

Dated 12 February 2020

**ALLIA SOCIAL IMPACT INVESTMENTS LIMITED**  
(as Issuer)

and

**WRIGLEYS TRUSTEES LIMITED**  
(as Bond Trustee)

**KING'S SCHOOL BOND ISSUE 1 2020**  
**TRUST DEED**

constituting

Up to £2,250,000 Limited Recourse Bonds due 2027  
with an issue date on or around 5 February 2020

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This Trust Deed is made on 12 February 2020 **between:**

- (1) **ALLIA SOCIAL IMPACT INVESTMENTS LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014, whose registered number is 32151R and whose registered office is situated at Future Business Centre, King's Hedges Road, Cambridge, CB4 2HY (the "**Issuer**"); and
- (2) **WRIGLEYS TRUSTEES LIMITED** as bond trustee, whose registered number is 06657231 and whose principal office is at 19 Cookridge Street, Leeds, West Yorkshire LS2 3AG (the "**Bond Trustee**").

**Whereas:**

- (A) The Issuer proposes to issue up to an aggregate of £2,250,000:
  - (i) 3 per cent. Interest Limited Recourse Bonds ("**3% Bonds**"); and
  - (ii) 4 per cent. Interest Limited Recourse Bonds ("**4% Bonds**"),in each case due 2027 and secured as set out in this Deed of Charge and to be constituted by this Trust Deed on or around the date of this Trust Deed (together, the "**Bonds**").
- (B) The Bond Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

**This Trust Deed witnesses and it is declared** as follows:

## **1 Definitions and Interpretation**

**1.1 Definitions:** Terms defined in the Conditions (as defined below) have the same meanings in this Trust Deed except where otherwise defined in this Trust Deed. In addition:

"**Affiliate**" means, in respect of a company, a Subsidiary or a Holding Company of such company or any other Subsidiary of such Holding Company (as each such term is defined in Section 1159 of the Companies Act 2006);

"**Applicant**" means a potential investor in the Bonds that has paid the relevant subscription amount to the Issuer;

"**Basic Terms Modification**" has the meaning given to it in Condition 11 (*Meetings of Bondholders, Modification, Waiver and Substitution*);

"**Bondholder**" has the meaning given to it in the Conditions;

"**Bonds**" has the meaning given to it in Recital to this Trust Deed, above;

"**Borrower**" means The King's School, Gloucester a charitable company limited by guarantee registered in England and Wales, with company number 03834841 and registered charity number 1080641, whose registered office is at Pitt Street, Gloucester, GL1 2BG;

"**Certificate**" has the meaning given to it in Clause 3.1 (*Form, denomination and title of the Bonds*);

"**Conditions**" means the terms and conditions set out in Schedule 2 (*Terms and Conditions of the Bonds*) as from time to time modified in accordance with this Trust Deed and any reference to a particularly numbered Condition shall be construed accordingly;

"**Contractual Currency**" means, in relation to any payment obligation arising under any transaction, the currency in which that payment obligation is expressed and, in relation to

Clause 7 (*Indemnification of the Bond Trustee*), pounds sterling or such other currency as may be agreed between the Issuer and the Bond Trustee from time to time;

**“Deed of Charge”** means the deed so named dated the date hereof between the Issuer, the Bond Trustee and the Security Trustee;

**“EU Insolvency Regulation”** means Council Regulation (EC) No. 1346/2000 of 29 May 2000;

**“Event of Default”** has the meaning given to it in Condition 8 (*Events of Default*);

**“Extraordinary Resolution”** has the meaning set out in Schedule 3 (*Provisions for Meetings of Bondholders*);

**“FSMA”** means the Financial Services and Markets Act 2000;

**“Interest Payment Date”** means each anniversary of the Issue Date up to and including the Repayment Date;

**“Interest Period”** means the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and each subsequent period from (and including) an Interest Payment Date to (but excluding) the next successive Interest Payment Date;

**“Issue Date”** means the date on or around the date of this Trust Deed, or such other date notified in writing by the Issuer to each Applicant;

**“Loan”** means the loans granted by the Issuer to the Borrower pursuant to the Master Facility Agreement on the terms set out in the drawdown notices and confirmations dated on or around the date of this Trust Deed, designating the loans as the “King's Loan 1”;

**“Loan Proceeds”** means all monies received from or on behalf of the Borrower under the terms of the Loan;

**“Master Facility Agreement”** means the master facility agreement entered into on or around 16 December 2019 between the Issuer and the Borrower (as amended from time to time);

**“outstanding”** means, in relation to the Bonds, all the Bonds issued except (a) those which have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption in full has occurred and the redemption moneys (including all interest accrued on such Bonds) have been duly paid to the Bond Trustee as provided in Clause 2 (*Amount of the Bonds and Covenant to Pay*) and remain available for payment against presentation and surrender of Bonds (c) those which have become void or in respect of which claims have become prescribed, (d) those mutilated or defaced Bonds which have been surrendered in exchange for replacement Bonds, (e) (for the purpose only of determining how many Bonds are outstanding and without prejudice to their status for any other purpose) those Bonds alleged to have been lost, stolen or destroyed and in respect of which replacement Bonds have been issued, provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Bondholders, (2) the determination of how many Bonds are outstanding for the purposes of Condition 8 (*Events of Default*) and Condition 11 (*Meetings of Bondholders, Modification, Waiver and Substitution*) and Schedule 3 (*Provisions for Meetings of Bondholders*), (3) the exercise of any discretion, power or authority which the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Bondholders and (4) the certification (where relevant) by the Bond Trustee as to whether a Potential Event of Default is in its opinion materially prejudicial to the interests of the Bondholders, those Bonds which are beneficially held by or on behalf of the Issuer or any of the Issuer's subsidiaries shall (unless no longer so held) be deemed not to remain outstanding;

“**Party**” means a party to this Trust Deed;

“**Post-Enforcement Priority of Payments**” has the meaning given to it in the Deed of Charge;

“**Potential Event of Default**” means an event or circumstance which could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 8 (*Events of Default*) become an Event of Default;

“**Pre-Enforcement Priority of Payments**” has the meaning given to it in the Deed of Charge;

“**Principal Amount Outstanding**” means, in respect of a Bond, the principal amount outstanding of the relevant Bond. The amount recorded in the Register as being the principal amount outstanding under the relevant Bond shall, in the absence of manifest error, be definitive as to the principal amount outstanding on such Bond;

“**Priority of Payments**” means the Pre-Enforcement Priority of Payment or the Post-Enforcement Priority of Payments as the case may be;

“**Rate of Interest**” has the meaning given to it in Condition 4;

“**Register**” has the meaning given to it in Clause 6.14 (*Register*);

“**Register Servicer**” means the Issuer as the register servicer appointed by the Registrar under the Registrar Agreement;

“**Registrar**” means Wrigleys Solicitors LLP;

“**Registrar Agreement**” means the registrar agreement entered into by the Issuer and the Registrar on or about the date of this Trust Deed;

“**Repayment Date**” means the seventh anniversary of the Issue Date;

“**Secured Creditors**” has the meaning given to it in the Deed of Charge;

“**Secured Property**” has the meaning given to it in the Deed of Charge;

“**Security**” has the meaning given to it in the Deed of Charge;

“**Security Power of Attorney**” has the meaning given to it in the Deed of Charge;

“**Security Trustee**” means Wrigleys Trustees Limited in its capacity as security trustee under the Deed of Charge;

“**Series**” means the series of a Bond as stated on the relevant Certificate and recorded in the Register, being, as applicable:

- (i) the 3% Bonds; or
- (ii) the 4% Bonds,

and the Register shall be conclusive as to the Series of a Bond;

“**Specified Denomination**” has the meaning given to it in Clause 3.2 (*Denomination*);

“**Substituted Obligor**” has the meaning given to it in Clause 11.3.1 (*Power of Bond Trustee to Agree to Substitution*);

“**Transaction Documents**” means the Loan, the Master Facility Agreement, the Deed of Charge, the Registrar Agreement, this Trust Deed and the Security Power of Attorney;

**“trust corporation”** means a trust corporation (as defined in the Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees; and

**1.2 Interpretation:** In this Trust Deed, except to the extent that the context requires otherwise:

**1.2.1** references to:

- (i) this Trust Deed:
  - (a) are to this Trust Deed (as from time to time altered in accordance with this Trust Deed) and any other document executed in accordance with this Trust Deed (as from time to time so altered) and expressed to be supplemental to this Trust Deed; and
  - (b) include its Schedules and references to paragraphs, Clauses, Recitals, or Schedules are (unless specified otherwise) references to such provisions of this Trust Deed;
- (ii) an agreement, deed, instrument, licence, code or other document (including this Trust Deed), or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated;
- (iii) any party to any Transaction Document include its successors in title, permitted assigns and permitted transferees;
- (iv) “Bonds” are to the Bonds for the time being outstanding and include any replacement Bonds issued pursuant to the Conditions;
- (v) fees, costs, charges or expenses include any value added, turnover or similar tax charged in respect thereof;
- (vi) an action, remedy or method of judicial proceedings for the enforcement of creditors’ rights include references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto;
- (vii) a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated;
- (viii) a “judgment” include any order, injunction, determination, award or other judicial or arbitral measure in any jurisdiction;
- (ix) a “person” include any company, partnership or unincorporated association (whether or not having separate legal personality);
- (x) a “company” include any company, corporation or any body corporate, wherever incorporated;
- (xi) “assets” include present and future properties, revenues and rights of every description;
- (xii) “indebtedness” include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent; and

- (xiii) a “regulation” include 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 regulatory, self-regulatory or other authority or organisation.

