutory power of appointing new trustees of this Deed shall be vested in the Company. A trust corporation may be a sole Trustee of this Deed. Whenever there shall be more than 2

Trustees of this Deed a majority of Trustees shall be competent to exercise all the powers authorities and discretions vested in the Trustees under this Deed.

39. Company to Keep Register

The Company shall at all times keep at its Registered Office or (subject to the provisions of the Companies Act 2006 Section 743) at some other place approved by the Trustees an accurate register (the **Register**) showing the amount of the Stock of each class for the time being issued and the date of issue and the names and addresses of the current holders of such Stock. Any of the Trustees and any Receiver and the Stockholders and any person authorised in writing by any of such persons shall be at liberty at all reasonable times during office hours to inspect the Register and to take copies of and extracts from the Register. The Register may be closed at such times and for such periods (not exceeding 30 days in any year) as the Company may from time to time determine.

40. Performance of Obligations of the Company

The Company covenants with the Trustees that it will duly perform and observe all the covenants conditions provisions and obligations on its part contained in this Deed.

41. General Law

The powers conferred by this Deed upon the Trustees shall be in addition to any powers which may from time to time be vested in them by the general law as Trustees or as holders of any of the Stock.

42. Notices

- 42.1 Any notice may be given to any Stockholder by the Company or the Trustees by posting the notice by prepaid first class post to the registered address of the Stockholder or by email or electronically transmitted pdf file to any e-mail address of the Stockholder recorded in the Register.
- 42.2 In the case of joint Stockholders a notice given to the holder whose name stands first in the Register in respect of such Stock shall be sufficient notice to all the joint holders of such Stock.
- 42.3 Any notice given under this clause shall be shall be deemed to have been served in the case of post 24 hours after the date of posting and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and in the case of email at the time of transmission if sent during normal business hours of the recipient with proof of transmission.

SCHEDULE 1

Conditions of Debenture Stock

The Stock is denominated in amounts of £1 and integral multiples thereof; and

The Stock shall bear interest of 7.5% per year (less any tax required to be deducted by law) on the nominal amount of the Original Stock for the time being outstanding by equal half-yearly instalments on 31st December and 30 June in each year, except that the first of such payments shall be made on 31st December 2012 in respect of the period to that date; and

In addition the Stock shall receive an additional coupon as set out in clause 5.4 of the Trust Deed; and

The Stock is transferable only through CREST and not in certificated form; and

The Stock is redeemable on the 31 December 2015 or earlier at the demand of the Trustee on the happening of an Event of Default.

The Stock is secured by first floating charge over all of the assets of the Company held by the Trustee for the benefit of Stockholders.

Any notices or communications should be sent in writing to the Trustee at:

7th Floor
52-54 Gracechurch Street
London
EC3V 0EH

SCHEDULE 2

Meetings of the Stockholders

1. Convening of Meetings

- 1.1 The Trustees or the Company or any Receiver whether appointed under this Deed or not may at any time convene a meeting of the Stockholders and the Trustees shall do so upon a requisition in writing signed by the registered holder or holders of not less than one-tenth part in nominal amount of the Stock for the time being outstanding and upon receiving such indemnity against the costs of convening and holding such meeting as they may reasonably require. Every meeting shall be held in London or in such other place as the Trustees may determine or approve.

2. Notices

- 2.1 At least 21 days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day on which the meeting is to be held) of every meeting shall be given to the Stockholders.
- 2.2 Such notice referred to in paragraph 2.1 above shall specify the place, day and time of the meeting the terms of any Special Resolution to be proposed at the meeting and shall be given in manner provided by this Deed.
- 2.3 Subject to paragraph 2.2 of this schedule it shall be necessary to specify in any such notice only the general nature of any business to be transacted at the meeting convened by the notice.
- 2.4 A copy of the notice shall be sent by post to the Trustees unless the meeting shall be convened by the Trustees, and a copy shall be sent by post to the Company unless the meeting shall be convened by the Company.
- 2.5 The accidental omission to give notice of a meeting under this paragraph to or the non-receipt of such notice by any Stockholder or by the Trustees or by the Receiver or by the Company shall not invalidate any of the proceedings at any meeting.
- 2.6 No Stockholder whose address in the Register is outside the United Kingdom shall be entitled to receive any such notice, unless he has provided to the Company an alternative address within the United Kingdom at which such notice may be given to him.

