

# AA MUTUAL INTERNATIONAL INSURANCE COMPANY LIMITED (IN ADMINISTRATION)

## SHORT FORM EXPLANATORY STATEMENT IN ACCORDANCE WITH SECTION 426 OF THE COMPANIES ACT 1985

### 1. INTRODUCTION

This document provides a summary of the scheme of arrangement (the **Scheme**) proposed for AA Mutual International Insurance Company Limited (in Administration) (the **Company**). Capitalised terms are as defined in the Explanatory Statement unless otherwise stated. This summary is not a substitute for reading the Scheme itself. This is the short form of the Explanatory Statement; the full version can be downloaded from the website [www.pwc.com/uk/aamii](http://www.pwc.com/uk/aamii). Alternatively, a hard copy is available on request from:

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If you are a Scheme Creditor, you are entitled to attend and vote at the Meetings of Scheme Creditors. Scheme Creditors may attend the Meetings of Scheme Creditors in person (or, if a corporation, by a duly authorised representative) or may vote by proxy. Voting will be by way of a poll. The Meetings of Scheme Creditors will take place on 26 April 2006.

If you do not intend to be present at the Meetings of Scheme Creditors, you should complete a form of proxy. Returning the form of proxy will not prevent a Scheme Creditor from attending and voting in person should they wish to do so. However, a proxy will not be able to vote if the relevant Scheme Creditor attends and votes in person. Whether you do or do not intend to be present in person at the Meetings of Scheme Creditors, please complete and sign the form of proxy and voting form in accordance with the instructions and notes printed on it and return it as soon as possible, and in any event so that it is received by no later than 4pm London time on 25 April 2006, to Caroline Turnbull of PricewaterhouseCoopers LLP (at the above address). Voting forms may be handed in at the registration desk at the Meetings of Scheme Creditors before they begin. Faxed voting forms will also be accepted provided they are legible.

## **2. WHAT IS A SCHEME OF ARRANGEMENT AND HOW DOES IT BECOME BINDING?**

A scheme of arrangement, such as that proposed here, is a compromise or arrangement provided for by Section 425 of the Companies Act 1985 between a company and its creditors (or any class of them). It becomes legally binding on a company and its creditors or any class of them when:

- (a) a majority in number representing not less than 75 per cent in value of creditors or any class of them, present and voting in person or by proxy, vote in favour of the scheme of arrangement at a specially convened meeting held with the permission of the Court; and
- (b) the Court subsequently makes an order sanctioning the scheme of arrangement; and
- (c) an office copy of that order is delivered to the Registrar of Companies for registration.

## **3. BACKGROUND TO THE COMPANY AND PURPOSE OF THE SCHEME**

The Company underwrote insurance and reinsurance business between approximately November 1979 and December 1986. On 24 June 1986 the Company's major reinsurer, AA Mutual Insurance Association (PTY) Limited ("AAMA"), which was incorporated in the Republic of South Africa, was placed in liquidation in that country. As a result, the Company ceased to write new business after 31 December 1986 and it was placed into run-off with Hampden Insurance Management Services Plc acting as run-off agent.

During 2004 the Directors considered that the claims handling reserve may prove inadequate in view of the costs of defending threatened arbitrations in overseas jurisdictions for which no provision had been made. The Directors therefore considered that it was likely that the company would become unable to pay its debts as and when they fell due. As a result at a board meeting on 29 June 2004, a resolution was passed for steps to be taken for the Company to be placed into administration. Nigel Rackham and Dan Schwarzmann of PricewaterhouseCoopers LLP were appointed Joint Administrators by the High Court on 23 July 2004.

## **4. PRIMARY OBJECTIVE OF THE SCHEME**

The primary objective of the Scheme is to reduce the length and cost of the Company's insolvent run-off in the UK by introducing an agreement and determination procedure, binding on both the Company and its Scheme Creditors, for the estimation and payment of Scheme Creditors' Claims. The Company is insolvent so any cost saving directly benefits the creditors.

## 5. WHO IS AFFECTED BY THE SCHEME?

The Scheme is between the Company and its Scheme Creditors. Scheme Creditors should note that once the Scheme becomes effective it will bind the Company and all Scheme Creditors, irrespective of:

- whether or not those Scheme Creditors were notified of the Scheme; and
- if they voted, whether or not they voted for or against the Scheme.
- UK Employers' Liability Claims are not Scheme Claims and therefore special provisions apply as described at paragraph 13 below and in further detail in the full version of the Explanatory Statement.