- 1.2.2 use of the singular shall include the plural and vice versa;
- 1.2.3 headings are for ease of reference only and shall be ignored in interpreting this Trust Deed;
- 1.2.4 all notices to be given by any Party and all other communications and documentation which are in any way relevant to this Trust Deed or the performance or termination of this Trust Deed shall be in the English language;
- 1.2.5 the words “include” and “including” are to be construed without limitation; and
- 1.2.6 time shall be of the essence of this Trust Deed.

## **2 Amount of the Bonds and Covenant to Pay**

- 2.1 **Aggregate Maximum Amount of the Bonds:** The aggregate principal amount of the Bonds is limited to £2,250,000.
- 2.2 **Covenant to Pay:** The Issuer shall, on any date when any Bonds become due to be redeemed, unconditionally pay to or to the order of the Bond Trustee in the currency in which such Bonds are denominated in same day funds the principal amount of the Bonds becoming due for redemption on that date together with any interest due, provided that a payment made after the due date or pursuant to Condition 8 (*Events of Default*) will be deemed to have been made when the full amount due has been received by the Bond Trustee and notice to that effect has been given to the Bondholders (if required under Clause 6.8 (*Notice of Late Payment*)), except to the extent that there is failure in its subsequent payment to the relevant Bondholders under the Conditions. The Bond Trustee shall hold the benefit of this covenant on trust for the Bondholders.
- 2.3 **Discharge:** Subject to Clause 2.4 (*Payment after a Default*), any payment to be made in respect of the Bonds by the Issuer or the Bond Trustee may be made as provided in the Conditions and any payment so made will (subject to Clause 2.4 (*Payment after a Default*)) to that extent be a good discharge to the Issuer or the Bond Trustee, as the case may be.
- 2.4 **Payment after a Default:** At any time after an Event of Default or a Potential Event of Default has occurred the Bond Trustee may by notice in writing to the Issuer require the Issuer, until notified by the Bond Trustee to the contrary, so far as permitted by applicable law:
  - 2.4.1 to hold all Bonds and all moneys, documents and records held by them in respect of Bonds to the order of the Bond Trustee or to procure that all Bonds and such moneys, documents and records are so held; or
  - 2.4.2 to deliver all Bonds and all moneys, documents and records held by them in respect of the Bonds to the Bond Trustee or as the Bond Trustee directs in such notice or to procure that all Bonds and such moneys, documents and records are so delivered.

## **3 Form, Denomination and Title of the Bonds**

- 3.1 **Registered Bonds:** The Bonds will be in registered form. The Issuer shall issue to each Bondholder a certificate or certificates, as applicable, substantially in the form set out in

Schedule 1 (*Form of Certificate*) (each, a “**Certificate**”) which evidence(s) such Bondholder’s entitlement to (1) the total nominal amount of the relevant Series of Bonds, as applicable, held by such Bondholder; and (2) the combination of the Specified Denominations in which the aggregate of the entire holding of such Bondholder is held. A Bondholder may hold any combination of Series of Bonds, but each certificate shall be in respect of a particular Series only. Each Certificate shall be endorsed with the Conditions.

**3.2 Denomination:** The Bonds shall have denominations of £100 and integral multiples thereof (the “**Specified Denomination**”).

**3.3 Title:** Title to the Bonds shall pass by registration in the Register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Registrar Agreement. The holder of any Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder. “**Holder**” or “**holder**” means the person in whose name a Bond is registered in the Register (or, in the case of a Bond registered in the name of more than one person, the first named person in the Register) and “**Bondholder**” means a holder of a Bond.

### 3.4

**3.4.1 Transfer of Bonds:** One or more Bonds may be transferred upon the surrender (at the specified office of the Register Servicer (if an Event of Default has not occurred and is not continuing) and at the specified office of the Registrar (if an Event of Default has occurred and is continuing)) of the Certificate representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate, duly completed and executed and any other evidence as the Issuer may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. However, a Bond may not be transferred unless (i) the principal amount of Bonds proposed to be transferred; (ii) the principal amount of the balance of Bonds proposed to be retained by the relevant transferor are, in each case, denominated in the relevant Specified Denomination and (iii) in respect of any transfer which is chargeable to UK stamp duty, the Issuer has received a duly stamped form of transfer.

**3.4.2 Delivery of New Certificates:** Each new Certificate to be issued pursuant to Clause 3.4.1 (*Transfer of Bonds*) shall be available for delivery within three business days of receipt of the form of transfer and surrender of the Certificate. Delivery of the new Certificate(s) shall be made at the specified office of the Register Servicer (if an Event of Default has not occurred and is not continuing) or to the Registrar (if an Event of Default has occurred and is continuing) or, as specified in the relevant form of transfer, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Issuer the costs of such other method of delivery and/or such insurance as it may specify. In this Clause 3.4.2, “business day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Issuer.

**3.5 Signature:** Each Certificate will be signed manually or in facsimile by an authorised signatory of the Issuer. The Issuer may use the facsimile signature of a person who at the date of this Trust



Deed is such an authorised signatory even if at the time of issue of any such Certificate he or she no longer holds that office. No Certificate shall be binding and valid unless and until so executed, subject to the records being made by the Issuer on the Register.

#### **4 Stamp Duties and Taxes**

The Issuer shall pay any stamp, issue, documentary or other similar taxes and duties, including interest and penalties, payable in the United Kingdom in respect of the creation, issue and offering of the Bonds and the execution or delivery of this Trust Deed. The Issuer will also indemnify the Bond Trustee and the Bondholders on an after tax basis from and against all stamp, issue, documentary or other similar taxes paid by any of them in any jurisdiction in connection with any action taken by or on behalf of the Bond Trustee or the Bondholders to enforce the Issuer's obligations under this Trust Deed and the Bonds.

#### **5 Application of Moneys Received by the Bond Trustee**

**5.1 Declaration of Trust:** All moneys received by the Bond Trustee in respect of the Bonds or amounts payable under this Trust Deed will, despite any appropriation of all or part of them by the Issuer, be held by the Bond Trustee on trust to apply them (subject to Clause 5.2 (*Accumulation*)):

5.1.1 *firstly*, in payment or satisfaction, of the costs, charges, expenses and liabilities due and payable to the Bond Trustee under this Trust Deed;

5.1.2 *secondly*, in the order set out in the applicable Priority of Payments; and

5.1.3 *thirdly*, subject to all obligations owed to the Bondholders having been discharged in full, in payment of any excess to the Issuer absolutely.

If the Bond Trustee holds any moneys in respect of Bonds which have become void, the Bond Trustee will hold them on these trusts.

**5.2 Accumulation:** If the amount of the moneys at any time available for payment in respect of the Bonds under Clause 5.1 (*Declaration of Trust*) is less than 10 per cent. of the Principal Amount Outstanding of the Bonds, the Bond Trustee may, at its discretion, invest such moneys in accordance with Clause 5.3 (*Investment*). The Bond Trustee may retain such investments and accumulate the resulting income until the investments and the accumulations, together with any other funds for the time being under its control and available for such payment, amount to at least 10 per cent. of the Principal Amount Outstanding of the Bonds and then such investments, accumulations and funds (after deduction of, or provision for, any applicable taxes) will be applied as specified in Clause 5.1 (*Declaration of Trust*).

**5.3 Investment:** Subject to applicable law and regulation, moneys held by the Bond Trustee under the trusts of this Trust Deed may be invested in its name or under its control in any investments or other assets anywhere whether or not they produce income or deposited in its name or under its control at such bank or other financial institution in such currency as the Bond Trustee may, in its absolute discretion, think fit. The Bond Trustee may at any time vary or transpose any such investments or assets or convert any moneys so deposited into any other currency and will not be responsible for any resulting loss, whether by depreciation in value, change in exchange rates or otherwise. If a bank or institution with which any monies placed on deposit in accordance with this Clause is the Bond Trustee or an Affiliate of the Bond Trustee, the Bond Trustee need only account for an amount of interest equal to the standard amount of interest payable by it on such a deposit to an independent customer.

