

**SECTION VI
DEED POLL**

PROVIDENT SPV LIMITED
IN FAVOUR OF
PROVIDENT PERSONAL CREDIT LIMITED
AND
GREENWOOD PERSONAL CREDIT LIMITED
AND
OTHERS

DEED OF CONTRIBUTION AND INDEMNITY

CONTENTS

Clause	Page
1. Definitions and construction	2
2. Indemnity.....	5
3. Contribution.....	7
4. Limits on Indemnity	9
5. Benefit of Deed	10
6. Partial Invalidity	11
7. Notices.....	11
8. Accounts and Certificates.....	12
9. Governing law and jurisdiction	12

THIS DEED OF INDEMNITY AND CONTRIBUTION is made on 14 March 2021

BY

- (1) **PROVIDENT SPV LIMITED**, a limited liability company incorporated in England and Wales with registered number 12988335 and whose registered address is at No.1 Godwin Street, Bradford, West Yorkshire, BD1 2SU (the "**Company**"),

IN FAVOUR OF:

- (2) **PROVIDENT PERSONAL CREDIT LIMITED**, a limited liability company incorporated in England and Wales with registered number 00146091 and whose registered address is at No. 1 Godwin Street, Bradford, West Yorkshire, BD1 2SU ("**PPC**");
- (3) **GREENWOOD PERSONAL CREDIT LIMITED**, a limited liability company incorporated in England and Wales with registered number 00125150 and whose registered address is at No. 1 Godwin Street, Bradford, West Yorkshire, BD1 2SU ("**Greenwood**");
- (4) the **REDRESS CREDITORS** (as defined below); and
- (5) **FINANCIAL OMBUDSMAN SERVICE LIMITED**, a private company limited by guarantee, with company number 03725015 and with its registered address at Exchange Tower, Harbour Exchange Square, London, E14 9SR (the "**FOS**").

RECITALS:

- (A) PPC is a regulated provider of home credit and online lending products in the United Kingdom and Republic of Ireland. PPC is regulated by the Financial Conduct Authority and the Central Bank of Ireland.
- (B) Greenwood provided home credit products in the United Kingdom from its incorporation in 1912 until 1 April 2014. On 1 April 2014, all of Greenwood's business and assets were transferred to PPC, and PPC also assumed liability for, amongst other things, all customer claims which have been, or could be brought against, Greenwood.
- (C) As regulated providers of consumer credit, PPC is, and Greenwood was, required ensure that their lending met certain minimum standards (including as set out in Financial Services and Markets Act 2000 and associated rulebooks and regulations, and the Consumer Credit Act 1974). PPC and Greenwood failed to comply with these minimum standards in a number of cases.
- (D) Due to the increasing volume of customer redress claims against PPC for loans issued by it and Greenwood in breach of the regulatory standards applying to it, and PPC's financial position, it is proposed that a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 be implemented to, amongst other things, assess, settle and release such redress claims in a manner which best serves the interests of each of PPC, Greenwood and the Redress Creditors.
- (E) The Company, PPC and Greenwood form part of the Provident Financial group, which comprises Provident Financial Plc and each of its subsidiaries. The Company is a

wholly-owned subsidiary of Provident Financial Holdings Limited (the "Shareholder"). The Shareholder is an indirect shareholder of PPC and Greenwood. The Company's sole purpose is proposing and implementing the Scheme (as defined below). The Company is issuing this Deed to enable it to propose the Scheme (as defined below).

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In this Deed:

"**Ascertained Deed Liability**" means the value of any Redress Liability which is:

- (a) agreed between the Company and the Redress Creditor;
- (b) determined under, and in accordance with, the Scheme; or
- (c) finally determined by FOS in accordance with the DISP rules;

"**Beneficiaries**" means:

- (a) each Redress Creditor;
- (b) the FOS; and
- (c) the Lenders;

"**Business Day**" means any day (other than a Saturday or Sunday) on which banks are open for general business in London;

"**Claimant**" has the meaning given to that term in Clause 4.1.1 (*Payment Instruction*);

"**Contribution Payment**" means a payment that the Company is obliged to make to a Lender pursuant to a Demand issued in accordance with Clause 3 (*Contribution*);

"**Designated Bank Account**" has the meaning given to that term in Clause 4.1.1(b) (*Payment Instruction*);

"**Demand**" has the meaning given to that term in Clause 3.1 (*Contribution*);

"**DISP**" means the Dispute Resolution: Complaints section of the FCA Handbook;

"**Excluded Claim**" means a claim in respect of a Liability of a Lender:

- (a) made by PPC's Irish branch;
- (b) governed by Irish law; or
- (c) subject to the supervision of the Central Bank of Ireland;

"**FCA**" means the Financial Conduct Authority;

"**FCA Handbook**" means the handbook issued by the FCA pursuant to section 138G of FMSA;

"**FEES**" means the Fees Manual section of the FCA Handbook;

"**FOS Fees**" means a Liability of a Lender to the FOS, in respect of fees imposed by the FOS, or incurred by the Lenders under, and in accordance with, FEES, in relation to the FOS' involvement in the resolution of a Redress Claim but excluding Non-Scheme FOS Fees;

"**Indemnity**" means the obligations of the Company pursuant to sub-Clause 2.1 (*Indemnity*);

"**Lender**" means PPC or Greenwood (as the context shall admit) and "**Lenders**" shall mean both of them;

"**Liability**" means any liability of a person, whether it is present, future, prospective or contingent, whether its amount is fixed or undetermined, whether or not it involves the payment of money and whether it arises at common law, in equity or by statute, in England or in any other jurisdiction, or in any other manner whatsoever;

"**Loan**" means a loan issued by a Lender to a Redress Creditor under, and in accordance with, a Loan Agreement;

"**Loan Agreement**" means a consumer credit agreement dated between 1 April 2007 and 17 December 2021 (inclusive) between a Lender and a Redress Creditor;

"**Non-Scheme FOS Fees**" means FOS Fees incurred in respect of any Redress Claim which has been the subject of a FOS adjudication or FOS decision prior to the date of the Practice Statement Letter;

"**Payment Instruction**" means an instruction in the form set out at Schedule 1 (*Form of Payment Instruction*);

"**Payment Deadline**" has the meaning given to that term in Clause 4.1.1(b) (*Payment Instruction*);

"**Practice Statement Letter**" means the letter to be issued by the Company pursuant to the *Practice Statement (Companies: Schemes of Arrangement under Part 26 and Part 26A of the Companies Act 2006)* [2020] 6 WLUK 547 in relation to the Scheme;

"**Redress Claim**" means a claim in respect of a Redress Liability;

"**Redress Creditor**" means any person with a Redress Claim;

"**Redress Liability**" means a Liability of a Lender arising in connection with the assessment of the creditworthiness of a Borrower or Guarantor, the sustainability, suitability or affordability of a Loan or Guarantee or the performance of any ancillary duty, but does not include an Excluded Liability.

"Relevant Obligations" means:

- (a) the Redress Liabilities; and
- (b) the FOS Fees;

"Scheme" means the compromise or arrangement to be proposed by the Company pursuant to Part 26 of the Companies Act 2006 for the purpose of, amongst other things, assessing, agreeing, determining, settling and releasing Scheme Creditors' Scheme Claims against the Company and the Lenders;

"Scheme Claim" has the meaning given to that term in the Scheme which, as at the date of this Deed, is expected to include

- (a) Redress Claims; and
- (b) FOS's claims for FOS Fees;

"Scheme Creditors" has the meaning given to that term in the Scheme which, as at the date of this Deed, is expected to include:

- (a) Redress Creditors' in respect of their Redress Claims; and
- (b) FOS in respect of their claims for FOS Fees;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Termination Date" means the later of:

- (a) the date falling two years after the date of this Deed Poll; and
- (b) the date on which all Redress Claims and FOS Fees have been finally determined, settled and / or released against the Lenders and the Company under, and in accordance with, the Scheme;

"Website" means <https://scheme.providentpersonalcredit.com>.