3. Quorum

- 3.1 Subject as provided in the rest of this schedule with regard to adjourned meetings, no business (other than the choosing of a chairman) shall be transacted at any meeting unless a quorum of Stockholders is present at the commencement of business.
- 3.2 Subject as provided in the rest of this schedule with regard to adjourned meetings, the quorum at any meeting shall be a person or persons holding or representing by proxy at least one-third in nominal amount of the Stock for the time being outstanding.

3.3 If within 5 minutes (or such longer period not exceeding 20 minutes as the chairman may decide to wait) from the time appointed for any meeting a quorum is not present, the meeting if convened on the requisition of Stockholders shall be dissolved, but in any other case the meeting shall stand adjourned to such a day (not less than 7 or more than 28 days later), time and place as may be appointed by the chairman, and at such adjourned meeting any Stockholder or Stockholders present in person or by proxy (whatever the nominal amount of the Stock held by them) shall form a quorum and shall have power to pass a Special Resolution and to transact all business which might lawfully have been transacted at the meeting from which the adjournment took place. At least 7 days' notice of any meeting adjourned through want of a quorum shall be given in the manner provided in paragraph 2 of this schedule and such notice shall state that any Stockholder or Stockholders present in person or by proxy at the adjourned meeting, whatever the nominal amount of the Stock held by them will form a quorum.

4. **Chairman**

Some person (who may but need not be a Stockholder) nominated in writing by the Trustees shall be the chairman of every meeting and if no person is nominated or if at any meeting a person nominated shall not be present within 5 minutes after the time appointed for holding the meeting the Stockholders present in person or by proxy shall choose any Director or any Stockholder or representative or proxy for any Stockholder willing so to act to be the chairman.

5. **Attendance at meetings**

The Trustees and their solicitors and any director or officer of a corporation being a Trustee and any Director and the secretary and solicitors of the Company and any other person authorised in that behalf by the Trustees or the Company may attend and speak at any meeting.

6. **Voting**

6.1 At any meeting a resolution put to the vote shall be decided in the first instance on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by the chairman or by 10 or more Stockholders present in person or by proxy or by one or more persons holding or representing by proxy at least 5% in nominal amount of the Stock for the time being outstanding⁶⁰. Unless a poll is so demanded a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

6.2 On a show of hands every Stockholder who (being an individual) is present in person or (being a corporation) is present by its representative duly authorised under paragraph 9 of this schedule shall have one vote and on a poll every Stockholder who is present in person or by proxy shall have one vote for every £1 in nominal amount of Stock of which he is the holder.

6.3 In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall

have a casting vote in addition to any vote or votes to which he may be entitled as a Stockholder or as a proxy.

- 6.4 In the case of joint holders of the Stock the vote of the most senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register.

7. **Poll**

- 7.1 If at any meeting a poll is demanded it shall be taken in such manner as the chairman may direct and the result of a poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

- 7.2 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time or date as the chairman may direct.

- 7.3 The demand for a poll may be withdrawn.

- 7.4 No notice need be given of a poll.

- 7.5 On a poll a Stockholder may vote either in person or by proxy and a Stockholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

8. **Business at adjourned meeting**

The chairman may with the consent of (and shall if directed by) any meeting at which a quorum is present adjourn such a meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

9. **Corporations acting by representatives**

Any Stockholder being a corporation may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of Stockholders or at any meeting of any Stockholders, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Stockholder personally present at such meeting.

10. **Proxy**

- 10.1 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, in the case of a corporation, under its common seal or the hand of a duly authorised officer or attorney and must be in usual common form or a form approved by the Trustees.

- 10.2 A proxy need not be a Stockholder.

- 10.3 The instrument appointing a proxy and (if required by the Company or the Trustees) the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of such power or authority must be deposited at the Registered Office or such other place as shall be appointed for that purpose in the notice convening the meeting or any document accompanying such notice not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or the taking of a poll at which the person named in the instrument proposes to vote.
- 10.4 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or revocation of the proxy or authority under which the instrument of proxy was signed, provided that no intimation in writing of the death, insanity or revocation shall have been received at the Registered Office at least 24 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the proxy is to be used.
- 10.5 No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution. The instrument appointing a proxy shall be deemed to confer the right to demand or join in demanding a poll and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) confer power generally to act at the meeting for the Stockholder giving the proxy. An instrument appointing a proxy shall unless the contrary is stated on the proxy be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed.