## 6 Covenants

So long as any Bond is outstanding, the Issuer shall:

- 6.1 **Books of Account:** keep proper books of account and, at any time after an Event of Default or Potential Event of Default has occurred or if the Bond Trustee reasonably believes that such an event has occurred, so far as permitted by applicable law, allow the Bond Trustee and anyone appointed by it access to its books of account at all reasonable times during normal business hours;
- 6.2 **Notice of Events of Default:** notify the Bond Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default;
- 6.3 **Information:** so far as permitted by applicable law, give the Bond Trustee such information as it reasonably requires to perform its functions;
- 6.4 **Financial Statements etc.:** send to the Bond Trustee at the time of their issue and in the case of annual financial statements in any event within 180 days of the end of each financial year two copies in English of every balance sheet, profit and loss account, report or other notice, statement or circular issued, or which legally or contractually should be issued, to the members or creditors (or any classes of them) of the Issuer generally in their capacity as such;
- 6.5 **Certificate from the Issuer:** send to the Bond Trustee, within 14 days of the annual audited consolidated balance sheet and profit and loss account of the Issuer being made available to its members and also within 14 days of any request by the Bond Trustee a certificate of the Issuer signed by any two of its directors that, having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer as at a date (the “**Certification Date**”) not more than five days before the date of the certificate, no Event of Default or Potential Event of Default had occurred since the Certification Date of the last such certificate or (if none) the date of this Trust Deed or, if such an event had occurred, giving details of it;
- 6.6 **Notices to Bondholders:** send to the Bond Trustee the form of each notice to be given to Bondholders and, once given, two copies of each such notice, such notice to be in a form approved by the Bond Trustee (such approval, unless so expressed, not to constitute approval for the purposes of Section 21 of the FSMA of any such notice which is a communication within the meaning of Section 21 of the FSMA);
- 6.7 **Further Acts:** so far as permitted by applicable law, do such further things as may be necessary in the opinion of the Bond Trustee to give effect to this Trust Deed;
- 6.8 **Notice of Late Payment:** forthwith upon request by the Bond Trustee give notice to the Bondholders of any unconditional payment to the Bond Trustee of any sum due in respect of the Bonds made after the due date for such payment;
- 6.9 **Notice of Redemption:** in respect of any Bond, give notice of not less than the number of day’s notice specified in the Conditions to the Bond Trustee of any proposed redemption by it pursuant to the Conditions;
- 6.10 **Compliance with Other Transaction Documents:** comply, and use its reasonable endeavours to procure that each of the other parties thereto other than the Bond Trustee complies, with its respective obligations under each of the Transaction Documents to which the Issuer is a party, not make any amendments to such documents without the prior written consent of the Bond Trustee and use its reasonable endeavours to make such amendments to any such documents as may be required by the Bond Trustee;

- 6.11 Taxes:** at all times use its best efforts to minimise taxes and any other costs arising in connection with its activities;
- 6.12 Conditions Binding:** comply with all provisions of this Trust Deed. The Conditions will be binding on the Issuer and the Bondholders. The Bond Trustee will be entitled to enforce the obligations of the Issuer under the Bonds and the Conditions;
- 6.13 Centre of Main Interests:** conduct its business and affairs such that, at all times, (i) its “centre of main interests”, as that term is used in Article 3(1) of the EU Insolvency Regulation, is in England and Wales and (ii) it has no “establishment”, as that term is used in Article 2(h) of the EU Insolvency Regulation, or branch office other than in England and Wales;
- 6.14 Register:** procure that the Registrar shall keep and maintain a register of owners of the Bonds (the “**Register**”) at all times and in particular:
- 6.14.1** maintain a full and complete record of all Bonds and of their redemption, payment, exchange or cancellation (as the case may be) and of all replacement Certificates issued in substitution for any lost, stolen, mutilated, defaced or destroyed Certificates;
  - 6.14.2** ensure that (i) all Bonds which have been redeemed in full, or (ii) all Certificates which, being mutilated or defaced, have been surrendered and replaced pursuant to this Trust Deed and the Conditions, shall forthwith be cancelled and a certificate stating (A) the aggregate principal amount paid in respect of the Certificates which have been redeemed in full; and (B) the serial numbers of such Certificates; and (C) the aggregate principal amounts of Certificates which have been so surrendered and replaced shall be given to the Bond Trustee on request by the Bond Trustee as soon as possible and in any event within four months after the date of such request; and
  - 6.14.3** make such records available for inspection at all reasonable times by the Bond Trustee;
- 6.15 Register Servicer:** fulfil its obligation as Register Servicer under the Registrar Agreement promptly; and
- 6.16 Bonds held by the Issuer etc.:** send to the Bond Trustee promptly after being so requested by the Bond Trustee a certificate signed by any two directors of the Issuer stating the number of Bonds held at the date of such certificate by or on behalf of the Issuer or any of the Issuer’s subsidiaries.

## **7 Indemnification of the Bond Trustee**

- 7.1 Expenses:** The Issuer will on demand by the Bond Trustee pay or discharge all costs, charges, liabilities and expenses properly incurred by the Bond Trustee in the performance of its functions under this Trust Deed including, but not limited to, legal and travelling expenses and any stamp, documentary or other taxes or duties paid by the Bond Trustee in connection with any legal proceedings reasonably brought or contemplated by the Bond Trustee against the Issuer to enforce any provision of this Trust Deed or the Bonds.
- 7.2 Indemnity:** Subject to Clause 9 (*Bond Trustee Liable for Negligence*), the Issuer shall indemnify the Bond Trustee on an after tax basis in respect of all liabilities and expenses properly incurred by it or by anyone appointed by it or to whom any of its functions may be delegated by it in the carrying out of its functions under this Trust Deed and against any loss, liability, cost, claim, action, demand or expense (including, but not limited to, all reasonable costs, charges and expenses properly incurred in disputing or defending any of the foregoing) that any of them may

incur or that may be made against any of them arising out of or in relation to or in connection with, its appointment or the exercise of its functions under this Trust Deed.

**7.3 Continuing Effect:** Clauses 7.1 (*Expenses*) and 7.2 (*Indemnity*) will continue in full force and effect as regards the Bond Trustee even if it no longer is Bond Trustee.

## **8 Provisions Supplemental to the Trustee Act 1925 and the Trustee Act 2000**

**8.1 Advice:** The Bond Trustee may act on the opinion or advice of, or information obtained from, any expert and will not be responsible to anyone for any loss occasioned by so acting whether such advice is obtained or addressed to the Issuer, the Bond Trustee or any other person. Any such opinion, advice or information may be sent or obtained by letter, fax, electronic mail or other written format and the Bond Trustee will not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic. The Bond Trustee may rely without liability to Bondholders on any report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to the Bond Trustee and whether or not liability in relation thereto is limited by reference to a monetary cap, methodology or otherwise.

**8.2 Bond Trustee to Assume Performance:** The Bond Trustee need not notify anyone of the execution of this Trust Deed or any of the other Transaction Documents or do anything to find out if an Event of Default or Potential Event of Default has occurred. Until it has actual knowledge or express notice to the contrary, the Bond Trustee may assume that no such event has occurred and that the Issuer is performing all its obligations under this Trust Deed and the Bonds.

**8.3 Bond Trustee to Assume Accuracy:** With the exception of Recital (B), the Bond Trustee assumes no responsibility for the correctness of the recitals to this Trust Deed, which shall be taken as statements of the Issuer, nor shall it, by the execution of this Trust Deed, be deemed to make any representation as to the adequacy, sufficiency, validity or enforceability of this Trust Deed. The Bond Trustee shall not be responsible for the scope or accuracy of any representations, warranties or statements of any party (other than the Bond Trustee) contained herein or in any other Transaction Document or any other document entered into in connection therewith and may assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such document or any trust or security thereby constituted or evidenced.

**8.4 Resolutions of Bondholders:** The Bond Trustee will not be responsible for having acted in good faith on a resolution purporting to have been passed at a meeting of Bondholders in respect of which minutes have been made and signed even if it is later found that there was a defect in the constitution of the meeting or the passing of the resolution or that the resolution was not valid or binding on the Bondholders.

**8.5 Certificate from the Issuer:** If the Bond Trustee, in the exercise of its functions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by any two directors of the Issuer as to that fact or to the effect that, in their opinion, that act is expedient and the Bond Trustee need not call for further evidence and will not be responsible for any loss occasioned by acting on such a certificate.

- 8.6 Deposit of Documents:** The Bond Trustee may appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute and may deposit this Trust Deed and any other documents with such custodian and pay all sums due in respect thereof. The Bond Trustee is not obliged to appoint a custodian of securities payable to bearer.
- 8.7 Discretion:** Save as expressly provided otherwise in this Trust Deed, the Bond Trustee will have absolute and uncontrolled discretion as to the exercise of its functions and will not be responsible for any loss, liability, cost, claim, action, demand, expense or inconvenience which may result from their exercise or non-exercise.
- 8.8 Agents:** Whenever it considers it expedient in the interests of the Bondholders, the Bond Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Bond Trustee (including the receipt and payment of money).
- 8.9 Delegation:** Whenever it considers it expedient in the interests of the Bondholders, the Bond Trustee may delegate to any person on any terms (including power to sub-delegate) all or any of its functions.
- 8.10 Nominees:** In relation to any asset held by it under this Trust Deed, the Bond Trustee may appoint any person to act as its custodian or nominee on any terms.
- 8.11 Responsibility for Agents, etc.:** If the Bond Trustee exercises reasonable care in selecting any agent, delegate, custodian or nominee appointed under this Clause 8 (an “**Appointee**”), it will not have any obligation to supervise the Appointee or be responsible for any loss, liability, cost, claim, action, demand or expense incurred by reason of the Appointee’s misconduct or default or the misconduct or default of any substitute appointed by the Appointee.
- 8.12 Forged Bonds:** The Bond Trustee will not be liable to the Issuer or any Bondholder by reason of having accepted as valid or not having rejected any Certificate purporting to be such and later found to be forged or not authentic.
- 8.13 Confidentiality:** Unless ordered to do so by a court of competent jurisdiction, the Bond Trustee shall not be required to disclose to any Bondholder any confidential financial or other information made available to the Bond Trustee by the Issuer.
- 8.14 Determinations Conclusive:** As between itself and the Bondholders, the Bond Trustee may determine all questions and doubts arising in relation to any of the provisions of this Trust Deed. Such determinations, whether made upon such a question actually raised or implied in the acts or proceedings of the Bond Trustee, shall be conclusive and shall bind the Bond Trustee and the Bondholders.
- 8.15 Currency Conversion:** Where it is necessary or desirable to convert any sum from one currency to another, it will (unless otherwise provided hereby or required by law) be converted at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Bond Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified will be binding on the Issuer and the Bondholders.
- 8.16 Events of Default, etc.:** The Bond Trustee may determine whether or not an Event of Default or Potential Event of Default is in its opinion capable of remedy and whether or not an Event of Default, Potential Event of Default or other event, matter or thing is materially prejudicial to the

interests of the Bondholders. Any such determination will be conclusive and binding on the Issuer and the Bondholders.