## 6. DISTRIBUTION OF CLAIM FORMS

The Scheme Administrators will, within 14 days of the Effective Date, send by Post, notices that the Scheme is effective and distribute blank Claim Forms to all Known Scheme Creditors and policyholders with known addresses and brokers identified as having placed business with or on behalf of the Company. In addition, the Scheme Administrators will place advertisements calling for Scheme Creditors to complete and return Claim Forms in Insurance Day, in Business Insurance and the international edition of The Financial Times.

Blank Claim Forms will also be sent to Scheme Creditors who notify the Company of Claims before the Final Claims Submission Date, within 14 days of such notification and, in any event, prior to the Final Claims Submission Date.

Brokers are asked to notify all possible Scheme Creditors of the action that they should take and to advise Scheme Creditors to submit their Claim Forms by the Final Claims Submission Date.

## 7. COMPLETING CLAIM FORMS

Each Scheme Creditor is required to complete the Claim Form in accordance with the instructions accompanying the form and return it so as to reach the Company at any time on or before the Final Claims Submission Date.

**IT IS VITAL THAT CREDITORS SUBMIT DETAILS OF THEIR CLAIMS WHETHER OR NOT THEY CONSIDER CERTAIN CLAIMS TO HAVE BEEN SUBMITTED PREVIOUSLY. FAILURE TO SUBMIT CLAIMS BY THE FINAL CLAIMS SUBMISSION DATE WILL PRECLUDE ANY FURTHER SUBMISSION AND NO PAYMENT WILL BE MADE IN RELATION TO CLAIMS SUBMITTED LATE.**

In order to specify his Claim against the Company, each Scheme Creditor is requested to:

1. Identify each Insurance Contract, together with broker details, under or in relation to which his Claims arise;
2. Specify the amount of the Claims against the Company arising under or in relation to each Insurance Contract;

3. Provide details and supporting documents in relation to amounts that are being set off against the Claim; and
4. Provide details supporting calculations which reduce any Claims apart from Paid Loss Claims in relation to the time value of money using a present value discount rate of 5% per annum compounded annually to the Ascertainment date.

Each Scheme Creditor is requested to provide information relating to his Claims as at the Ascertainment Date (being 30 June 2004). No Claim by a Scheme Creditor shall take into account matters arising, or claims reported, or events occurring after the Ascertainment Date, provided however that the Scheme Administrators, at their absolute discretion, may (but shall not be obliged to) take into account matters arising, or claims reported, or events occurring between the Ascertainment Date and the date upon which a Scheme Creditor's Claim Form is submitted to the Company and may treat such events and claims and any matter arising after the Ascertainment Date as or as giving rise to Liabilities and/or constituting a loss of the Company. For the avoidance of doubt any payments made between the Ascertainment date and the Final Claims Submission Date (although the Administrators are not aware of any) should be deducted in arriving at this valuation.

Scheme Creditors who are insurers or reinsurers and whose Claims arise as a result of their having ceded business to the Company should include details of Paid Loss Claims, Notified Outstanding Claims and IBNR losses. In respect of:

1. Paid Loss Claims and Notified Outstanding Claims, each Scheme Creditor should provide information supporting each such Claim including, where appropriate, loss bordereaux certified by the leading underwriter and/or copies of loss reports from the Scheme Creditor's policyholders/cedants or their legal representatives; and
2. Incurred But Not Reported losses (IBNR) each Scheme Creditor should provide details of the basis for the calculation of each such amount supported by documentary evidence showing the reasonableness of each amount, such as the following:
  - (i) Cumulative data triangles of paid loss data; and/or
  - (ii) Cumulative data triangles of incurred loss data; and/or
  - (iii) Cumulative data triangles of incurred loss ratios; and/or
  - (iv) Loss bordereaux certified by the leading underwriter; and/or
  - (v) Any relevant actuarial reports; and/or
  - (vi) Any other supporting information.

Scheme Creditors who are not insurers or reinsurers and whose Claim arises out of an Insurance Contract entered into directly by them i.e. Direct Claim Creditors should provide details of their Claims including an estimate of their contingent and future Claims together with such supporting information as they may have. Such Scheme

Creditors should contact the Company (c/o PricewaterhouseCoopers LLP as at the address set out on page 1 of this document) if they have any questions in this regard.