1.2 Construction

Unless a contrary indication appears any reference in this Deed to:

- 1.2.1 the **"Company"**, a **"Lender"**, a **"Redress Creditor"**, the **"FOS"**, a **"Beneficiary"** and any other person shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests;
- 1.2.2 **"assets"** includes present and future properties, revenues and rights of every description;

- 1.2.3 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- 1.2.4 a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.5 a provision of law is a reference to that provision as amended or re-enacted from time to time,
- 1.2.6 a time of day is a reference to the time in London, United Kingdom; and
- 1.2.7 Clause headings are for ease of reference only.

2. INDEMNITY

2.1 Indemnity

- 2.1.1 Subject always to sub-Clauses 2.1.2 and 2.6 (*Application of Proceeds*) and Clause 5 (*Limits on Indemnity*), the Company irrevocably and unconditionally agrees as a primary obligation:
 - (a) in favour of each Redress Creditor, to pay to that Redress Creditor all sums from time to time due and payable to it by a Lender in respect of any Redress Liability owing by that Lender to the Redress Creditor. Where any Redress Liability that the Company would otherwise be required to pay under this Deed is instead paid by any Lender after the date of this Deed, then the equivalent obligation of the Company under this clause 2.1.1(a) will be discharged, *pro tanto*, to the extent of such payment; and
 - (b) in favour of the FOS, to pay to the FOS all sums from time to time due and payable to it by a Lender in respect of FOS Fees. Where any FOS Fees that the Company would otherwise be required to pay under this Deed is instead paid by any Lender after the date of this Deed, then the equivalent obligation of the Company under this clause 2.1.1(b) will be discharged, *pro tanto*, to the extent of such payment; and
- 2.1.2 The undertaking by the Company pursuant to sub-Clause 2.1.1 is given on the condition that the payment by the Company of:
 - (a) any Redress Liability to a Redress Creditor will, *pro tanto*, to the extent of such payment, discharge the equivalent obligation of the relevant Lender to pay such Redress Liability to the relevant Redress Creditor; and
 - (b) any FOS Fees to the FOS will, *pro tanto*, to the extent of such payment, discharge the equivalent obligation of the relevant Lender to pay such FOS Fees to the FOS.

2.2 Continuing obligations

The obligations of the Company under the Indemnity are continuing and will extend, subject to Clause 5 (*Limits on Indemnity*), to the ultimate balance of the applicable Relevant Obligations, regardless of any intermediate payment or discharge in whole or in part (save any payment made, or discharge given to the Company, in accordance with the Scheme).

2.3 Reinstatement

2.3.1 Save as provided by Clause 2.3.2, if any discharge, release or arrangement of any Relevant Obligation is made by any Redress Creditor or the FOS (as applicable) in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Company under this Deed will (subject always to Clause 5 (*Limits on Indemnity*)) continue or be reinstated in respect of those Relevant Obligations as if the discharge, release or arrangement had not occurred.

2.3.2 Clause 2.3.1 shall not apply in respect of any discharge, release or arrangement of a Relevant Obligation by a Scheme Creditor in accordance with the Scheme.

2.4 Company Intent

The Company expressly confirms that it intends that the Indemnity shall extend from time to time to any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension or addition of any Relevant Obligation.

2.5 Immediate recourse

The Company waives any right it may have of first requiring the FOS or any Redress Creditor (as applicable) (or any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Company under the Indemnity. This waiver applies irrespective of any law or any provision of any document to the contrary.

2.6 Application of Proceeds – Redress Creditors

2.6.1 All monies received or recovered by a Redress Creditor pursuant to the Indemnity must be applied in discharge of that Redress Creditor's Ascertained Deed Liability as if such monies had been received from the relevant Lender in payment of the Ascertained Deed Liability that such Indemnity claim was attributable to.

2.6.2 In accordance with sub-Clause 2.6.1 above, a Redress Creditor who accepts monies from the Company pursuant to the Indemnity irrevocably and unconditionally agrees to apply such monies in discharge of its Ascertained Deed Liability of the relevant Lender, as if such monies had been received from the relevant Lender in payment of the Ascertained Deed Liability that such Indemnity claim was attributable to.