- 8.17 Payment for and Delivery of Bonds:** The Bond Trustee will not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Bonds, any exchange of Bonds or the delivery of Bonds to the persons entitled to them.
- 8.18 Bonds Held by the Issuer, etc.:** In the absence of knowledge or express notice to the contrary, the Bond Trustee may assume without enquiry (other than requesting a certificate under Clause 6.16 (*Bonds held by the Issuer etc.*)) that no Bonds are for the time being held by or on behalf of the Issuer or any of the Issuer's subsidiaries.
- 8.19 Bond Trustee Notifications:** If the Bond Trustee makes any determination or calculation pursuant to this Trust Deed or the Conditions, it shall as soon as reasonably practicable thereafter notify the Issuer of such determination or calculation.
- 8.20 No Responsibility to other Secured Creditors:** In acting as Bond Trustee under this Trust Deed, the Bond Trustee shall not assume any duty or responsibility to any Secured Creditor other than the Bondholders and shall have regard solely to the interests of the Bondholders and the other Secured Creditors shall have no claim against the Bond Trustee for so doing. The Bond Trustee shall not be obliged to act on any directions of any other Secured Creditor.
- 8.21 Consent of the Bond Trustee:** Any consent or approval given by the Bond Trustee may be on such terms and subject to such conditions as the Bond Trustee reasonably thinks fit.
- 8.22 Entitlement of the Bond Trustee:** In connection with the exercise of its functions under this Trust Deed, the Deed of Charge and the Conditions, the Bond Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Bond Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders.
- 8.23 Conflicts:** As regards all the powers, trusts, authorities, duties and discretions vested in the Bond Trustee by this Trust Deed and the Conditions and except where expressly provided otherwise, the Bond Trustee shall have regard to the interests of the Bondholders equally.
- 8.24 Validity of Security:** The Bond Trustee assumes no responsibility for the validity, sufficiency or enforceability (which the Bond Trustee has not investigated) of the Security. The Bond Trustee shall not be liable for any failure, omission or defect in perfecting the Security intended to be constituted by the Deed of Charge.
- 8.25 Indemnity:** The Bond Trustee shall not be bound to take any step or action in connection with this Trust Deed or the Bonds or obligations arising pursuant thereto or any other Transaction Document, including, without prejudice to the generality of the foregoing, forming an opinion or employing any financial adviser, where it is not satisfied that it is indemnified and/or secured against all its liabilities and costs incurred in connection with such step or action and may demand prior to taking any such step or action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it.

## **9 Bond Trustee Liable for Negligence**

Section 1 of the Trustee Act 2000 shall not apply to any function of the Bond Trustee, provided that if the Bond Trustee fails to show the degree of care and diligence required of it as Bond Trustee, nothing in this Trust Deed shall relieve or indemnify it from or against any liability which

would otherwise attach to it in respect of any fraud, gross negligence, or wilful default, wilful breach of duty or wilful breach of trust of which it may be guilty.

## **10 Bond Trustee not Precluded from Entering into Contracts**

The Bond Trustee and any other person, whether or not acting for itself, may acquire, hold or dispose of any Bond or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person and may act on, or as depositary or agent for, any committee or body of holders of any securities of any such person in each case with the same rights as it would have had if the Bond Trustee were not acting as Bond Trustee and need not account for any profit.

## **11 Modification, Waiver and Substitution**

**11.1 Modification:** The Bond Trustee may agree without the consent of the Bondholders to any modification to this Trust Deed, the Conditions or any other Transaction Document which is, in its opinion, of a formal, minor or technical nature or to correct a manifest error. The Bond Trustee may also so agree to any modification to this Trust Deed, the Conditions or any other Transaction Document which is in its opinion not materially prejudicial to the interests of the Bondholders but such power does not extend to any such modification as is mentioned in the proviso to paragraph 2 of Schedule 3. Any such modification will be binding on the Bondholders and, if the Bond Trustee so requires, the Issuer will arrange for it to be notified to the Bondholders, as soon as practicable.

**11.2 Waiver:** The Bond Trustee may, without the consent of the Bondholders and without prejudice to its rights in respect of any subsequent breach, from time to time and at any time, if in its opinion the interests of the Bondholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Issuer or any other party of this Trust Deed, the Conditions or any other Transaction Document or determine that an Event of Default or Potential Event of Default will not be treated as such provided that the Bond Trustee will not do so in contravention of an express direction given by an Extraordinary Resolution of the Bondholders or a request made pursuant to Condition 8 (*Events of Default*). No such direction or request will affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination will be binding on the Bondholders and, if the Bond Trustee so requires, the Issuer will arrange for it to be notified to the Bondholders as soon as practicable.

### **11.3 Substitution:**

**11.3.1 Power of Bond Trustee to Agree to Substitution:** The Bond Trustee may, without the consent of the Bondholders, agree to the substitution, in place of the Issuer (or of any previous substitute under this Clause 11.3.1) as the principal debtor under this Trust Deed and the Bonds, of any other company (incorporated in any jurisdiction) (the "**Substituted Obligor**"), provided that:

- (i) a deed is executed or undertaking given by the Substituted Obligor to the Bond Trustee, in form and manner satisfactory to the Bond Trustee, agreeing to be bound by this Trust Deed and the Bonds (with consequential amendments as the Bond Trustee may deem appropriate) as if the Substituted Obligor had been named in this Trust Deed and the Bonds as the principal debtor in place of the Issuer;

- (ii) the Substituted Obligor assumes all rights, obligations and liabilities in relation to the Secured Property, acknowledges the Security created in respect thereof pursuant to the Deed of Charge and takes all such action as the Bond Trustee may require so that the Security constitutes a valid security interest as was originally created by the Issuer for the obligations of the Substituted Obligor;
- (iii) if any two directors of the Substituted Obligor certify that it will be solvent immediately after such substitution, the Bond Trustee need not have regard to the Substituted Obligor's financial condition, profits or prospects or compare them with those of the Issuer;
- (iv) the Bond Trustee shall be satisfied (if it requires, by reference to legal opinions) that (a) all necessary governmental and regulatory approvals and consents necessary for or in connection with the assumption by the Substituted Obligor of liability as principal debtor in respect of, and of its obligations under, the Bonds and the other Transaction Documents have been obtained and (b) such approvals and consents are at the time of substitution in full force and effect;
- (v) the Issuer and the Substituted Obligor shall execute and the Issuer shall procure that the other parties to the other Transaction Documents shall execute such other deeds, documents and instruments (if any) as the Bond Trustee may require in order that such substitution is fully effective and comply with such other requirements in the interests of the Bondholders as the Bond Trustee may direct;
- (vi) in connection with any proposed substitution of the Issuer, the Bond Trustee may, without the consent of the Bondholders agree to a change of the law from time to time governing the Bonds and/or this Trust Deed and/or the other Transaction Documents, provided that such change of law, in the opinion of the Bond Trustee, would not be materially prejudicial to the interests of the Bondholders; and
- (vii) the Issuer and the Substituted Obligor comply with such other requirements as the Bond Trustee may direct in the interests of the Bondholders.

**11.3.2 Release of Substituted Issuer:** An agreement by the Bond Trustee pursuant to Clause 11.3.1 (*Power of Bond Trustee to Agree to Substitution*) will, if so expressed, release the Issuer (or a previous substitute) from any or all of its obligations under this Trust Deed and the Bonds. Notice of the substitution will be given to the Bondholders within 14 days of the execution of such documents and compliance with such requirements.

**11.3.3 Completion of Substitution:** On completion of the formalities set out in Clause 11.3.1 (*Power of Bond Trustee to Agree to Substitution*), the Substituted Obligor will be deemed to be named in this Trust Deed and the Bonds as the principal debtor in place of the Issuer (or of any previous substitute) and this Trust Deed and the Bonds will be deemed to be amended as necessary to give effect to the substitution.