11. **Powers of Stockholders meetings**

- 11.1 A meeting of the Stockholders shall in addition to any other powers have the following powers exercisable by Special Resolution:
- (a) to sanction any scheme or arrangement or any scheme for the reconstruction of the Company or a subsidiary of the Company or for the amalgamation of the Company or a subsidiary with any other company;
 - (b) to sanction the exchange of the Stock for or the conversion of the Stock into shares, stock, debenture stock or other obligations or securities of the Company or any other company formed or to be formed;
 - (c) to sanction the release of the Company or any subsidiary and of the whole or any part of the Charged Assets from all or any part of the principal and interest owing upon the Stock;
 - (d) to sanction any modification, compromise, abrogation or arrangement in respect of the rights of the Stockholders against the Company or any subsidiary, or against the property or assets of the Company or any subsidiary, whether such rights shall arise under this Deed or otherwise;
 - (e) to assent to any modification or abrogation of the provisions contained in this Deed or to which the Stock is subject proposed or agreed to by the Company and any subsidiaries and to authorise the Trustees to concur in and execute any deed embodying any such modification;

- (f) to authorise the Trustees or any Receiver appointed by them where they or he shall have entered into possession of the Charged Assets to give up possession of such premises to the Company or to the relevant subsidiary or otherwise to discontinue enforcement or any Security either unconditionally or upon any conditions;
- (g) to appoint any persons (whether Stockholders or not) as a committee to represent the interests of the Stockholders and to confer upon such committee any powers or discretions which the Stockholders could themselves exercise by Special Resolution;
- (h) to agree to the release from or indemnity of the Trustees against any liability in respect of anything done or omitted to be done by the Trustees before the giving of such release or indemnification;
- (i) to give any sanction approval direction or request which under any of the provisions of this Deed is required to be given by Special Resolution.

12. Binding nature of a Special Resolution

A Special Resolution passed at a meeting of the Stockholders duly convened and held in accordance with this Deed shall be binding upon all the Stockholders whether present or not present at such meeting and each of the Stockholders and the Trustees (subject to the provisions for their indemnity contained in this Deed) shall be bound to give effect to such Special Resolution accordingly.

13. Definition of 'Special Resolution'

The expression 'Special Resolution' means a resolution expressed as such and passed at a meeting of the Stockholders duly convened and held in accordance with the provisions of this schedule relating to Special Resolutions by a majority consisting of not less than 75% of the persons voting at such meeting upon a show of hands or if a poll is duly demanded by a majority consisting of not less than 75% of the votes given on such poll.

14. Resolution in writing

A resolution in writing signed by or on behalf of Stockholders holding not less than 90% in nominal value of the Stock who for the time being are entitled to receive notice of a meeting in accordance with this schedule shall for all purposes be as valid and effectual as a Special Resolution passed at a meeting of the Stockholders duly convened and held in accordance with this schedule. Such resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Stockholders.

15. Minutes of meeting

Minutes of all resolutions and proceedings at every meeting shall be made and entered in books to be from time to time provided for that purpose by the Trustees at the expense of the Company, and any such minute, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held, or by the chairman of the next succeeding meeting of Stockholders, shall be conclusive evidence of the matters contained in such minutes, and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and

convened and all resolutions passed or proceedings held at such meeting to have been duly passed and held.

16. Classes of Stock

16.1 Unless the whole of the Stock for the time being outstanding constitutes a single issue of Stock which is identical in all respects then each part of the Stock which is in all respects identical and forms a single series shall constitute a separate class of Stock and the following provisions of this schedule shall have effect subject to the following modifications:

- (a) a resolution which in the opinion of the Trustees affects one class only of the Stock shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Stock of that class;
- (b) a resolution which in the opinion of the Trustees affects more than one class of the Stock but does not give rise to a conflict of interests between the holders of Stock of any of the classes so affected shall be deemed to have been duly passed if passed at a meeting of the holders of the Stock of all classes so affected;
- (c) a resolution which in the opinion of the Trustees affects more than one class of the Stock and gives or may give rise to a conflict of interests between the holders of the Stock of any of the classes so affected shall be deemed to have been duly passed only if instead of being passed at a single meeting of the Stockholders it shall be passed at separate meetings of the holders of the Stock of each class so affected; and
- (d) all the preceding provisions of this schedule shall mutatis mutandis apply to all meetings as referred to in this schedule as though reference in those provisions to 'Stock' and 'Stockholders' were references to the Stock of the class in question and to the holders of the Stock of such class respectively.

SIGNATURE PAGE

Executed as a deed by)
JUST LOANS PLC)
acting by a director in the presence of:)

Independent Witness

Signature:

Name:

Address:
.....
.....
.....

Occupation:

Executed as a deed by)
WOODSIDE CORPORATE SERVICES)
LIMITED)
acting by a director in the presence of:)

Independent Witness

Signature:

Name:

Address:
.....
.....
.....

Occupation: