

RELEASE AGREEMENT

This Release Agreement is made on the Effective Date, and is made between:

- (1) THE SCHEME CREDITORS, as defined in the Scheme and each acting by its agents and attorneys as appointed pursuant to the Scheme;
- (2) MORSES CLUB, as defined in the Scheme; and
- (3) SCHEMECO, as defined in the Scheme,

(together the "**Parties**").

WHEREAS:

- (A) SchemeCo has entered into a deed poll dated 12 December 2022 (as amended from time to time) creating Liabilities to the Scheme Creditors in respect of certain Liabilities also owed to them by Morses Club;
- (B) SchemeCo has proposed the Scheme which the Court has approved; and
- (C) The Scheme Creditors will therefore be able to submit a claim under the Scheme in respect of certain liabilities originally owed to them by Morses Club.

IT IS AGREED as follows:

1. DEFINITIONS

All defined terms which are not otherwise defined in this Release Agreement have the same meaning they have in the scheme of arrangement between SchemeCo and the Scheme Creditors pursuant to Part 26 of the Companies Act 2006 (the "**Scheme**").

2. RELEASES AND WAIVERS

- 2.1 In consideration of each Scheme Creditor's right to submit a claim under the Scheme in respect of any Scheme Liability owed to them by Morses Club (as well as SchemeCo), on the date that the Compensation Fund Payment has been paid in full into the Trust Account, each Scheme Creditor (whether or not they have submitted a Scheme Claim or have an Ascertained Scheme Claim) shall fully, irrevocably release:
 - (a) Morses Club to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, Liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against Morses Club under or in connection with or arising out of any Scheme Liability; and
 - (b) SchemeCo to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, Liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme

Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against SchemeCo under or in connection with or arising out of any Scheme Liability, except to the extent that such Scheme Liabilities are or become Ascertained Scheme Claims in accordance with the Scheme; and

- (c) the directors, employees and legal and financial advisers of Morses Club and SchemeCo, to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, Liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against the directors, employees and legal and financial advisers of Morses Club and SchemeCo under or in connection with or arising out of such directors', employees' and legal and financial advisers' participation in the formulation, negotiation, preparation, promotion, the entry into and/or the implementation of the Scheme;

2.2 The release in Clause 2.1 does not apply to:

- (a) any obligations under the Implementation and Funding Agreement; or
- (b) any Liability incurred by Morses Club or SchemeCo after the Effective Date, but only to the extent that such Liability arises directly from the conduct of Morses Club or SchemeCo following the Effective Date.

2.3 On the date of payment of an Ascertained Scheme Claim (or part thereof) in accordance with Part 4 of the Scheme, each Scheme Creditor with an Ascertained Scheme Claim shall fully and irrevocably release:

- (a) SchemeCo to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, Liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against SchemeCo under or in connection with or arising out of any Scheme Liability; and
- (b) the persons listed in Schedule 1 to the fullest extent permissible by applicable law from (and fully, irrevocably and unconditionally waive) any and all claims, actions, debts, losses, Liabilities, demands and proceedings whatsoever, whether existing, prospective or contingent, known or unknown, which any of the Scheme Creditors has or, but for this Release Agreement, may in the future have, in any capacity whatsoever against those persons listed in Schedule 1 under or in connection with or arising out of any Scheme Liability in respect of a Purchased Loan (the "**Purchased Loan Liability**") solely to the extent that Morses Club has a corresponding Liability to such persons in respect of such Purchased Loan Liability.

2.4 From the date that the releases in:

- (a) Clause 2.1 take effect,

- (i) Scheme Creditors are not permitted to commence or continue any Proceedings against Morses Club, in any jurisdiction, in respect of a Scheme Liability, Scheme Claim, Scheme Creditor Payment, or otherwise in connection with the Scheme;
 - (ii) Scheme Creditors are not permitted to commence or continue any Proceedings against the directors, employees and legal and financial advisers of Morses Club and SchemeCo, in any jurisdiction, in respect of such directors', employees' and legal and financial advisers' participation in the formulation, negotiation, preparation, promotion, the entry into and/or the implementation of the Scheme; and
 - (b) Clause 2.3 take effect:
 - (i) Scheme Creditors are not permitted to commence or continue any Proceedings against SchemeCo in any jurisdiction, in respect of a Scheme Liability, Scheme Claim, Scheme Creditor Payment, or otherwise in connection with the Scheme; and
 - (ii) Scheme Creditors are not permitted to commence or continue any Proceedings against the persons listed in Schedule 1 in any jurisdiction, in respect of a Purchased Loan Liability solely to the extent that Morses Club has a corresponding Liability to such persons in respect of such Purchased Loan Liability.
- 2.5 Subject to the operation of Clause 3.2 of the Scheme (which for the avoidance of doubt, expressly binds all Scheme Creditors) and the effect of this Release Agreement, the Scheme Creditors do not, because of the Scheme, waive their rights to raise any defences (in particular, of equitable set-off) which they had a right to raise against any person (other than SchemeCo, Morses Club or a Debt Purchaser). Such defences shall apply to any claim brought against any person (other than SchemeCo, Morses Club or a Debt Purchaser) in the same way as they would have applied to such claim prior to the date of this Release Agreement.
- 2.6 The releases and waivers in this Clause 2 shall not apply to any Liability in respect of fraud, wilful misconduct, gross negligence, or dishonesty by any Releasee (as defined at Clause 3.3).
- 3. EXECUTION, COUNTERPARTS AND AMENDMENT**
- 3.1 This Release Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.
- 3.2 This Release Agreement may not be amended, varied or modified nor any provision waived except with prior written consent of each Party to this Release Agreement provided that any amendment which adversely affects the rights of a person who is a beneficiary of a release or waiver hereunder but is not a Party hereto may not be made without that person's prior written consent.

- 3.3 If any release or waiver given by a Party hereto (the "**Releasor**") in favour of another Party hereto or other beneficiary hereunder (the "**Releasee**") is found by a court of competent jurisdiction to be unenforceable (an "**Unenforceable Release**"), the Releasor agrees that it shall not (and shall not instruct, encourage or support any other person to) bring or join any action, claim or suit or other proceedings of any kind against the Releasee in relation to or arising out of any matter or thing which was the subject of such Unenforceable Release.

4. **INVALIDITY**

Each of the provisions of this Release Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

5. **THIRD PARTY ENFORCEMENT RIGHTS**

- 5.1 The specified third-party beneficiaries of the releases, waivers, undertakings and/or commitments referred to in Clause 2 shall, in each case, have the right to enforce the relevant terms by reason of the Contracts (Rights of Third Parties) Act 1999. The rights of any such third-party beneficiary are subject to the other terms and conditions of this Release Agreement.
- 5.2 Except as provided in Clause 5.1, any person who is not a Party to this Release Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6. **GOVERNING LAW AND JURISDICTION**

- 6.1 This Release Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 6.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute including a dispute relating to the non-contractual obligations arising out of or in connection with this Release Agreement.
- 6.3 The courts of England and Wales are the most appropriate and convenient courts to settle any dispute in connection with this Release Agreement. Each of the Parties irrevocably waives any right that it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.
- 6.4 References in Clause 6.2 and Clause 6.3 to a dispute in connection with this Release Agreement include any dispute as to the existence, validity or termination of this Release Agreement.

SIGNED by:

SCHEMECO for and behalf of **THE SCHEME CREDITORS**

Name: CSO

Title: DIRECTOR

MORSES CLUB, acting by GARY MARSHALL, a director

Name: CSO

Title: DIRECTOR

SCHEMECO, acting by GARY MARSHALL, a director

Name: CSO

Title: DIRECTOR