## **12 Appointment, Retirement and Removal of the Bond Trustee**

**12.1 Appointment:** Subject as provided in Clause 12.2 (*Retirement and Removal*) below, the Issuer has the power of appointing a new Bond Trustee. A trust corporation will at all times be a Bond Trustee and may be the sole Bond Trustee. Any appointment of a new Bond Trustee will be notified by the Issuer to the Bondholders as soon as practicable.



**12.2 Retirement and Removal:** Any Bond Trustee may retire at any time on giving at least three months' written notice to the Issuer without giving any reason or being responsible for any costs occasioned by such retirement and the Bondholders may by an Extraordinary Resolution remove any Bond Trustee provided that the retirement or removal of a sole trust corporation will not be effective until a trust corporation is appointed as successor Bond Trustee. If a sole trust corporation gives notice of retirement or an Extraordinary Resolution of the Bondholders is passed for its removal, the Issuer will use all reasonable endeavours to procure that another trust corporation be appointed as Bond Trustee but if it fails to do so before the expiry of such three month notice period, the Bond Trustee shall have the power to appoint a new Bond Trustee.

**12.3 Co-Trustees:** The Bond Trustee may, despite Clause 12.1 (*Appointment*), by written notice to the Issuer appoint anyone to act as an additional Bond Trustee jointly with the Bond Trustee:

- 12.3.1 if the Bond Trustee considers the appointment to be in the interests of the Bondholders;
- 12.3.2 to conform with a legal requirement, restriction or condition in a jurisdiction in which a particular act is to be performed; or
- 12.3.3 to obtain a judgment or to enforce a judgment or any provision of this Trust Deed in any jurisdiction.

Subject to the provisions of this Trust Deed the Bond Trustee may confer on any person so appointed such functions as it thinks fit. The Bond Trustee may by written notice to the Issuer and that person remove that person. At the Bond Trustee's request, the Issuer will forthwith do all things as may be required to perfect such appointment or removal and it irrevocably appoints the Bond Trustee as its attorney in its name and on its behalf to do so.

**12.4 Competence of a Majority of Bond Trustees:** If there are more than two Bond Trustees, the majority of them will be competent to perform the Bond Trustee's functions provided the majority includes a trust corporation.

### **13 Obligation of Bond Trustee to Issue Voting Certificate**

At the request of any Bondholder in accordance with Schedule 3 (*Provisions for Meetings of Bondholders*), the Bond Trustee shall issue voting certificates and block voting instructions in a form and manner which comply with the provisions of Schedule 3 (except that it shall not be required to issue the same less than 48 hours before the time for which the meeting or the poll to which the same relates has been convened or called). The Bond Trustee shall keep a full record of voting certificates and block voting instructions issued by it and will give to the Issuer, not less than 24 hours before the time appointed for any meeting or adjourned meeting, full particulars of all voting certificates and block voting instructions issued by it in respect of such meeting or adjourned meeting.

### **14 Further Provisions**

**14.1 Proof of Default:** Proof that the Issuer has failed to pay a sum due to the holder of any one Bond will (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Bonds which are then payable.

**14.2 Proceedings brought by the Bond Trustee:** At any time after the Bonds shall have become immediately due and repayable, the Bond Trustee may at its discretion and without further notice take such proceedings as it may think fit against the Issuer to enforce repayment thereof and any other moneys payable pursuant to this Trust Deed.

- 14.3 Action taken by Bond Trustee:** The Bond Trustee shall not be bound to take any such proceedings or any step or action as are mentioned in Clause 14.2 (*Proceedings brought by the Bond Trustee*) unless respectively directed or requested to do so (i) by an Extraordinary Resolution or (ii) in writing by the holders of at least one-quarter in nominal amount of the Bonds then outstanding and in either case then only if it shall be indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.
- 14.4 Bond Trustee only to enforce:** Only the Bond Trustee may enforce the provisions of this Trust Deed and the Bonds. No Bondholder shall be entitled to proceed directly against the Issuer to enforce the performance of any of the provisions of this Trust Deed unless the Bond Trustee having become bound pursuant to Clause 14.3 (*Action taken by Bond Trustee*) above to take proceedings fails to do so within a reasonable period and such failure shall be continuing.
- 14.5 Indemnities Separate:** Each indemnity in this Trust Deed constitutes a separate and independent obligation from the other obligations in this Trust Deed, will give rise to a separate and independent cause of action, will apply irrespective of any indulgence granted by the Bond Trustee and/or any Bondholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed and/or the Bonds or any other judgment or order.
- 14.6 Contracts (Rights of Third Parties) Act 1999:** A person who is not a party to this Trust Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Deed except and to the extent (if any) that this Trust Deed expressly provides for such Act to apply to any of its terms.
- 14.7 Counterparts:** This Trust Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Trust Deed.
- 15 Currency Indemnity**
- 15.1 Currency of Account and Payment:** The Contractual Currency is the sole currency of account and payment for all sums payable by the Issuer under or in connection with this Trust Deed and the Bonds, including damages.
- 15.2 Extent of Discharge:** An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise), by the Bond Trustee or any Bondholder in respect of any sum expressed to be due to it from the Issuer will only discharge the Issuer to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
- 15.3 Indemnity:** If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Bonds, the Issuer will indemnify it on an after tax basis against any loss sustained by it as a result. In any event, the Issuer will indemnify the recipient on an after tax basis against the cost of making any such purchase.

## 16 Further Issues

16.1 The Issuer will be entitled at its option at any time and from time to time without the consent of Bondholders, to raise further funds by the issue of further Bonds (the “**Further Bonds**”) subject to Clause 16.2 below.

16.2 It shall be a condition precedent to the issue of any Further Bonds that:

16.2.1 the Issuer certifies no Event of Default has occurred and is continuing (which has not been waived) or would occur as a result of such issue;

16.2.2 any such Further Bonds be secured by security interests other than the Security (“**Further Bonds Security**”); and

16.2.3 the liability of the Issuer to pay any amounts due under such Further Bonds shall be limited to, and payable solely out of, the amounts received by or on behalf of the Issuer in respect of the relevant Further Bonds Security.

## 17 Communications

All communications relating to this Trust Deed shall be by letter, fax (except for communications sent to the Issuer) or electronic communication as follows:

to the Issuer/  
Register  
Servicer: **Allia Social Impact Investments Limited**  
Future Business Centre  
King’s Hedges Road  
Cambridge  
CB4 2HY  
Attention: Briony Maritz  
email address: communications@allia.org.uk

to the Bond  
Trustee/Security  
Trustee: **Wrigleys Trustees Limited**  
19 Cookridge Street  
Leeds  
West Yorkshire  
LS2 3AG  
Attention: Sylvie Nunn  
Facsimile No: 0113 244 6101  
email address: sylvie.nunn@wrigleys.co.uk

or any other address of which written notice has been given to the parties in accordance with this Clause. Communications will take effect, in the case of a letter, when delivered, in the case of fax, when the relevant delivery receipt is received by the sender or, in the case of an electronic communication when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place. Any communication delivered to any party under this Trust Deed which is to be sent by fax or electronic communication will be written legal evidence.

## **18 Enforcement and Non-Petition**

**18.1 Enforcement of Security:** The Bond Trustee agrees that only the Security Trustee may enforce the Security over the Secured Property in accordance with, and subject to the terms of, the Deed of Charge.

**18.2 Limited Recourse:** Each Secured Creditor agrees that if, or to the extent that, after the Security over the Secured Property has been enforced and as fully as practicable realised and the proceeds thereof have been applied in accordance with the Post-Enforcement Priority of Payments the amounts recovered on realisation of the Secured Property are insufficient to pay or discharge amounts due from the Issuer to the Secured Creditors in full for any reason, the Issuer will have no liability to pay or otherwise make good any such insufficiency and any such unsatisfied obligations shall be extinguished.

**18.3 Non-Petition:** The Bond Trustee agrees that it shall not take any corporate action or other steps or legal proceedings for the winding-up, dissolution, arrangement, reconstruction or reorganisation of the Issuer or for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, manager or similar officer in respect of the Issuer or over any or all of its assets or undertaking, save as permitted by the Deed of Charge.

## **19 Governing Law**

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

**Schedule 1  
Form of Certificate**

# The King's School Bond Issue 1 2020

Up to £{-} Limited Recourse Bonds due {-}

Issued {-}



**Registered Holder:**

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**Address:**

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The Registered Holder shall be a “**Bondholder**” and “**holder**” for purposes of this Certificate

**Nominal amount of Bonds represented by this Certificate:**

£{-} ([-])

**ALLIA SOCIAL IMPACT INVESTMENTS LIMITED**  
(Registered Society in England and Wales under the Co-operative and Community Benefit Societies Act 2014 with registered number 32151R).  
Registered office: Future Business Centre, King's Hedges Road, Cambridge CB4 2HY

[-] per cent. Interest Bonds

Series

Certificate number

In witness whereof and on the terms and conditions printed below, the Issuer has caused this Certificate to be signed on its behalf and dated as of [-]

**ALLIA SOCIAL IMPACT INVESTMENTS LTD**

Authorised signatory

**CERTIFICATE OF AUTHENTICATION**

This Certificate is authenticated by or on behalf of the Registrar

**WRIGLEYS SOLICITORS LLP**

Registrar

Authorised signatory. For purposes of authentication only

#### Terms and conditions of the Certificate

This certificate is issued in respect of up to £[-] Limited Recourse Bonds due [-] (the “**Bonds**”) of Allia Social Impact Investments Ltd (the “**Issuer**”). This Certificate certifies that the Registered Holder (as defined above) is registered as the holder of such nominal amount of the Bonds at the date hereof. The Registered Holder shall be a “**Bondholder**” and “**holder**” for purposes of this Certificate. The Bonds are subject to the Terms and Conditions (the “**Conditions**”) as set out in Schedule 2 of the Trust Deed (the “**Trust Deed**”) dated [-] between the Issuer and Wrigleys Trustees Limited as Bond Trustee and are issued subject to, and with the benefit of, the Trust Deed referred to in the Conditions.

