

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

**DEED OF AMENDMENT TO THE DEED OF
CONTRIBUTION AND INDEMNITY**

THIS DEED OF AMENDMENT is made on 8 July 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 in the Deed Poll); 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) This Deed of Amendment amends the Deed Poll (as defined below) to correct a manifest error in the Deed Poll's definition of "Loan Agreement".
- (B) The Deed Poll was issued by the Company to enable it to propose a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 to provide, amongst other things, compensation to Redress Creditors and the FOS in respect of certain of their claims against PPC and Greenwood (together, the "**Lenders**"). The Scheme (as defined in the Deed Poll) was intended to cover Redress Claims and FOS Fees (each as defined in the Deed Poll) in relation to loans issued by the Lenders between 1 April 2007 and 17 December 2020 (inclusive).
- (C) The definition of "Loan Agreement" in the Deed Poll incorrectly referred to consumer credit agreements dated between 1 April 2007 and 17 December 2021 (inclusive). The purpose of this Deed of Amendment is to amend the Deed Poll to correct this error, and amend the definition of "Loan Agreement" such that it refers to consumer credit agreements dated between 1 April 2007 and 17 December 2020 (inclusive).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions and incorporation of defined terms

- 1.1.1 In this Deed, "**Deed Poll**" means the deed of contribution and indemnity dated 10 December 2020 issued by the Company in favour of the Financiers, the Bond Obligors and the Senior Facilities Obligors
- 1.1.2 Unless a contrary indication appears, a term defined in the Deed Poll has the same meaning in this Deed of Amendment.
- 1.1.3 The principles of construction set out in the Deed Poll shall have effect as if set out in this Deed of Amendment.

1.2 Clauses

In this Deed of Amendment any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause in or a Schedule to this Deed of Amendment.

2. AMENDMENT

With effect from the date of this Deed of Amendment, the definition of "Loan Agreement" in clause 1.1 (*Definitions*) of the Deed Poll shall be amended so that it reads as follows:

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

3. GOVERNING LAW AND JURISDICTION

3.1 Governing law

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

3.2 English courts

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

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

**Executed as a deed by PROVIDENT SPV LIMITED acting by a director
in the presence of:**

Signature of Director:


Malcolm HE MAY

Name of Director:

Signature of witness:

C BLEACH

Name of witness:

CLAIRE BLEACH

Address of witness:

28TH FLOOR, 20
FENCHURCH STREET
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