The Company does not have any known preferential creditors in respect of unpaid employee wages or other categories of preferential claims as defined by the Insolvency Act and Rules 1986. Claims in respect of preferential claims or from any known trade creditors should also be made on the blank Claim Forms with documentary support.

Each Scheme Creditor will be entitled to submit a new or revised Claim Form and to provide revised or further information to the Company in respect of Claims at any time on or before the Final Claims Submission Date. Each Scheme Creditor is requested to provide sufficient and appropriate evidence in the manner set out above to support any amendments or additions to his Claim Form.

Scheme Creditors should note that the contents of the Claim Form may not be protected by privilege under English law and may be discoverable at the instance of a third party with a claim against the Scheme Creditor in any action or Proceedings to which the Scheme Creditor may be party. Scheme Creditors should consult their own legal advisers as to the consequences of providing such particulars in the event that they are, or may become, involved in any litigation.

## **8. FAILURE TO RETURN A CLAIM FORM**

**If a Scheme Creditor does not complete and return a Claim Form to reach the Company on or before the Final Claims Submission Date, that Scheme Creditor's Claim will not be admitted for payment under the Scheme and shall be valued at \$NIL. Although Protected Policyholders with non-UK EL claims may still be entitled to limited protection from the FSCS, in the event that they are ineligible for compensation from the FSCS, they will not be entitled to any payment under the Scheme, and it is therefore recommended that Protected Policyholders take care to submit a claim in the Scheme which is expected to pay such claims in full.**

## **9. REVIEW AND AGREEMENT OF CLAIMS**

The Scheme Administrators will consider the information concerning a Scheme Creditor's Claim detailed on a completed Claim Form including, but not limited to, whether any submissions are adequately supported with relevant documentation, whether any estimates relating to future or contingent Claims are reasonable and whether there is any applicable Security or set-off relating to that Scheme Creditor's Claim.

If the Scheme Administrators do not agree with all or part of the information provided on a Claim Form, they will provide written notification to the relevant Scheme Creditor of the reasons for the disagreement and request any additional information within 42 days of the Final Claims Submission Date.

The relevant Scheme Creditor shall provide such additional information within 21 days of such request being made and the Scheme Administrators will then endeavour to agree each Claim by no later than 84 days after the Final Claims Submission Date.

If such disagreement is not subsequently resolved between the Scheme Creditor and the Scheme Administrators within 84 days of the Final Claims Submission Date, the Scheme Administrators will send the Scheme Creditor a copy of a Claim Form in relation to the relevant Claim completed in such a manner as it is prepared to accept but will inform the Scheme Creditor that, if this is not accepted, it will refer the Claim to the Scheme Adjudicator as a Disputed Claim. If the Scheme Creditor wishes his Claim to be referred to the Scheme Adjudicator, then he must respond to the Scheme Administrators within 21 days of receipt of this communication confirming that the matter is to be referred to the Scheme Adjudicator. If such confirmation is received from the Scheme Creditor, the Scheme Administrators shall refer the relevant Claim to the Scheme Adjudicator as a Disputed Claim. If the Scheme Creditor does not respond to the communication from the Scheme Administrators within 21 days, then the Claim Form so completed by the Scheme Administrators will be deemed to be determinative of the disputed matters and will form the basis of the Scheme Creditor's Gross Claim and Ascertained Claim.

When referring a Claim to the Scheme Adjudicator, the Scheme Administrators will pass both Claim Forms (as completed by the Scheme Creditor and by him) and all correspondence and documents received in relation to the Claim to the Scheme Adjudicator. The Scheme Administrators may, at their discretion, refer a Claim to the Scheme Adjudicator at any time prior to 84 days after the Final Claims Submission Date if they believe that agreement will not be reached with the relevant Scheme Creditor.

## **10. DETERMINATION OF ASCERTAINED CLAIMS**

The Scheme Administrators will value a Scheme Creditor's Ascertained Claim by reviewing the aggregate Gross Claim submitted and deducting of any applicable set-off by the Scheme creditor, and the deductions to be made in respect of the time value of money and any costs which Scheme Creditor has been ordered to pay by the Scheme Adjudicator (in relation to such costs see paragraph 11 below).