2.7 Application of Proceeds - FOS

2.7.1 All monies received or recovered by the FOS pursuant to the Indemnity must be applied in discharge of the FOS Fees as if such monies had been received from the relevant Lender in payment of the FOS Fees that such Indemnity claim was attributable to.

2.7.2 In accordance with sub-Clause 2.7.1 above, where the FOS accepts monies from the Company pursuant to the Indemnity, it irrevocably and unconditionally agrees to apply such monies in discharge of the FOS Fees of the relevant Lender, as if such monies had been received from the relevant Lender in payment of the FOS Fees that such Indemnity claim was attributable to.

3. CONTRIBUTION

3.1 If any Lender makes payment of any Relevant Obligation, then the Company irrevocably and unconditionally agrees to pay to that Lender by way of contribution the amount set out in Clause 3.2 below, upon receipt of a written demand (the "**Demand**") from the Lender.

3.2 The amount which the Company is obliged to pay to the relevant Lender under Clause 3.1 is a sum equal to 50% or more (as shall be determined by the Lender) of the amount which the Lender is obliged to pay in respect of the applicable Relevant Obligation to a Redress Creditor or the FOS (as applicable).

3.3 Payments made by the Company pursuant to this Clause 3 shall be made in good time and in accordance with the Payment Instruction accompanying the Demand.

3.4 This Clause 3 is subject to Clause 5 (*Limits on Indemnity*).

4. PAYMENT INSTRUCTION

4.1 Lender to provide a Payment Instruction to the Company

4.1.1 Any Lender who serves a Demand on the Company for a Contribution Payment (a "**Claimant**") shall, at the time of serving such Demand, also provide the Company with a Payment Instruction specifying:

- (a) the Recipient of such Contribution Payment;
- (b) whether the payment is to be made by cheque or electronic bank transfer and, where payments are to be made by way of:
 - (i) electronic bank transfer, the bank account details of the Recipient (the "**Designated Bank Account**"); or
 - (ii) cheque, the address to which the cheque should be sent to (the "**Specified Postal Address**")
- (c) the date by which the Recipient is entitled to receive the Contribution Payment (the "**Payment Deadline**").

- 4.1.2 The Recipient specified in the Payment Instruction shall be:
- (a) the Claimant; or
 - (b) in the case of:
 - (i) a Redress Liability, the Redress Creditor to whom such Redress Liability is owed to; or
 - (ii) a FOS Fee, the FOS.
- 4.1.3 Subject to Clause 4.1.2 above, the Recipient specified in the Payment Instruction shall be nominated by the Claimant at the Claimant's sole discretion.
- 4.1.4 Where the Payment Instruction specifies a Recipient other than the Claimant:
- (a) the Company and the Claimant shall take reasonable steps to inform the Recipient that it has been named as a Recipient; but
 - (b) neither the Company nor the Claimant shall be under any obligation either to seek or to obtain the Recipient's agreement to (i) be named as the Recipient and / or (ii) to receive a Contribution Payment in accordance with this Deed.

4.2 Company to pay Contribution Payment

- 4.2.1 Upon receipt by the Company of:
- (a) a valid Demand; and
 - (b) a Payment Instruction in respect of such Demand in compliance with Clause 4.1 (*Lender to provide a Payment Instruction to the Company*) above,

the Company shall pay the Contribution Payment to the Recipient in accordance with the manner of payment specified in the Payment Instruction in good time and, in any event, in sufficient time to ensure that, where the Contribution Payment is to be made by:

- (c) cheque, a cheque for the Contribution Payment is posted to the Specified Postal Address on or before the Payment Deadline; or
 - (d) electronic bank transfer, the Contribution Payment is paid to the Designated Bank Account on or before the Payment Deadline.
- 4.2.2 The Company shall bear:
- (a) all risk of payment under Clause 4.1.1 above; and
 - (b) any costs incurred respect of such payment.
- 4.2.3 Where the Company pays a Contribution Payment to a Recipient who is not the Claimant:

- (a) the Company shall pay such Contribution Payment to the Recipient on behalf of and as the agent of the Claimant; and
- (b) the Claimant shall treat the Company as having made the Contribution Payment as its agent and on its behalf with the purpose and intention of *pro tanto* discharging the Claimant's liability in respect of the Relevant Obligation that was the subject of the Claimant's Demand.