#### Interpretation and Definitions

References in this Certificate to the “**Conditions**” are to the Terms and Conditions applicable to the Bonds. Other capitalised terms used in this Certificate shall have the meanings given to them in the Conditions or the Trust Deed.

#### Promise to Pay

The Issuer, for value received, promises to pay to the holder of the Bonds represented by this Certificate (subject to surrender of this certificate if no further payment falls to be made in respect of the Bonds) on the Repayment Date (or on such earlier date as the amount payable upon redemption under the Conditions may become repayable in accordance with the Conditions) the amount payable upon redemption under the Conditions in respect of the Bonds represented by this Certificate. For the purposes of this Certificate, (a) the Issuer certifies that the Registered Holder is, at the date hereof, entered in the Register as the holder of the Bonds represented by this Certificate, (b) this Certificate is evidence to entitlement only, (c) title to the Bonds represented by this Certificate passes only on due registration on the Register, and (d) only the holder of the Bonds represented by this Certificate are entitled to payments in respect of the Bonds represented by this Certificate.

## Schedule 2

### Terms and Conditions of the Bonds

The offer of up to £2,250,000 limited recourse 3 per cent. Interest Bonds (the “3% Bonds”) and 4 per cent. Interest Bonds (the “4% Bonds”), in each case due 2027 (together, the “Bonds”), was authorised by a resolution of the Board of Directors of Allia Social Impact Investments Limited (the “Issuer”) passed on 9 December 2019.

The Bonds will be constituted by a trust deed (the “Trust Deed”) between the Issuer and Wrigleys Trustees Limited (the “Bond Trustee” which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Bonds (the “Bondholders”).

These terms and conditions (the “Conditions”) include summaries of, and are subject to, the detailed provisions of (i) the Trust Deed, which includes the form of the Bonds, (ii) the deed of charge (the “Deed of Charge”) to be dated the Issue Date between the Issuer and Wrigleys Trustees Limited (the “Security Trustee”) and (iii) the registrar’s agreement (the “Registrar Agreement”) between Wrigleys Solicitors LLP (the “Registrar”), Allia Social Impact Investments Limited as the register servicer (the “Register Servicer”) and as the Issuer.

Copies of the Trust Deed, the Deed of Charge, the Registrar Agreement and the rules of the Issuer will, when published, be available on the website of the Issuer at <http://allia.org.uk/kingsbond>.

The Bondholders will be entitled to the benefit of, will be bound by, and will be deemed to have notice of, all the provisions of the Deed of Charge, the Trust Deed and the Registrar Agreement.

Repayment of the Bonds is limited in recourse to monies received by the Issuer from The King's School, Gloucester pursuant to the loan granted by the Issuer as lender and The King's School, Gloucester as borrower (the “Loan”) designated as the “King’s Loan 1”.

#### 1. Form, Denomination and Title

- (a) **Form and denomination:** The Bonds are in registered form and represented by registered certificates (“**Certificates**”) in denominations of £100 and integral multiples thereof (the “**Specified Denomination**”). Each Bondholder will be issued with a certificate or certificates denominated in the relevant Specified Denomination to an aggregate of the entire holding of that holder.
- (b) **Title:** Title to the Bonds shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Registrar Agreement (the “**Register**”). The holder of any Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder. “**Bondholder**” means the person in whose name a Bond is registered in the Register.
- (c) **Transfer of Bonds:** One or more Bonds may be transferred upon the surrender (at the specified office of the Register Servicer (if an Event of Default has not occurred or is not continuing) and at the specified office of the Registrar (if an Event of Default has occurred and is occurring)) of the Certificate representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate, duly completed and executed and any other evidence as the Register Servicer or the Registrar (as the case may be) may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. However, a Bond may not be transferred unless (i) the principal amount of Bonds proposed to be transferred and the principal amount of the balance of Bonds proposed to be retained by the relevant transferor are, in each case, denominated in the relevant Specified Denomination; and (ii)

in respect of any transfer which is chargeable to UK stamp duty, the Issuer has received a duly stamped form of transfer.

- (d) **Series:** whether a Bond is a 3% Bond or a 4% Bond shall be stated on the relevant Certificate and recorded in the Register. The Register shall be conclusive as to the Series (as defined in the Trust Deed) of a Bond.

## 2. Status, Priority and Security

- (a) **Status of the Bonds:** The Bonds constitute secured obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 12 (Enforcement, Limited Recourse and Non-Petition).
- (b) **Priority:** The Bonds shall at all times rank pari passu and without any preference among themselves. The payment obligations of the Issuer under the Bonds, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all its other present and future unsecured and unsubordinated obligations.
- (c) **Security:** The holders of the Bonds and the other Secured Creditors (as defined in the Deed of Charge) will, subject to the terms of the Trust Deed, share in the security created by the Deed of Charge (the “**Security**”). Upon enforcement of the Security the proceeds of such enforcement shall be applied by the Security Trustee as set out in the Deed of Charge. If the moneys received by the Security Trustee are not enough to pay in full all amounts to persons whose claims rank rateably, the Security Trustee shall apply the moneys pro rata on the basis of the amount due to each party entitled to such payment.

## 3. Negative Pledge

Except as provided in the Deed of Charge, the Issuer shall not create or allow to exist any Security Interest on the whole or any part of the Secured Property.

“**Security Interest**” means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

“**Secured Property**” means the assets from time to time subject, or expressed to be subject, to the Security or any part of those assets.

## 4. Interest

- (a) The 3% Bonds will bear interest at a rate of 3 per cent. per annum and the 4% Bonds will bear interest at a rate of 4 per cent. per annum. Interest will be payable annually in arrears on each anniversary of the Issue Date up to and including the Repayment Date (each an “**Interest Payment Date**”). The amount of interest payable on each Interest Payment Date per Bond of Specified Denomination will be £3 in respect of the 3% Bonds and £4 in respect of the 4% Bonds.
- (b) For Bonds redeemed prior to the Repayment Date in accordance with Condition 5 (Redemption and Purchase), the amount of interest payable per Specified Denomination in arrear on the relevant redemption date shall equal the product of the Specified Denomination, the relevant rate of interest and the day-count fraction, rounding the resulting figure to the nearest one penny (half of one penny being rounded upwards). The day-count fraction shall be the number of days in the period from and including the last Interest Payment Date to but excluding the relevant redemption date.
- (c) Each Bond will cease to bear interest from the Repayment Date unless, upon surrender of the Certificate representing such Bond on the Repayment Date, payment of principal is improperly withheld or refused. In such event it shall continue to bear interest at such rate (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the



relevant holder, and (b) the day falling seven days after the Bond Trustee has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

## 5. Redemption and Purchase

- (a) **Final Redemption:** Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their principal amount on the Repayment Date. The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 5 (Redemption and Purchase).
- (b) **Redemption at the Option of the Issuer:** The Issuer may at its option, having given not less than 30 nor more than 90 days' notice to the Bondholders in accordance with Condition 14 (Notices) (which notice shall be irrevocable), redeem the Bonds in whole or, subject to the relevant Specified Denomination, in part at their principal amount. The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition 5 (Redemption and Purchase).
- (c) **Notice of Redemption and Drawings:** All Bonds in respect of which any notice of redemption is given under this Condition shall be redeemed on the date specified in such notice in accordance with this Condition. In the case of a partial redemption the Bonds to be called for redemption shall have been drawn in such place as the Bond Trustee may approve and in such manner as it deems appropriate.
- (d) **Purchase:** The Issuer may at any time purchase Bonds from individual Bondholders without making a general offer to Bondholders at any price. The Bonds so purchased, while held by or on behalf of the Issuer shall not entitle the holder to vote at any meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Condition 11 (Meetings of Bondholders, Modification, Waiver and Substitution).
- (e) **Cancellation:** All Bonds so redeemed or purchased will be cancelled and may not be re-issued or resold.

## 6. Payments

- (a) **Method of Payment:** Payments of principal or interest or other payments on the Bonds will be made to the persons shown in the Register. Each such payment will be made by electronic bank transfer to a bank account nominated by the Bondholder in the application form (or as otherwise notified to the Issuer in writing no less than five Business Days prior to the date of such payment). The Issuer shall not be liable for any delay in payment due to any technical failure of the electronic transfer system.
- (b) **Payments Subject to Laws:** All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 7 (Taxation). No commissions or expenses shall be charged to the Bondholders in respect of such payments.
- (c) **Payments on Business Days:** A Bond may only be presented for payment on a day which is a Business Day in the place of presentation. "**Business day**" means a day on which commercial banks are open in London.