The Scheme Adjudicator shall determine the value of the Scheme Creditor's Gross Claim and Ascertained Claim in accordance with the Dispute Resolution Procedure set out in paragraph 11.

## **11. THE INDEPENDENT SCHEME ADJUDICATOR & DISPUTE RESOLUTION PROCEDURE**

The independent Scheme Adjudicator will be Colin Czapiewski. His brief curriculum vitae appears as an appendix of the full Explanatory Statement. He will carry out his powers, duties and functions in the role of an expert as defined in Clause 4 of the Scheme which also details the circumstances in which his office will be vacated and has provisions relating to his appointment and removal.

The process whereby Claims are referred to the Scheme Adjudicator and adjudicated is set out at Parts 3 and 4 of the Scheme. The Scheme Adjudicator will be provided with such documentary evidence as he may reasonably require relating to the Disputed Claim and will have access to all the Company's records and information in the possession or control of the Scheme Administrators which he reasonably

considers he needs to resolve the dispute. In carrying out his duties, the Scheme Adjudicator shall be entitled to require the Scheme Administrators and the relevant Scheme Creditor to provide him with such documentary or other evidence as he may reasonably require.

The Scheme Adjudicator will notify the Scheme Creditor and the Company of his determination as soon as practicably reasonable.

The Scheme Adjudicator's decision will, to the extent permitted by law, be final and binding on the Company, Scheme Administrators and the Scheme Creditor and there will be no right of appeal. Furthermore, the Scheme Adjudicator may, in his absolute discretion, require the Company or the Scheme Creditor to pay the Scheme Adjudicator's costs. In the case of a Scheme Creditor, such costs will either be deducted from the dividend payable to him or otherwise taken into account in determining his Ascertained Claim. The Scheme Adjudicator's time in dealing with a dispute will be charged at an hourly rate and a request for security of costs can be made by the Scheme Adjudicator before any action is taken.

## **12. FUNDING**

Some Brokers may have paid claims on behalf of their client either with or without the client's knowledge. Brokers who have funded claims will not be considered Scheme Creditors in respect of such funding unless they have received an assignment or other authority to pay (in a form acceptable to the Scheme Administrators) from the beneficiaries of such funding or, alternatively, unless that funding took place as a consequence of contractual obligations to the Company or in circumstances where, as a matter of law, the Company is liable to indemnify or reimburse the Broker.

## **13. THE FINANCIAL SERVICES COMPENSATION SCHEME**

The FSCS is the UK's statutory fund of last resort for customers of financial services firms authorised by the FSA under the Financial Services and Markets Act 2000. FSCS protects accepting deposits, insurance business, investments, mortgage advice and arranging and general insurance mediation. The FSCS may pay compensation if an authorised insurance company is unable or likely to be unable to meet claims against it. Further information on the FSCS, and the functions of the FSCS Scheme Manager are contained in an appendix to the Explanatory Statement. Broadly, Protected Policyholders may, subject to eligibility, be entitled to claim compensation as follows:

- Direct policyholders who are individuals or small businesses may be entitled to compensation to 100% of the first £2,000 and 90% of the remainder (unlimited);
- All policyholders with UK EL claims (and certain other compulsory insurance claims) may be entitled to compensation to 100% of the claim (unlimited).

Direct Claim Creditors will be entitled to priority payment under the Scheme whether or not such policyholders are potentially eligible for protection by the FSCS. Based on current information it is highly likely that all Direct Claim Creditors will be paid in full under the Scheme. Those Direct Claim Creditors who make a claim under the

scheme, and receive payment in full, will then have no further rights against the Company or to the FSCS.

In the event that such Direct Claim Creditors are not paid in full, steps will be taken to place the company in liquidation and terminate the Scheme, unless the Scheme Administrators and the FSCS agree otherwise. If the Company is placed in liquidation and the Scheme is terminated, Protected Policyholders may make claims for compensation to be determined under FSCS.

As, under the Scheme, all Direct Claim Creditors will be paid in full, the Scheme provides that in return for such payment, those Direct Claim Creditors who are also Protected Policyholders will not be able to claim compensation from the FSCS Scheme Manager and, under the terms of the Scheme will provide a release under the FSCS. Those Direct Claim Creditors, who are also Protected Policyholders, and do not make a claim under the Scheme, and therefore do not receive payment in full, will not provide such a release to the FSCS and would therefore be free to make a claim under FSCS in the future. However, in the event that those policyholders' claims are not in fact eligible for compensation from the FSCS, they will have forgone the opportunity for payment under the Scheme.