4.3 **Payment and discharge of liability**

4.3.1 Subject to Clause 4.3.2 below, (i) the payment by the Company of the Contribution Payment to the Designated Bank Account or (ii) the posting of a cheque in the amount of the Contribution Payment from, a bank account which is in credit in an amount equal to or greater than such Contribution Payment shall constitute good discharge and satisfaction of the Company's liability under clause 3 (*Contribution*) of the Deed Poll to make the Contribution Payment to the Claimant, and the Company will have no further liability to the Claimant for such Contribution Payment.

4.3.2 The:

- (a) credit of the Designated Bank Account with the full amount of the Contribution Payment in freely disposable funds (in the case of payments to be made by way of electronic bank transfer); or
- (b) receipt by the Recipient of a cheque in the full amount of the Contribution Payment at the Specified Postal Address,

shall be good discharge and satisfaction of the Company's obligation under Clause 4.2.1 (*Company to pay Contribution Payment*) above, and the Company will have no further liability to the Recipient for such Contribution Payment.

5. **LIMITS ON INDEMNITY**

5.1 **General**

The liability of the Company under any Indemnity claim by:

- 5.1.1 a Redress Creditor will be capped at an amount that is equal to the Redress Creditor's Ascertained Deed Liability; and
- 5.1.2 the FOS will be capped at an amount that is equal to the total FOS Fees.

5.2 **Time limitation**

With effect from the Termination Date and without the requirement for any further action from the Company or any other person:

- 5.2.1 all unvested liabilities and obligations of the Company under this Deed will be irrevocably and unconditionally cancelled and released; and

5.2.2 this Deed shall be of no further force or effect, and the rights, claims, entitlements or interests of the Beneficiaries under this Deed shall cease with immediate effect.

6. **BENEFIT OF DEED**

6.1 **Deed poll**

This Deed is executed as, and shall and is intended to take effect as, a deed poll on the part of the Company for the benefit of the Beneficiaries from time to time.

6.2 **Benefit**

This Deed shall enure to the benefit of each Beneficiary and its successors, each of which shall be entitled severally to enforce this Deed against the Company.

6.3 **Right to enforce Contribution Payment**

Any person named, in a Payment Instruction, as the Recipient of a particular Contribution Payment may enforce the Company's obligation to make such Contribution Payment under, and in accordance with, Clause 4.2 (*Company to pay Contribution Payment*) above.

6.4 **No Assignment**

6.4.1 The Company shall not be entitled to assign or transfer all or any of its rights, benefits and obligations hereunder.

6.4.2 The rights, interests, benefits and entitlements of each Beneficiary (other than the FOS) under this Deed Poll are irrevocably and unconditionally linked to that Beneficiary's rights, interests, benefits, entitlements and obligations in respect of the Loan Agreements.

6.4.3 Where a Beneficiary (other than the FOS) (the "**Transferor**") assigns, novates or otherwise transfers some or all of its rights, interests, benefits or entitlements (the "**Transferred Interests**") under, and in accordance with, a Loan Agreement (including any associated Redress Claim) to another person (the "**Transferee**"), the Transferor shall cease to be a Beneficiary in respect of the Transferred Interests, and the Transferee shall become a Beneficiary in respect of the Transferred Interests.

6.4.4 The rights, interests, benefits and entitlements of the FOS under this Deed Poll are irrevocably and unconditionally linked to the FOS' right to receive payment in respect of the FOS Fees from the Lenders under, and in accordance with DISP and FEES.