## 7. Taxation

- (a) All payments in respect of the Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the United Kingdom or any authority therein or thereof having power to tax, unless such withholding

or deduction is required by law. In that event the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted.

- (b) The Issuer shall not be obliged to make any additional payments to Bondholders in respect of any withholding or deduction.

## 8. Events of Default

If any of the following events occurs and is continuing the Bond Trustee at its discretion may, and if so requested by holders of at least three-quarters in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution (as defined in the Trust Deed) shall (subject in each case to the Bond Trustee being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer that the Bonds are, and they shall immediately become, due and payable at their principal amount (such notice, an “**Acceleration Notice**”):

- (a) **Non-Payment:** the Issuer fails to pay any amounts due on any of the Bonds when due and such failure continues for a period of seven days; or
- (b) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Transaction Documents (as defined in the Trust Deed) which default (a) is incapable of remedy or, if in the opinion of the Bond Trustee capable of remedy, is not in the opinion of the Bond Trustee remedied within 30 days after notice of such default shall have been given to the Issuer by the Bond Trustee and (b) in the opinion of the Bond Trustee is materially prejudicial to the interests of the Bondholders; or
- (c) **Cross-Default:** (i) any other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual event of default (howsoever described), or (ii) any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period, or (iii) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 8(c) (Cross-Default) have occurred equals or exceeds £100,000 and provided further that “indebtedness” or “moneys borrowed or raised” for the purposes of this Condition 8(c) (Cross-Default) shall not include any indebtedness incurred or moneys raised on a limited recourse basis; or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer, and in any such case not being discharged within 30 days; or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver administrator or other similar person); or
- (f) **Insolvency:** the Issuer is (or is, or could be, deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer; or

- (g) **Winding-up:** an administrator or similar official is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Bond Trustee or by an Extraordinary Resolution of the Bondholders; or
- (h) **Illegality:** it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under any of the Transaction Documents; or
- (i) **Transaction Documents:** any Transaction Document is not, in whole or (in the opinion of the Bond Trustee) in any material part, (or is claimed by the Issuer not to be) in full force and effect; or
- (j) **Analogous Events:** any event occurs which has an analogous effect to any of the events referred to in any of the foregoing Conditions 8(a)-(i).

## 9. Prescription

Claims in respect of principal, interest and other sums will become void unless presentation for payment is made as required by Condition 6 (Payments) within a period of 10 years (in the case of principal) or five years (in the case of interest) from the Repayment Date and thereafter all such sums shall be forfeited and revert to the Issuer.

## 10. Replacement of Bonds

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Register Servicer (if an Event of Default has not occurred and is not continuing) or the Registrar (if an Event of Default has occurred and is continuing) subject to all applicable laws and stock exchange or other relevant authority requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Register Servicer (if an Event of Default has not occurred and is not continuing) or the Registrar (if an Event of Default has occurred and is continuing) may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## 11. Meetings of Bondholders, Modification, Waiver and Substitution

- (a) **Meetings of Bondholders:** The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be two or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to modify the maturity of the Bonds, (ii) to reduce or cancel the principal amount of the Bonds, (iii) to make any modification as to the calculation, amount or due date of interest in respect of any Bonds, (iv) to change the currency of payment of the Bonds or (v) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution (each of (i) to (iv) a “**Basic Terms Modification**”), in which case the necessary quorum will be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

- (b) **Written resolutions:** The Trust Deed provides that a resolution in writing signed by or on behalf of all the Bondholders outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.
- (c) **Bondholders of separate Series:** An Extraordinary Resolution passed at a meeting of the Bondholders shall be binding on the holders of each Series of Bonds irrespective of the effect on them, except for an Extraordinary Resolution of the Bondholders to sanction a Basic Terms Modification which shall not take effect unless it has also been sanctioned by an Extraordinary Resolution of the holders of each Series of Bonds.

The Trust Deed provides that:

- (i) meetings of Bondholders of separate Series will normally be held separately, but the Bond Trustee may from time to time determine that meetings of Bondholders of separate Series shall be held together;
  - (ii) an Extraordinary Resolution that in the opinion of the Bond Trustee affects one Series alone shall be deemed to have been duly passed if passed at a separate meeting of the Bondholders of the Series concerned;
  - (iii) an Extraordinary Resolution that in the opinion of the Bond Trustee affects the Bondholders of more than one Series but does not give rise to a conflict of interest between the Bondholders of the different Series concerned shall be deemed to have been duly passed if duly passed at a single meeting of the Bondholders of the relevant Series; and
  - (iv) an Extraordinary Resolution that in the opinion of the Bond Trustee affects the Bondholders of more than one Series and gives or may give rise to a conflict of interest between the Bondholders of the different Series concerned shall be deemed to have been duly passed only if it shall be duly passed at separate meetings of the Bondholders of the relevant Series.
- (d) **Modification and Waiver:** The Bond Trustee may agree, without the consent of the Bondholders to (i) any modification of any of the provisions of the Trust Deed which is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed which is in the opinion of the Bond Trustee not materially prejudicial to the interests of the Bondholders. Any such modification, authorisation or waiver shall be binding on the Bondholders and, if the Bond Trustee so requires, such modification shall be notified to the Bondholders as soon as practicable.
  - (e) **Substitution:** The Trust Deed contains provisions permitting the Bond Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Bond Trustee may require, but without the consent of the Bondholders, to the substitution of certain other entities in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Bonds. In the case of such a substitution the Bond Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Bond Trustee be materially prejudicial to the interests of the Bondholders.
  - (f) **Entitlement of the Bond Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Bond Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Bond Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the

Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders.

## 12. Enforcement, Limited Recourse and Non-Petition

- (a) **Enforcement:** Subject always to the terms of the Deed of Charge, at any time after the Bonds become due and payable, the Bond Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Bonds, but it need not take any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Bondholders holding at least one-fifth in principal amount of the Bonds outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder may proceed directly against the Issuer unless the Bond Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.
- (b) **Limited Recourse:**
- (i) **Enforcement of Security:** Only the Security Trustee may enforce the Security over the Secured Property in accordance with, and subject to the terms of, the Deed of Charge.
  - (ii) **Issuer Liability Limited:** The liability of the Issuer to pay any amounts due under the Bonds shall be limited to, and payable solely out of, the amounts received by the Issuer, or the Security Trustee on behalf of the Secured Creditors (as defined in the Deed of Charge), in respect of the Secured Property and applied in accordance with the Deed of Charge.
  - (iii) **Amounts to Remain Outstanding:** Subject always to Condition 12(b)(i) (Enforcement of Security) above and Condition 12(c) (Non-Petition) below, any amount due under the Bonds and not payable or paid when due by the Issuer in accordance with Condition 12(b)(ii) (Issuer Liability Limited) above will nevertheless continue to be regarded as being outstanding for the purposes of making any demand under, or enforcing any Secured Property created by the Issuer pursuant to, any Transaction Document.
  - (iv) **Insufficient Recoveries:** If, or to the extent that, after the Security over the Secured Property has been enforced and as fully as practicable realised and the proceeds thereof have been applied in accordance with the Deed of Charge the amounts recovered on realisation of the Secured Property are insufficient to pay or discharge amounts due from the Issuer to the Bondholders in full for any reason, the Issuer will have no liability to pay or otherwise make good any such insufficiency.
- (c) **Non-Petition:** No Bondholder may take any corporate action or other steps or legal proceedings for the winding-up, dissolution, arrangement, reconstruction or reorganisation of the Issuer or for the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, manager or similar officer in respect of the Issuer or over any or all of its assets or undertaking.

## 13. Indemnification of the Bond Trustee

The Trust Deed contains provisions for the indemnification of the Bond Trustee and for its relief from responsibility. The Bond Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

The Bond Trustee may rely without liability to Bondholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by

its terms or by any engagement letter relating thereto entered into by the Bond Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Bond Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice and such report, confirmation or certificate or advice shall be binding on the Issuer, the Bond Trustee and the Bondholders.

**14. Notices**

Notices to Bondholders will be either mailed or sent electronically to them at the respective addresses in the Register and deemed to have been given on the second business day after the date of mailing.

**15. Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

**16. Governing Law**

- (a) Governing Law:** The Trust Deed and the Bonds and any non-contractual obligations arising out of or in connection with them are governed by English law.
- (b) Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed and/or the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed and/or the Bonds may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

## **Schedule 3**

### **Provisions for Meetings of Bondholders**

#### **1 Interpretation**

In this Schedule:

- 1.1** references to a meeting include, unless the context otherwise requires, any adjournment;
- 1.2** “**agent**” means a proxy for, or representative of, a Bondholder;
- 1.3** “**Extraordinary Resolution**” means a resolution passed at a meeting duly convened and held in accordance with this Trust Deed by a majority of at least 75 per cent. of the votes cast; and
- 1.4** references to persons representing a proportion of the Bonds are to Bondholders or agents holding or representing in the aggregate at least that proportion in principal amount of the Bonds for the time being outstanding.