UK Employers' Liability Claims are excluded from the Scheme. This is because such policies cannot as a matter of law be commuted or crystallized. Instead these policies, thought to be few in number, will be allowed to run-off in the normal course. Subject to the Scheme being approved and effective, the FSCS Scheme Manager has agreed to meet the UK EL Claims in full under FSCS as those claims mature and are agreed in the normal course. Instead of claiming against the Company in relation to such claims for a potentially indeterminate period, the FSCS Scheme Manager has agreed to receive:

- a) £50,000 from the Property available for distribution (or if the Property available for distribution amounts to less than £50,000, the whole of any such sum) after:-
  - a. payment or provision is made for Scheme Costs, and
  - b. payment of preferential creditors, if any, and
  - c. payment in full of all Direct Claim Creditors (see paragraph 15 in the event that this is not possible)

and

- b) 50% of any remaining balance (the Distributable Amount) (the other 50% to be paid by way of a dividend to all other Scheme Creditors *pari passu*).

This compromise has been incorporated into the Scheme after consultation with the Creditors' Committee. In the absence of an acceptable solution to deal with UK EL Claims the insolvency would become protracted and the prospective costs could well exhaust the available funds.

## 14. PAYMENTS TO SCHEME CREDITORS

The Insurers (Reorganisation and Winding Up) Regulations 2004 (the **Regulations**) came into effect on 18 February 2004 and would govern a liquidation of the Company. The Regulations provide that the debts of an insolvent insurer, such as the Company, are to be paid in the following order of priority;

- a) preferential debts (ie as defined by the Insolvency Act, for example certain employment liabilities)
- b) insurance debts (which in this context would mean Claims of Direct Claim Creditors)
- c) all other debts (which in this context would include reinsurance creditors)

The Regulations do not directly apply to a Scheme of Arrangement but the Scheme has been designed so that creditors will be afforded the same priority which they would enjoy in a liquidation of the Company. Accordingly, the position in respect of each of the above is;

- a) preferential debts: the Company is not aware that any creditors have preferential claims
- b) insurance debts: it is proposed that Direct Claim Creditors will constitute a separate class and it is anticipated that the Ascertained Claims of Direct Creditors, which will be determined under the terms of the Scheme, will be paid in full
- c) all other debts: the Gross Claims and Ascertained Claims of all other Scheme Creditors are to be determined under the terms of the Scheme.

On the Dividend Declaration Date, the Scheme Administrators will pay a Dividend to each Scheme Creditor in respect of its Ascertained Claim where such Dividend exceeds \$50 or £25. Where the Dividend is less than \$50 or £25 it will only be paid on request as the administrative cost both to the Company and the Scheme Creditor may exceed the benefit.

Subject to below, all payments to Scheme Creditors under the Scheme will be made by way of cheque in favour of the Scheme Creditor concerned or to such other person as the Scheme Creditor may direct in writing. Cheques will be sent at the risk of the relevant Scheme Creditor. At a Scheme Creditor's request, the Company may, at the sole discretion of the Scheme Administrators and with the relevant Scheme Creditor bearing all risk, cost and expense, make payment by telegraphic transfer to such bank account as such Scheme Creditor may notify to the Scheme Administrators.

Payment under the Scheme will be deemed to have been made on the day that the relevant cheque is posted or the telegraphic transfer instruction given to the relevant bank and such deemed payment will, for the purposes of and to the extent of such deemed payment, be a good discharge of the Company in respect of its payment obligations under the Scheme in relation to the relevant Ascertained Claim. This discharge will not apply to Protected Policyholders who do not submit any claim in the Scheme.

The despatch of cheques and payments made by telegraphic transfer will constitute a full discharge of the Company's liabilities to Scheme Creditors.

## **15. LIQUIDATION**

In the unlikely event that the Direct Claim Creditors are not paid in full, steps will be taken to place the Company in liquidation and terminate the Scheme, unless the Scheme Administrators and the FSCS agree otherwise.