6.4.5 Where the FOS assigns, novates or otherwise transfers some or all of its rights to receive payment in respect of the FOS Fees (the "**FOS Transferred Interests**") to another person (the "**FOS Transferee**"), the FOS shall cease to be a Beneficiary in respect of the FOS Transferred Interests, and the FOS Transferee shall become a Beneficiary in respect of the FOS Transferred Interests.

6.4.6 Subject to sub-Clauses 6.4.3 and 6.4.5 above, no Beneficiary shall be entitled to assign, transfer, declare a trust over, or create any Security in favour of any other person over, all or any of its rights and benefits hereunder.

6.5 **Purported disclaimer**

For the avoidance of doubt, the Lender's rights of contribution under Clauses 3 (*Contribution*) and 4 (*Payment Instruction*) of this Deed shall survive any purported disclaimer of any provision of this Deed by a Beneficiary.

7. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

8. **NOTICES**

8.1 **Address for notices**

All notices, demands and other communications to the Company hereunder shall be made in writing (by letter or email) and shall be sent to the Company at:

Attention: The Company Secretary, Provident SPV Limited

Address: No.1 Godwin Street, Bradford, West Yorkshire, United Kingdom, BD1 2SU

E-mail: LegalFinancialServices@provident.com

or to such other address, email address or for the attention of such other person or department as the Company shall notify to the Beneficiaries by publication on the Website.

8.2 **Effectiveness**

Every notice, demand or other communication sent in accordance with Clause 8.1 (*Address for notices*) shall be effective upon receipt by the Company, provided that any such notice, demand or other communication which would otherwise take effect:

8.2.1 on a day which is not a Business Day; or

8.2.2 before 9.00 a.m. or after 4.00 p.m. (London time) on a Business Day,

shall not take effect until 9.00 a.m. (London time) on the immediately succeeding Business Day.

9. ACCOUNTS AND CERTIFICATES

9.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by any Lender are *prima facie* evidence of the matters to which they relate.

9.2 Certificates and determination

Any certification or determination by any Lender of a rate or amount under this Deed, is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

10.2 English courts

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) or the consequences of its nullity.

10.3 Service of process

The Company agrees that the documents which start any Dispute and any other documents required to be served in relation to those Dispute may be served on it by being delivered to the Company at its registered office. Nothing in this Clause 10.3 will affect the right of any Beneficiary to serve process in any other manner permitted by law.

IN WITNESS whereof this Deed has been executed by the Company and is intended to be, and is hereby, delivered on the date first before written.

**SCHEDULE 1
FORM OF PAYMENT INSTRUCTION**

To: Provident SPV Limited (the "**Company**")

Copy: [●] (the "**Recipient**")

From: [Insert Lender here] (the "**Claimant**" or "**we**").

Date: [●]

Dear Sir / Madam

Deed poll dated ____ March 2021 (the "Deed Poll") issued by Provident SPV Limited in favour of, amongst others, Provident Personal Credit Limited, Greenwood Personal Credit Limited and each of the Redress Creditors

1. We refer to the Deed Poll
2. Unless otherwise defined, capitalised terms used in this payment instruction have the meaning given to them in the Deed Poll.
3. This is a Payment Instruction.
4. We are required to pay an amount of [●] to [●]. In accordance with clauses 3 (*Contribution*) of the Deed Poll and 4 (*Payment Instruction*) of the Agreement, we hereby demand that you pay [●] (the "**Contribution Payment**") to the Recipient [*by way of electronic bank transfer to the Designated Bank Account / by way of cheque to be sent to the Specified Postal Address*] set out at paragraph 5 below, such payment to [*be received in freely disposable funds / posted*] by no later than the Payment Deadline.
5. [*The Designated Bank Account is: [insert bank account details] / The Specified Postal Address is [insert postal address]*]
6. The Payment Deadline is [●].
7. This Payment Instruction and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours sincerely

[*Lender's name*]

SIGNATURE TO THE DEED POLL

Executed as a deed by Provident SPV Limited:

Signature of Director: _____



Name of Director: Malcolm Le May

Signature of Director: _____



Name of Director: Hamish Paton