#### **2 Powers of Meetings**

A meeting shall, subject to the Conditions and without prejudice to any powers conferred on other persons by this Trust Deed, have power by Extraordinary Resolution:

- 2.1** to sanction any modification to this Trust Deed, the Conditions or any other Transaction Document;
- 2.2** to sanction the exchange or substitution for the Bonds of, or the conversion of the Bonds into, shares, bonds or other obligations or securities of the Issuer or any other entity;
- 2.3** to sanction any proposal by the Issuer or the Bond Trustee for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Bondholders against the Issuer, whether or not those rights arise under this Trust Deed;
- 2.4** to assent to any modification of this Trust Deed, the Bonds or the other Transaction Documents proposed by the Issuer or the Bond Trustee;
- 2.5** to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;
- 2.6** to waive any breach or authorise any proposed breach by the Issuer or any other person of its obligations under or in respect of this Trust Deed, the Bonds or the other Transaction Documents or any act or omission which might otherwise constitute an Event of Default under the Bonds;
- 2.7** to give any authority, direction or sanction required to be given by Extraordinary Resolution;
- 2.8** to appoint any persons (whether Bondholders or not) as a committee or committees to represent the Bondholders’ interests and to confer on them any powers or discretions which the Bondholders could themselves exercise by Extraordinary Resolution;
- 2.9** to approve a proposed new Bond Trustee or Security Trustee and to remove a Bond Trustee or Security Trustee;
- 2.10** to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under this Trust Deed; and

- 2.11** to discharge or exonerate the Bond Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed, the Bonds or the other Transaction Documents;

provided that the special quorum provisions in paragraph 8 shall apply to any Extraordinary Resolution (a “**special quorum resolution**”) for the purpose of sub-paragraph 2.2, 2.4 or 2.11, any of the proposals listed in Condition 11(a) (*Meetings of Bondholders*) or any amendment to this proviso.

### **3 Convening a Meeting**

- 3.1** The Issuer or the Bond Trustee may at any time convene a meeting. If it receives a written request by Bondholders holding at least 10 per cent. in principal amount of the Bonds for the time being outstanding and is indemnified to its satisfaction against all costs and expenses, the Bond Trustee shall convene a meeting of the Bondholders. Every meeting shall be held at a time and place approved by the Bond Trustee.
- 3.2** At least 21 days’ notice (exclusive of the day on which the notice is given and of the day of the meeting) shall be given to the Bondholders. A copy of the notice shall be given by the party convening the meeting to the other parties referred to in paragraph 3 (above). The notice shall specify the day, time and place of meeting and, unless the Bond Trustee otherwise agrees, the nature of the resolutions to be proposed and shall explain how Bondholders may appoint proxies or representatives and the details of the time limits applicable.
- 3.3** A meeting that has been validly convened, may be cancelled by the person who convened such meeting by giving at least one business day’s notice (exclusive of the day on which the notice is given and of the day of the meeting) to the Bondholders (with a copy to the Bond Trustee or Issuer, as applicable). Any meeting cancelled in accordance with this paragraph shall be deemed not to have been convened.

### **4 Proxies and Representatives**

- 4.1** A Bondholder may, by an instrument in writing in the form available from the specified office of the Issuer in the English language executed by or on behalf of the holder and delivered to the Issuer at least 24 hours before the time fixed for a meeting, appoint any person (a “**proxy**”) to act on his behalf in connection with that meeting. A proxy need not be a Bondholder.
- 4.2** A corporation which holds a Bond may by delivering to the Issuer at least 24 hours before the time fixed for a meeting a certified copy of a resolution of its directors or other governing body (with, if it is not in English, a certified translation into English) authorise any person to act as its representative (a “**representative**”) in connection with that meeting.

### **5 Chairman**

The chairman of a meeting shall be such person as the Bond Trustee may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Bondholders or agents present shall choose one of their number to be chairman, failing which the Issuer may appoint a chairman. The chairman need not be a Bondholder or agent. The chairman of an adjourned meeting need not be the same person as the chairman of the original meeting.



## 6 Attendance

The following may attend and speak at a meeting:

- 6.1 Bondholders and agents;
- 6.2 the chairman; and
- 6.3 the Issuer and the Bond Trustee (through their respective representatives) and their respective financial and legal advisers.

No-one else may attend or speak without the consent of the Bond Trustee.

## 7 Quorum and Adjournment

- 7.1 No business (except choosing a chairman) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Bondholders or if the Issuer and the Bond Trustee agree, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 days later, and time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.

- 8 One or more Bondholders or agents present in person shall be a quorum:

- 8.1 in the cases marked "No minimum proportion" in the table below, whatever the proportion of the Bonds which they represent;

- 8.2 in any other case, only if they represent the proportion of the Bonds shown by the table below.

COLUMN 1	COLUMN 2	COLUMN 3
Purpose of meeting	Any meeting except one referred to in column 3 Required proportion	Meeting previously adjourned through want of a quorum Required proportion
To pass a special quorum resolution	75 per cent.	25 per cent.
To pass any other Extraordinary Resolution	A clear majority	No minimum proportion
Any other purpose	10 per cent.	No minimum proportion

- 9 The chairman may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 7.

- 10 At least 10 days' notice of a meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. No notice need, however, otherwise be given of an adjourned meeting.

## **11 Voting**

- 11.1** Each question submitted to a meeting shall be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer, the Bond Trustee or one or more persons representing 2 per cent. of the Bonds.
- 11.2** Unless a poll is demanded a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.
- 11.3** If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.
- 11.4** A poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.
- 11.5** On a show of hands every person who is present in person and who produces a Certificate of which he is the registered holder or is a proxy or representative has one vote. On a poll every such person has one vote in respect of each £1 in Principal Amount Outstanding of Bonds so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.
- 11.6** In case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

## **12 Effect and Publication of an Extraordinary Resolution**

- 12.1** An Extraordinary Resolution shall be binding on all the Bondholders, whether or not present at the meeting and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution to Bondholders within 14 days but failure to do so shall not invalidate the resolution.
- 12.2** An Extraordinary Resolution passed at a meeting of the Bondholders shall be binding on the holders of each Series of Bonds irrespective of the effect on them, except for an Extraordinary Resolution of the Bondholders to sanction a Basic Terms Modification which shall not take effect unless it has also been sanctioned by an Extraordinary Resolution of the holders of each Series of Bonds.

## **13 Minutes**

Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairman of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

## **14 Bond Trustee's Power to Prescribe Regulations**

Subject to all other provisions in this Trust Deed the Bond Trustee may without the consent of the Bondholders prescribe such further regulations regarding the holding of meetings and attendance and voting at them as it in its sole discretion determines including (without limitation) such requirements as the Bond Trustee thinks reasonable to satisfy itself that the persons who purport to make any requisition in accordance with this Trust Deed are entitled to do so.

## **15 Relationship Between the Classes**

The foregoing provisions of this Schedule 3 shall have effect subject to the following provisions:

- 15.1** meetings of Bondholders of separate Series will normally be held separately, but the Bond Trustee may from time to time determine that meetings of Bondholders of separate Series shall be held together;
- 15.2** an Extraordinary Resolution that in the opinion of the Bond Trustee affects one Series alone shall be deemed to have been duly passed if passed at a separate meeting of the Bondholders of the Series concerned;
- 15.3** an Extraordinary Resolution that in the opinion of the Bond Trustee affects the Bondholders of more than one Series but does not give rise to a conflict of interest between the Bondholders of the different Series concerned shall be deemed to have been duly passed if duly passed at a single meeting of the Bondholders of each of the relevant Series;
- 15.4** an Extraordinary Resolution that in the opinion of the Bond Trustee affects the Bondholders of more than one Series and gives or may give rise to a conflict of interest between the Bondholders of the different Series concerned shall be deemed to have been duly passed only if it shall be duly passed at separate meetings of the Bondholders of the relevant Series; and
- 15.5** to all such meetings as aforesaid all the preceding provisions of this Schedule shall *mutatis mutandis* apply as though references therein to Bonds and to Bondholders were references to the Bonds and Bondholders of the Series concerned.

## **16 Written Resolutions**

A written resolution signed by or on behalf of all of the Bondholders shall take effect as if it were an Extraordinary Resolution of the Bondholders. Such written resolution may be contained in one document or in several documents in the same form, each signed by or on behalf of one or more of the Bondholders.

This Trust Deed is executed and delivered on the date stated at the beginning.

**The Issuer**

**EXECUTED AS A DEED by  
ALLIA SOCIAL IMPACT INVESTMENTS LIMITED**

By:



.....  
Authorised Signatory



.....  
Authorised Signatory

**The Bond Trustee**

**EXECUTED AS A DEED by  
WRIGLEYS TRUSTEES LIMITED**

By:

.....  
Director

in the presence of:.....

Name:

Address:

Occupation:

This Trust Deed is executed and delivered on the date stated at the beginning.

**The Issuer**

**EXECUTED AS A DEED by  
ALLIA SOCIAL IMPACT INVESTMENTS LIMITED**

By:


.....  
Authorised Signatory

.....  
Authorised Signatory

**The Bond Trustee**

**EXECUTED AS A DEED by  
WRIGLEYS TRUSTEES LIMITED**

By:

  
.....  
Director

in the presence of:  .....

Name: SOPHIE HENSON

Address: 19 COOKRIDGE ST, LEEDS, LS2 3AG

Occupation: SOLICITOR .