## **16. ROLE OF THE CREDITORS COMMITTEE**

The Scheme provides for a Creditors' Committee to be appointed. This is to consist of the FSCS Scheme Manager and between two and four Scheme Creditors or their representatives. The purpose of this committee is to oversee the implementation of the Scheme on behalf of Scheme Creditors and to assist the Scheme Administrators by providing representative views of Scheme Creditors and exercising certain powers or sanctions.

It is proposed that the Creditors' Committee serving in the Administration shall constitute the Creditors Committee for the purposes of the Scheme. The FSA will be entitled to attend all Meetings of the Creditors' Committee. On that basis the Creditors Committee would consist of:

- ACE European Group Limited
- Aon Limited
- The Bermuda Fire and Marine Insurance Limited – In Liquidation
- FSCS Scheme Manager

The key functions of the Creditors' Committee are to -

- oversee the implementation of the Scheme and provide views on any matter relating to the Scheme to assist the Scheme Administrators;
- ensure that Scheme Administrators are in office at all times;
- approve the Scheme Administrators' fees and expenses; and
- approve the Scheme Administrators' investment policy.

## **17. THE COMPANY'S ACTIVITIES DURING THE SCHEME**

The Scheme Administrators will manage the business, affairs and property of the Company as its agents. The Company will continue to be supervised by the FSA under the FSMA.

## **18. SCHEME COSTS**

All costs, charges, expenses and disbursements reasonably incurred by the Company in connection with the implementation of the Scheme will be paid in full by the Company in priority to payments or Dividends to Scheme creditors.

The Scheme Administrators' fees and expenses together with costs incurred by the Scheme Administrators to operate the Scheme and to manage and maintain the Company, and the costs of any agents and advisers appointed by the Scheme Administrators will be paid out of the Company's property as expenses of the Scheme in priority to payments or Dividends to Scheme Creditors, subject to approval by the Creditors' Committee.

The Creditors' Committee will approve the Scheme Administrators' fees and expenses having regard to the same factors as are laid down for an Administrator's fees under the Insolvency Rules. The Scheme Administrators can apply to Court if they are dissatisfied with the fees approved by the Creditors' Committee.

## **19. TERMINATION OF THE SCHEME**

The Scheme will terminate on the date that the Scheme Administrators give notice to the Company and give notice to the FSCS Scheme Manager at its registered office that:

1. all the Company's Ascertained Claims have been discharged in full; or
2. there is no further Property of the Company to be distributed in accordance with the provisions of the Scheme and no funds are held within the terms of the Scheme; or
3. the Scheme Administrators, with the agreement of the Creditors' Committee give notice in writing to the Scheme Creditors that, after making such enquiries as they deem fit, they have concluded that the Scheme is no longer in the interests of the Scheme Creditors.

The Scheme Administrators, on behalf of the Company, may seek an order to wind-up the Company, and the Scheme shall in those circumstances terminate on the day following the making of the winding-up order by the Court.

Prior to the termination of the Scheme, the Scheme Administrators, shall at their absolute discretion following discussions with the FSCS Scheme Manager (and notwithstanding any opinion expressed by the FSCS) decide whether to take any steps to place the Company into liquidation.

As stated above in the event that Direct Claim creditors are not paid in full, steps will be taken to place the Company in liquidation and terminate the Scheme, unless the Scheme Administrators and the FSCS agree otherwise.

The termination of the Scheme shall not prejudice any Distribution already made.

## **20. STATUTORY INFORMATION**

The Act requires that creditors are given information on directors' interests and debenture holders' interests in order that they may consider whether the proposed Scheme is fair.

The directors have no direct interest as shareholders or policyholders in the Company. Furthermore, the Company has issued no debentures.

## **21. GOVERNING LAW AND JURISDICTION**

The Scheme will be governed by and construed in accordance with the laws of England and Wales and Scheme Creditors agree that the English Court shall have exclusive jurisdiction to hear and determine any Proceeding and to settle any dispute which may arise out of any provision of the Scheme, or out of any action taken or omitted to be taken under the Scheme, or in connection with the administration of the Scheme or out of this Explanatory Statement. For such purposes, the Scheme Creditors irrevocably submit to the jurisdiction of the English Court.

## **22. CONDITIONS FOR THE SCHEME TO BECOME EFFECTIVE**

The Scheme will become effective as soon as a copy of the order of the Court sanctioning the Scheme is delivered for registration to the Registrar of Companies.